RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE INSURANCE COMPANY 11000 Olson Drive Ste 101 Rancho Cordova, CA 95670



Skagit County Auditor

1 of

\$76.00 5 2:22PM

10/16/2014 Page

TS No: 13-00596-16 Loan No: 7141789961 APN: P124691

## PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that on February 27, 2015, 10:00 AM, at the main entrance to the Superior Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA, Fidelity National Title Insurance Company, the undersigned Trustee will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashiers' check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of Skagit, State of Washington, to-wit:

Lot 3, MOUNT VERNON SHORT PLAT NO LU-05-089, recorded June 15, 2006, under Auditor's File No. 200606150118, records of Skagit County, Washington; being a portion of the Southwest Quarter of the Southeast Quarter of Section 17, Township 34 North, Range 4 East of the Willamette Meridian. Situated in Skagit County, Washington

which is subject to that certain Deed of Trust dated February 14, 2007, recorded on February 15, 2007, as Instrument No. 200702150137 of Official Records in the Office of the County Recorder of Skagit County, WA from Fred O Hunt and Valerie A. Hunt, Husband and wife as the original Grantor(s), to First American Title Insurance Company, a California Corporation, as the original Trustee, to secure an obligation in favor of Option One Mortgage Corporation, a California Corporation, as the original Beneficiary, the beneficial interest in which was assigned to Wells Fargo Bank, National Association as Trustee for Option One Mortgage Loan Trust 2007-4, Asset-Backed Certificates, Series 2007-4, (the "Beneficiary"), under an Assignment recorded under Auditor's File No. 201303180064, on March 18, 2013 in Skagit County, WA.

More commonly known as 1218 N 15th St, Mount Vernon, WA

- II. No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.
- III. The default(s) for which this foreclosure is made is/are as follows: failed to pay payments which became due; together with late charges due; together with other fees and expenses incurred by the Beneficiary; The total amount of payments due is: \$49,015.98; the total amount of late charges due is \$1,093.00; the total amount of advances made is/are \$1,318.45.
- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$205,081,97/ together with interest as provided in the note or other instrument secured from May 1, 2012, and such other costs and fees as are provided by statute.
- V. The above described real property will be sold to satisfy the expense of sale and the obligation secured

by the Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied regarding title, possession or encumbrances on February 27, 2015. The defaults referred to in Paragraph III must be cured by February 16, 2015, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before February 16, 2015 (11 days before the sale) the default(s) as set forth in Paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after February 16, 2015 (11 days before the safe date) and before the sale, by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

VI. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

1218 N 15th St Mount Vernon, WA 98273

16402 Mountain View RD Mount Vernon WA 98274-7012

PO Box 1464 Mount Vernon, WA 98273

16402 MOUNTAIN VIEW RD MOUNT VERNON, WA 98274

by both first class and certified mail on February 18, 2014, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, and the Trustee has possession of proof of such service or posting.

VII. The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above described property.

IX. Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR NOME

You have only 20 DAYS from the recording date on this notice to pursue mediation.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED! M WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

1410160066

Skagit County Auditor 10/16/2014 Page

\$76.00 5 2:22PM

## SEEKING ASSISTANCE

housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by:

The Housing Finance Commission: Telephone: 4-877-894-HOME (4663):

Website: www.dfi.wa.gov/consumers/homeownership/foreclosure\_help.htm

The United States Department of Housing and Urban Development

Telephone: 888-995-HOPE (4673)

Website: http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?webListAction=search&searchstate=WA

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and

attorneys.

Telephone: 1-800-606-4819 Website: www.ocla.wa.gov

## SALE INFORMATION CAN BE OBTAINED ON LINE AT www.priorityposting.com AUTOMATED SALES INFORMATION PLEASE CALL 714-573-1965

DATED: October 10, 2014

FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee

11000 Olson Drive Ste 101 Rancho Cordova, CA 95670

Phone No; 916-636-0114

John Catching, Authorized Signature

ADDRESS FOR PROCESS SERVICE:

Fidelity National Title Insurance Company clo Chicago Title Ins. Attn: Trustee Services

Dept

701 Fifth Ave. Suite 2300

Seattle, WA 98104

Local Phone: 206-628-5666

Reference: FNTIC CA TS#: 13-00596-16
Further Contact (GAL): John Catching

916-636-0114

STATE OF CALIFORNIA COUNTY OF Sacramento

On /O/14/2014 , before me, L. Clement Notary Public, personally appeared John Catching who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (share subscribed to the within instrument and acknowledged to me that (ne)she/they executed the same in his ner/their authorized capacity(ies), and that by (nis her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Clement # 2049190

