



200912040055
Skagit County Auditor

12/4/2009 Page 1 of 5 3:18PM

WHEN RECORDED MAIL TO:

Cal-Western Reconveyance Corporation
of Washington
P.O. Box 22004
El Cajon, CA. 92022-9004



Space Above This Line For Recorder's Use

Loan No. XXXXXX7594

T.S. No. 1223672-12

Parcel No. P106553

4183348

GUARDIAN NORTHWEST TITLE CO.

97833

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Cal-Western Reconveyance Corporation of Washington, will on March 05, 2010, 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:

LOT 10 "PLAT OF EASTMONT" AS PER PLAT RECORDED IN VOLUME 15 OF PLATS PAGES 199 200 AND 201 RECORDS OF SKAGIT COUNTY WASHINGTON

Commonly known as: 301 SOUTH 28TH STREET
MOUNT VERNON WA 98274

which is subject to that certain Deed of Trust dated December 06, 2004, recorded December 13, 2004, under Auditor's File No. 200412130081, Book XX, Page XX, records of SKAGIT County, Washington, from MILTON DOUGLAS PALACIOS, A MARRIED MAN AS HIS SEPARATE ESTATE as Grantor, to FIRST AMERICAN TITLE as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACITING SOLELY AS NOMINEE FOR LEHMAN BROTHERS BANK, FSB, A FEDERAL SAVINGS BANK as Beneficiary, the beneficial interest in which was assigned by to AURORA LOAN SERVICES LLC

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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:\$20,134.85; (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 \$169,600.00, together with interest as provided in the note or other instrument secured from March 01, 2009, 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 March 05, 2010. The default(s) referred to in paragraph III, must be cured by February 22, 2010 (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 February 22, 2010 (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 February 22, 2010 (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 June 30, 2009 proof of which is in the possession of the Trustee; and on July 01, 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 60th 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 60th day following the sale the purchaser has the right to evict occupants who are not tenants say summary proceedings under Chapter 59.12 RCW. For tenant occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060

DATE: November 23, 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 _____

Jm
Jennifer Victa, A.V.P.



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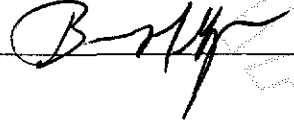
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

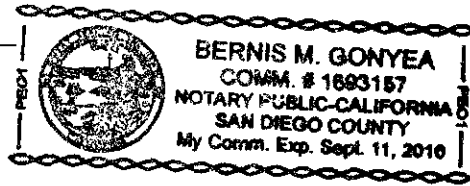
On **NOV 23 2009** before me, **Bernis M. Gonyea**,

a Notary Public in and for said State, personally appeared **Jennifer Vicia, A.V.P.**, 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: XXXXXX7594

T.S. No: 1223672-12

Name & Address:

MILTON DOUGLAS PALACIOS
301 S 28TH ST
MOUNT VERNON WA 98274

MILTON DOUGLAS PALACIOS
42 WILLOW LN
MOUNT VERNON WA 98273

MILTON DOUGLAS PALACIOS
301 SOUTH 28TH STREET
MOUNT VERNON WA 98274

