



200906250136
Skagit County Auditor

6/25/2009 Page 1 of 6 1:31PM

Recording requested by First American Title Insurance Company
When recorded mail to:
Cal-Western Reconveyance Company of Washington
P O BOX 2204
El Cajon, Ca 92011

T.S. No. 1209867-12
Parcel No. P19633 & P64922

GUARDIAN NORTHWEST TITLE CO.
NOTICE OF TRUSTEE'S SALE
4088595 97157-2

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Cal-Western Reconveyance Corporation of Washington, will on September 25, 2009, at the hour of 10:00am, AT THE COUNTY COURTHOUSE, 205 W. KINCAID STREET in the city of MOUNT VERNON, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County(ies) of SKAGIT, State of Washington to-wit:

VACATED LOTS 5 THROUGH 10 BLOCK 319 JULIUS S POTTER'S PLAT OF FIDALGO CITY OF WASH AFFECTS PARCEL A AND LOT 63 DECEPTION PASS WATERFRONT TRACTS AFFECTS PARCEL B MORE COMPLETELY DESCRIBED IN ATTACHED EXHIBIT B.

Commonly known as: 15844 YOKEKO DRIVE
ANACORTES WA 98221

which is subject to that certain Deed of Trust dated January 08, 2004, recorded January 14, 2004, under Auditor's File No. 200401140068, Book XX, Page XX, records of SKAGIT County, Washington, from BENJAMIN T CALDWELL AND LAURA E CALDWELL HUSBAND AND WIFE as Grantor, to CHICAGO TITLE COMPANY as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC as Beneficiary, the beneficial interest in which was assigned by N/A

to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX3385

T.S. No: 1209867-12

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.

III.

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

Failure to pay when due the following amounts which are now in arrears: \$10,836.31; (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$214,360.44, together with interest as provided in the note or other instrument secured from December 01, 2008, and such other costs and fees as are due under the Note or other instrument secured, and 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. The sale will be made without warranty, express or implied regarding title, possession or encumbrances on September 25, 2009. The default(s) referred to in paragraph III, must be cured by September 14, 2009 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before September 14, 2009 (11 days before the sale date), 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 September 14, 2009 (11 days before the sale 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 addresses:

See Exhibit "A" attached

by both first class and certified mail on April 14, 2009 proof of which is in the possession of the Trustee; and on April 15, 2009 the written notice of default was posted in a conspicuous place on the real property described in the paragraph I above, and the Trustee has possession of proof of such posting.



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VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, 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 the 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.

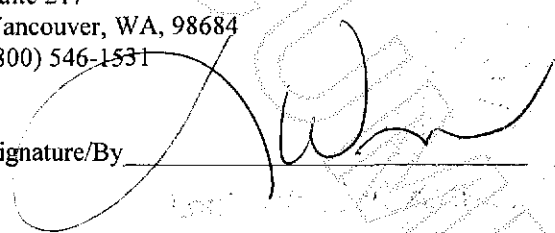
NOTICE TO OCCUPANTS OR TENANTS

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 tenant say summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

DATE: June 19, 2009

Cal-Western Reconveyance Corporation
of Washington
Park Tower I Office Building
201 NE Park Plaza Dr.
Suite 217
Vancouver, WA, 98684
(800) 546-1531

Signature/By _____



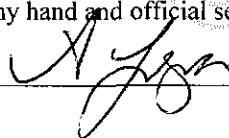
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STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On 6/22/09 before me, A. Leyva,
a Notary Public in and for said State, personally appeared Lorrie Womack AVP, 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 (Seal)

Signature



NOTICE OF TRUSTEE'S SALE EXHIBIT "A"

Loan No: XXXXXX3385

T.S. No: 1209867-12

Name & Address:

BENJAMIN T CALDWELL
15844 YOKEKO DR
ANACORTES WA 98221

LAURA E CALDWELL
15844 YOKEKO DR
ANACORTES WA 98221



Schedule "C"
Legal Description

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel A:

Vacated Lots 5 through 10, inclusive, Block 319, "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASH.", as per plat recorded in Volume 2 of Plats, page 77, records of Skagit County, Washington.

TOGETHER WITH the vacated East 1/2 of Woodland Avenue, the vacated West 1/2 of Halpin Avenue, the vacated North 1/2 of Starr Street abutting said Lots 5 through 10 and the vacated alley between said lots which attached thereto by operation of law, all of the above vacated July 9, 1952, under Commissioners File No. 8783.

Parcel B:

Lot 63, "DECEPTION PASS WATERFRONT TRACTS", as per plat recorded in Volume 5 of Plats, page 26, records of Skagit County, Washington.

Parcel C:

That portion of the South 1/2 of vacated Starr Street, as platted in "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASH.", as per plat recorded in Volume 2 of Plats, page 77, records of Skagit County, Washington, lying outside of Deception Pass Water Front Tracts, according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 5 of Plats, page 26, between the East and West lines of Block 319 extended Southerly of said "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASH."



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