## RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

TRUSTEE CORPS 17100 Gillette Ave Irvine, CA 92614



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Trustee Sale No WA07000044-11-1

APN P67774

Title Order No 110186029-WA-GSI

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

I. NOTICE IS HEREBY GIVEN that on December 2, 2011, 10:00 AM, at the main entrance to the Skagit County Courthouse, 3rd and Kincaid Street, Mount Vernon, WA, MTC FINANCIAL INC. dba TRUSTEE CORPS, the undersigned Trustee will 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:

LOT 6, BLOCK 2, LAMM'S PANORAMA VIEW LOTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON.

APN: **P67774** 

which is subject to that certain Deed of Trust dated November 23, 2010, recorded on December 13, 2010, as Instrument No. 201012130140, of official records in the Office of the Recorder of Skagit County, WA from YVETTE BALL AND ANGELA BALL, A MARRIED COUPLE as Grantor(s), to ADELITA A. SHUBERT ON BEHALF OF FLAGSTAR BANK, FSB, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as the original Beneficiary.

More commonly known as 21264 PLAZA DR, SEDRO WOOLLEY, WA 98284-8775

II. No action commenced by the current Beneficiary, FLAGSTAR BANK, F.S.B. of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantors' default on the obligation secured by the Deed of Trust/Mortgage.

Current Beneficiary: FLAGSTAR BANK, F.S.B.

Contact Phone No: (800) 968-7700

Address: 5151 Corporate Drive, Troy, MI 48098

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

### **DELINQUENT PAYMENT INFORMATION**

From	То	Number of Payments	Monthly Payment	Total
01/01/2011	August 22, 2011	8	\$1815.24	\$14,521.92
LATE CHARGE INFORMATION				
01/01/2011	August 22, 2011	9	\$90.76	\$816.84

### PROMISSORY NOTE INFORMATION

Note Dated: Note Amount: November 23, 2010

Note Amount: Interest Paid To: \$260,924.00 December 1, 2010

Next Due Date: January 1, 2011

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$260,924.00, together with interest as provided in the Note from the January 1, 2011, 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 **December 2, 2011**. The defaults referred to in Paragraph III must be cured by **November 21, 2011**, (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 **November 21, 2011** (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustees' fees and costs are paid. Payment must be in cash or with cashiers' or certified checks from a State or federally chartered bank. The sale may be terminated any time after the **November 21, 2011** (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 current Beneficiary, FLAGSTAR BANK, F.S.B. or Trustee to the Borrower and Grantor at the following address(es):

#### ADDRESS

21264 PLAZA DR , SEDRO WOOLLEY, WA 98284-8775 21264 PLAZA DR, SEDRO WOOLLEY, WA 98284-8775

by both first class and certified mail on April 8, 2011, 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 Trustees' Sale.

201108310079 Skagit County Auditor

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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 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;

NOTICE TO GUARANTOR(S) - RCW 61.24.042 - (1) The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustees' Sale is less than the debt secured by the Deed of Trust; (2) The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the Trustee's Sale; (3) The Guarantor will have no right to redeem the property after the Trustee's Sale; (4) Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24.RCW, any action brought to enforce a guaranty must be commenced within one year after the Trustees' Sale, or the last Trustee's Sale under any Deed of Trust granted to secure the same debt; and (5) In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs. The failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the Borrower or the Grantor, or the Trustee's Sale.

Dated: August 22, 2011

TRUSTEE CORPS

By: Paula Gutierrez, Authorized Signatory

TRUSTEE CORPS 1700 Seventh Avenue Suite 2100 Seattle WA 98101 TRUSTEE CORPS 17100 Gillette Ave Irvine, CA 92614

SALE INFORMATION CAN BE OBTAINED ONLINE AT www.ipsasap.com. AUTOMATED SALES INFORMATION PLEASE CALL (714) 730-2727

State of CALIFORNIA

County of ORANGE

#### Vini Amezcua

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.

Notary Public in and for said Jounty and State



Notary Public - California Orange County My Comm. Expires Mar 20, 2015

VINI AMEZCUA Commission # 1929467

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Re: TS#: WA07000044-11-1

# RESIDENT OF PROPERTY SUBJECT TO FORECLOSURE SALE

The foreclosure process has begun on this property, which may affect your right to continue to live in this property.

Ninety days or more after the date of this notice, this property may be sold at foreclosure.

If you are renting this property, the new property owner may either give you a new rental agreement or provide you with a sixty-day notice to vacate the property.

You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.



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