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Skagit County Auditor

6/22/2012 Page 1 of 4 12:22PM

When recorded, mail to:

**ASSET FORECLOSURE SERVICES, INC.**  
5900 Canoga Avenue, Suite 220  
Woodland Hills, CA 91367

Trustee's Sale No. WA-USB-12012389

Loan No. 9900123391

1201371052

**NOTICE OF TRUSTEE'S SALE**

*Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq*

I

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee, **PEAK FORECLOSURE SERVICES OF WASHINGTON, INC.**, will on **October 26, 2012**, at the hour of **10:00 AM**, at **THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE BLDG., 3RD & KINCAID, MT. VERNON, WA**, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAGIT, State of Washington, to-wit:

LOT 18 AND THE WEST 1/2 OF LOT 19, BLOCK 110 "PLAT OF THE TOWN OF SEDRO", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON. MAKE 1991 LIBERTY, HUD TAG #ORE200096 AND ORE#200097

Tax Parcel No: 4152-110-018-0008, commonly known as 730 DUNLOP AVENUE , SEDRO WOOLLEY, WA.

The Property is subject to that certain Deed of Trust dated 7/23/2002, recorded 7/25/2002 , under Auditor's/Recorder's No. 200207250126, records of SKAGIT County, Washington, from JEFFREY N. PEDDIE AND SANDI M. PEDDIE, HUSBAND AND WIFE, as Grantor, to FIRST AMERICAN TITLE COMPANY, as Trustee, in favor of WELLS FARGO HOME MORTGAGE, INC., as Beneficiary, the beneficial interest in which is presently held by U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER WITH THE LEADER MORTGAGE COMPANY.

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 are as follows:

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 10/1/2011, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite of each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

#### OTHER DEFAULT

#### ACTION NECESSARY TO CURE

Nonpayment of Taxes/Assessments

Deliver to Trustee written proof that all taxes and assessments against the property are paid current

Default under any senior lien

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist

Failure to insure property against hazard

Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust

Waste

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust

Unauthorized sale of property (Due on sale)

Revert title to permitted trustee

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

#### IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$99,367.70, together with interest as provided in the note or other instrument secured, 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 October 26, 2012. The default(s) referred to in paragraph III must be cured by October 15, 2012 (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 October 15, 2012, (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 at any time after October 15, 2012, (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:

JEFFREY N. PEDDIE, 730 DUNLOP AVENUE, SEDRO WOOLLEY, WA, 98284  
SANDI M. PEDDIE, 730 DUNLOP AVENUE, SEDRO WOOLLEY, WA, 98284

by both first class and certified mail on 05/02/2012, proof of which is in the possession of the Trustee; and on 5/2/2012, the Borrower and Grantor were personally served with said written notice of default or



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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 of their interest in the above described property.

IX

Anyone having any 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 same 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.

**THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.**

You have only 20 days from the recording date on this notice to pursue mediation. **DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW** to access your situation and refer you to mediation if you eligible and it may help you save your home. See below for safe sources of help.

**SEEKING ASSISTANCE**

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep house, you may contact the following:

- The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission:

Telephone: 1-877-894-HOME (1-877-894-4663)

Web site: [www.wshfc.org](http://www.wshfc.org)

- The United States Department of Housing and Urban Development:

Telephone: 1-800-569-4287

Web site: [www.hud.gov](http://www.hud.gov)

- The statewide civil legal aid hotline for assistance and referrals to other housing:

Telephone: 1-800-606-4819

Web site: [www.ocla.wa.gov](http://www.ocla.wa.gov)



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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 20<sup>th</sup> 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 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.

**Sale Information Line: 714-730-2727 or Website: <http://www.lpsasap.com>**

DATED: June 20, 2012.

**PEAK FORECLOSURE SERVICES OF WASHINGTON, INC.,  
AS TRUSTEE  
2505 3<sup>RD</sup> Ave., Suite 100, Seattle, WA 98121**

By   
Lilian Solano, Trustee Sale Officer

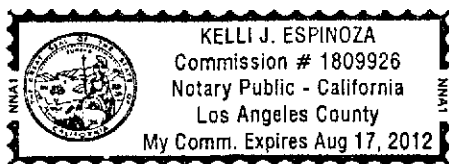
STATE OF CALIFORNIA )

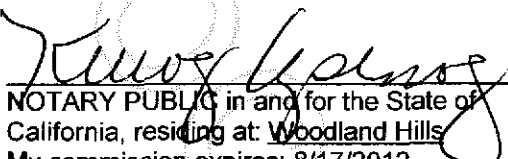
) ss.

COUNTY OF LOS ANGELES )

On June 20, 2012, before me, Kelli J. Espinoza, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Lilian Solano, to me known to be the Trustee Sale Officer of ASSET FORECLOSURE SERVICES, INC., 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 he/she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



  
NOTARY PUBLIC in and for the State of  
California, residing at: Woodland Hills  
My commission expires: 8/17/2012



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