My Commission Expires November 17, 2017

201410160066

Skagit County Auditor 10/16/2014 Page \$76.00

3 of 5 2:22PM

L. CLEMENT
Commission # 2049190
Notary Public - California
Sacramento County
My Comm. Expires Nov 17, 2017

## ACCOMMODATION RECORDING INDEMNITY AGREEMENT

WHEREAS, Lender Processing Services, Inc. and LSI Title Company, Inc. and its affiliates (policy issuing agents of Chicago Title Insurance Company (and its subsidiaries), Fidelity National Title Insurance Company (and its subsidiaries) and National Title Insurance of New York (collectively referred to herein after: "the Company") are being requested and will in the future be requested by Indemnitor to record for the benefit of Indemnitor various documents (hereinafter 'Documents'), with possible legal effect on real property, without benefit of examination of title records, or an examination to determine the conformity of Documents, such Documents to be recorded with various County Recorders' offices (hereinafter the act(s) of so recording said Documents, now and in the future, at the present and under future request of Indemnitor, referred to as "Recordings"); and

WHEREAS, no benefit, business or otherwise, is derived by and for the Company by the Recordings; no policy guarantee or other product will be issued, and Indemnitor acknowledges that the Company does not now nor will derive a benefit from the Recordings and Indemnitor further acknowledges that Indemnitor does and/or will derive a benefit from said Recordings; and

WHEREAS, the Company is unwilling to carry out and perform the Recordings;

WHEREAS, the Indemnitor recognizes that the Company, in the normal course of its business, would not so carry out and perform the Recordings of Documents unless the Indemnitor indemnified the Company as hereafter agreed.

NOW, THEREFORE, THE INDEMNITOR AGREES that in consideration of the Company's Recordings of Documents at the present and future requests of Indemnitor, the Indemnitor will hold harmless, protect and indemnify the Company from and against any and all liabilities, losses, damages, expenses and charges, including, but not limited to attorney's fees and expenses of litigation which may be sustained or incurred by the Company under, or arising directly or indirectly out of the Recordings at requests of Indemnitor and resulting directly or indirectly from any claim, action, proceeding, judgment, order or process arising from or based upon or growing out of said Recording of Documents.

AND THE INDEMNITOR FURTHER AGREES that Indemnitor will diligently provide for the defense of any action based upon said Recording of Documents, counsel to be reasonably approved by the Company, and Indemnitor will promptly do all things necessary or appropriate to hold harmless, protect and indemnify the Company, all of which shall be done at the sole expense of Indemnitor. If Indemnitor shall fail so to do, then the Company may do the same, and may pay, compromise or settle any suit, action, claim, or demand based thereon if The Company deems such actions necessary for

201410160066

Skagit County Auditor 10/16/2014 Page \$76.00 4 of 5 2:22PM protection; and Indemnitor shall promptly reimburse The Company for any payment, expense or expenditure made or incurred in so doing.

AND THE INDEMNITOR FURTHER AGREES that the Company is hereby granted the right to rely upon this Agreement in Recordings of Documents, both now and in the future, for present and future Recordings of Documents.

AND THE INDEMNITOR FURTHER AGREES that, if suit shall be brought to enforce this Agreement, Indemnitor will pay the attorney's fees of the Company.

AND THE INDEMNITOR FURTHER AGREES that all of the obligations of Indemnitor hereunder shall be several as well as joint. All of the provisions of this Agreement shall inure to the benefit of and bind the parties hereto and their legal representatives and successors in interest.

If the Company has issued a trustee's sale guarantee or foreclosure guarantee covering the subject deed of trust or mortgage, then this agreement does not affect the Company's responsibility for errors or omissions, that may be contained in any recorded Notice of Default or Notice of Sale, that the Company would otherwise report in the usual publication date-down endorsement or sale date-down endorsement, upon request subsequent to those recordings

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement of Indemnification

Dated:	
· ·	Indemnitor:
· .	Michele Hall
Rooz v. Kimmel (1997) 55 CA4	th 573  The Sales Assis

Rooz V. Kiminei (1997) 55 CA4th 573

WWW. 19160066

\$76.00

Skagit County Auditor

5 of

5 2:22 M