OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS

DATE/TIME: 03/04/2014 1404
FEE: $9.00
PAGES: 2
FEE NUMBER: 2014-012601

WHEN RECORDED MAIL TO:

TIFFANY & BOSCO, P.A.
2525 East Camelback Road, Suite 300
Phoenix, Arizona 85016

Conv - No PMI
Title No:
FHA/VA No.:

NOTICE OF TRUSTEE'S SALE

File ID. #13-09850 Batty

Notice is hereby given that **David W. Cowles,Attorney at Law,** as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust which had an original balance of **$263,500.00** executed by **Scott J. Batty Pamela S. Batty, 1774 West Vineyard Plains Drive Queen Creek AZ 85242,** dated **April 16, 2007** and recorded on **04/23/2007** as Instrument No. **2007-048872** (or Book, Page) of the Official Records of **Pinal** County, **AZ,** will sell the real property described herein by public auction on **June 3, 2014 at 11:00 AM, at the main entrance to the Superior Court Building, 971 Jason Lopez Circle, Building A, Florence, AZ 85232** , to the highest bidder for cash (in the forms which are lawful tender in the United States and acceptable to the Trustee, payable in accordance with ARS 33-811A), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described as:

Lot 2, Parcel B at Skyline Ranch Phase One, a subdivision recorded in Cabinet E, Slide 34, affidavit of correction in recording No. 2004-15871, recording No. 2005-8266, records of Pinal County, Arizona: Except all coal and other minerals as reserved in patent from the United States of America.

The street address/location of the real property described above is purported to be:

1774 West Vineyard Plains Dr
Queen Creek, AZ 85242
Tax Parcel No.: 509-94-00201

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The beneficiary under the aforementioned Deed of Trust has accelerated the Note secured thereby and has declared the entire unpaid principal balance, as well as any and all other amounts due in connection with said Note and/or Deed of Trust, immediately due and payable.

(Notice of Sale continued following page .....)

Unofficial

Said sale will be made in an "as is" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid principal balance of the Note secured by said Deed of Trust with interest thereon as proved in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

Current Beneficiary:
PNC Bank, National Association, successor by merger to National City Mortgage a division of National City Bank
Care of / Servicer
PNC Mortgage, a division of PNC Bank, NA,
3232 Newmark Drive
Miamisburg, OH 45342

Current Trustee:
David W. Cowles
2525 East Camelback Road, Suite 300
Phoenix, Arizona 85016
(602) 255-6035

David W. Cowles, Attorney at Law
Trustee/Successor Trustee, is regulated by and qualified per ARS Section 33-803 (A)2 as a member of The Arizona State Bar

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 3 day of March, 2014 before me, Lindsey Bessanson a Notary Public for said State, personally appeared David W. Cowles personally known to me be (or 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.

WITNESS my hand and official seal.

LINDSEY BESSANSON
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY
My Commission Expires
February 7, 2018

Lindsey Bessanson Notary Public
Commission expiration is 02/07/2018

This firm is not a Debt Collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction (*see Mansour vs. Cal-Western Reconveyance Corp.*, 618 F.Supp.2d 1178 (D. Ariz. 2009). Should a subsequent determination be made that this firm is a Debt Collector as that term is defined within the Act, then you are notified that any information obtained will be used for the purpose of collecting a debt. Please be advised that if your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this communication is provided solely in reference to the foreclose on the deed of trust remaining on your property and is not an attempt to collect the discharged personal obligation. The notifications provided herein do not limit or detract from the effect of foreclosure upon the subject property.

NOTICE: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

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