



200803200077

Skagit County Auditor

3/20/2008 Page 1 of 4 11:32AM

AND WHEN RECORDED MAIL TO:

Executive Trustee Services, LLC
2255 North Ontario Street, Suite 400
Burbank, California 91504-3120

GUARDIAN NORTHWEST TITLE CO.

(818) 260-1600

94044

3617342

ACCOMMODATION RECORDING ONLY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 0307677947 APN: 3915-000-055-0002 (P65472)

TS No: WA-131948-C

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that First American Title Insurance Company, the undersigned Trustee will on **6/20/2008, at 10:00 AM** at **The main entrance to the Skagit County Courthouse, 3rd and Kincaid Street, Mount Vernon, Washington** sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's 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:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

PTN LOT 55, "FOREST ESTATES, DIV. NO 2".

Commonly known as:
1826 S WOODLAND DRIVE
MOUNT VERNON,
WASHINGTON 98274

which is subject to that certain Deed of Trust dated 3/30/2006, recorded 3/31/2006, under Auditor's File No. 200603310281, in Book , Page records of Skagit County, Washington, from JOSE SILVA, A MARRIED MAN AS HIS SEPARATE PROPERTY, as Grantor(s), to LAND TITLE COMPANY, as Trustee, to secure an obligation in favor of "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER GREENPOINT MORTGAGE FUNDING INC. , as Beneficiary, the beneficial interest in which was assigned by "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER GREENPOINT MORTGAGE FUNDING INC. to MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC..

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 Borrower's or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

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III. The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears:

PAYMENT INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
11/1/2007	3/14/2008	5	\$1,205.68	\$6,028.40

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
11/1/2007	3/14/2008	4	\$166.00

PROMISSORY NOTE INFORMATION

Note Dated:	3/30/2006
Note Amount:	\$255,000.00
Interest Paid To:	10/1/2007
Next Due Date:	11/1/2007

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$269,286.90, together with interest as provided in the Note from the 11/1/2007, 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 6/20/2008. The defaults referred to in Paragraph III must be cured by 6/9/2008, (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 6/9/2008 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 6/9/2008 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

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

<u>NAME</u>	<u>ADDRESS</u>
JOSE SILVA, A MARRIED MAN AS HIS SEPARATE PROPERTY	1826 S WOODLAND DRIVE MOUNT VERNON, WASHINGTON 98274
JOSE SILVA	12419 61ST AVE W MUKILTEO, WA 98275

by both first class and certified mail on 2/12/2008, 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.



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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.

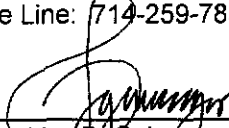
IX. Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating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

X. 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 and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: 3/14/2008

FIRST AMERICAN TITLE INSURANCE COMPANY
2101 Fourth Ave., Suite 800
Seattle, WA 98121
Sale Line: 714-259-7850



Anna Liza P. Guingao, Assistant Secretary

State of California) ss.
County of Los Angeles)

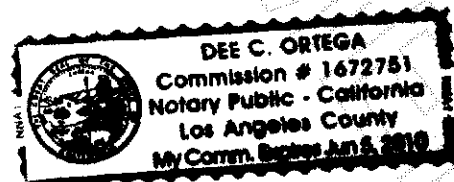
On 3/14/2008, before me, **Dee C. Ortega**, a Notary personally appeared Anna Liza P. Guingao who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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.

Signature: 

Dee C. Ortega



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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 55, "FOREST ESTATES, PLAT NO. 2", ACCORDING TO THE PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 101 AND 102, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT:

THAT PORTION OF LOT 55 OF THE PLAT OF "FOREST ESTATES, PLAT NO. 2", AS RECORDED IN VOLUME 8 OF PLATS, PAGES 101 AND 102, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 55; THENCE NORTH 1° 06' 30" WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 246.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 81° 38' 54" EAST A DISTANCE OF 181.43 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET THROUGH A DELTA OF 04° 42' 34" AN ARC DISTANCE OF 44.39 FEET TO THE EAST LINE OF SAID LOT 55; THENCE NORTH 01° 06' 30" WEST ALONG SAID LINE A DISTANCE OF 60.23 FEET; THENCE WESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 04° 14' 16" EAST A DISTANCE OF 480.00 FEET THROUGH A DELTA OF 04° 06' 50" AN ARC DISTANCE OF 34.47 FEET; THENCE NORTH 81° 38' 54" WEST A DISTANCE OF 191.43 FEET TO THE WEST LINE OF SAID LOT 55; THENCE SOUTH 01° 06' 30" EAST A DISTANCE OF 60.83 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT:

THAT PORTION OF SAID LOT 55 OF THE PLAT OF "FOREST ESTATES, PLAT NO. 2", AS RECORDED IN VOLUME 8 OF PLATS, PAGES 101 AND 102, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 55; THENCE NORTH 1° 06' 30" WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 246.72 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL AS CONVEYED TO THE CITY OF MOUNT VERNON UNDER STATUTORY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 9201220104, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE THE FOLLOWING COURSES ALONG THE SOUTH LINE OF SAID PARCEL; THENCE SOUTH 81° 38' 54" EAST, A DISTANCE OF 181.43 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET THROUGH A DELTA OF 4° 42' 34", AN ARC DISTANCE OF 44.39 FEET TO THE EAST LINE OF SAID LOT 55; THENCE SOUTH 1° 06' 30" EAST, ALONG THE EAST LINE OF SAID LOT 55, A DISTANCE OF 212.13 FEET TO THE SOUTHEAST CORNER OF LOT 55; THENCE SOUTH 89° 04' 37" WEST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 223.00 FEET TO THE POINT OF BEGINNING.



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