

AFTER RECORDING RETURN TO:

Aztec Foreclosure Corporation of WA
5501 NE 109th Court, #N
Vancouver, WA 98662

(360) 253-8017 / (800) 511-4229
(847) 627-4798 / (800) 540-0390

File #: 10-800779BFB



201009210085
Skagit County Auditor

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NOTICE OF TRUSTEE'S SALE

AFC #:10-800779 FNDS #100470041 Skagit Co. No. 100470041

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, AZTEC FORECLOSURE CORPORATION OF WA will on December 27, 2010, at the hour of 10:00 a.m. at the main entrance to the Skagit County Courthouse, 3rd and Kincaid Street, Mount Vernon, WA, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows: Lot 6, "Little Mountain Addition No. 2", as per plat Recorded in Volume 15 of Plats, pages 81 through 83, inclusive, records if Skagit County, Washington

Abbrev. Legal: Lot 6, Little Mountain Addn. No. 2

Tax Parcel No.: P102978

Commonly known as: 1713 South 30th Street, Mount Vernon, WA 98274

which is the subject of that certain Deed of Trust dated May 14, 2002, recorded May 23, 2002, under Auditor's File No. 200205230151, records of Skagit County, Washington, from Scott L. Martinson, an unmarried man, as Grantor, to First American Title Insurance Co. as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc., as nominee for BNC Mortgage, Inc. as Beneficiary, the beneficial interest now held by Deutsche Bank National Trust Company, as Trustee for the registered holders of CDC Mortgage Capital Trust 2002-HE2 Mortgage Pass-Through Certificates, Series 2002-HE2.

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 made is/are as follows:

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

Monthly payments in the amount(s) of \$1,571.28 from April 1, 2010 and \$1,804.97 from July 1, 2010 together with all fees, costs and or disbursements incurred or paid by the beneficiary and or trustee, their employees, agents or assigns. The Trustee's fees and costs are estimated at \$1,500.00 as of December 27, 2010. The amount to cure the default payments as of the date of this notice is \$19,447.67. Payments and late charges may continue to accrue and additional advances to your loan may be made. It is necessary to contact the beneficiary or Trustee prior to the time you tender the reinstatement amount so that you may be advised of the exact amount you would be required to pay.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance 131,140.97, together with interest in the note or other instrument secured from March 1, 2010, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute. The amount necessary to pay off the entire obligation secured by your Deed of Trust as the date of this notice is \$154,942.84. Interest and late charges may continue to accrue and additional advances to your loan may be made. It is necessary to contact the beneficiary or Trustee prior to the time you tender the payoff amount so that you may be advised of the exact amount you would be required to pay.

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 December 27, 2010. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, must be cured by December 16, 2010 (11 days before sale), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before December 16, 2010 (11 days before the sale), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after December 16, 2010 (11 days before the sale), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the



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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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address:

Scott L. Martinson
1713 South 30th Street
Mount Vernon, WA 98274

John/Jane Doe Martinson
1713 South 30th St
Mount Vernon, WA 98274

Occupant
1713 South 30th Street
Mount Vernon, WA 98274

by both first class and certified mail on August 18, 2010 proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on August 18, 2010 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 above, and whose telephone number is (360) 253-8017 / (800) 511-4229 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 an objection 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.



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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, who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.60.

XI.


A list of the persons this Notice was sent to is attached hereto as exhibit "A".

XII.

FAIR DEBT COLLECTION PRACTICES ACT NOTICE: AZTEC FORECLOSURE CORPORATION OF WA is attempting to collect a debt and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings, this shall not be construed to be an attempt to collect the outstanding indebtedness or to hold you personally liable for the debt.

DATED this 20th day of September, 2010

AZTEC FORECLOSURE CORPORATION OF
WA
File # 10-800779

By: 
Rhonda Wright
Vice President / Secretary
5501 NE 109th Court, #N
Vancouver, WA 98662
(360) 253-8017 / (800) 511-4229

ADDRESS FOR PERSONAL SERVICE

Aztec Foreclosure Corporation of WA
5501 NE 109th Court, #N
Vancouver, WA 98662

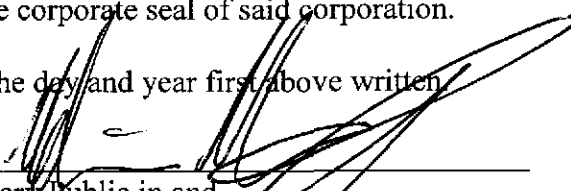


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STATE OF WASHINGTON)
) SS.
COUNTY OF CLARK)

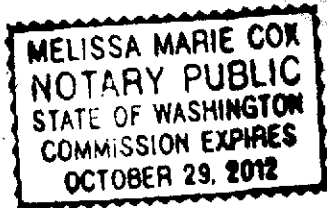
On this 20th day of September, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rhonda Wright, Vice President & Secretary of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and office seal hereto affixed the day and year first above written.



Notary Public in and
for the State of Washington

My Commission Expires: 10/29/12



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EXHIBIT "A"

Scott L. Martinson
1713 South 30th Street
Mount Vernon, WA 98274

John/Jane Doe Martinson
1713 South 30th St
Mount Vernon, WA 98274

Occupant
1713 South 30th Street
Mount Vernon, WA 98274

Skagit Bonded Collectors LLC
1520 E College Way
Mount Vernon, WA 98273

City of Mount Vernon
Finance Dept.
PO BOX 809
Mount Vernon, WA 98273



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