



201209270105

Skagit County Auditor

9/27/2012 Page

1 of

6 12:31PM

AFTER RECORDING RETURN TO:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101

(206) 622-7527

Ref: Greiert, Grace M., 1452.1220521

Reference Number(s) of Documents assigned or released: 200203060148

Document Title: NOTICE OF TRUSTEE'S SALE

Grantor: Bishop, White, Marshall & Weibel, P.S.

Grantee: Grace M Greiert, as Settlor and Trustee of the Trust of Grace M Greiert

Abbreviated Legal Description as Follows: LOT 120, SHELTER BAY DIV. 2.

Assessor's Property Tax Parcel/Account Number(s): P128991

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

LAND TITLE OF SKAGIT COUNTY NOTICE OF TRUSTEE'S SALE

142619-P

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White, Marshall & Weibel, P.S. will on December 28, 2012 at 10:00 am at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest 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 Skagit County, State of Washington, to-wit;

A leasehold interest in the following described tract:

LOT 120, "REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION," AS RECORDED IN VOLUME 43 OF OFFICIAL RECORDS, PAGE 833, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

which is subject to that certain Deed of Trust dated February 22, 2002, recorded March 6, 2002, under Auditor's File No. 200203060148 records of Skagit County, Washington, from Grace M Greiert, as Settlor and Trustee of the Trust of Grace M Greiert, as Grantor, to Washington Services,

NOTICE OF TRUSTEE'S SALE - 1

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Inc., a Washington corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings as beneficiary. Washington Federal Savings is now known as Washington Federal. The sale will be made without any warranty concerning the title to, or the condition of the property.

The property will be sold subject to an existing lease between the Shelter Bay Company, a Washington Corporation, as Lessor, and M. James Hanson and Margaret L Hanson, husband and wife, as Lessee, filed for record under Skagit County Recording Number 877344. The Lessee's interest in said lease is now held by Grace M Greiert by an Assignment of Sublease, filed for record under Skagit County Recording Number 200006080061. The successful purchaser at the sale will be required to assume such lease, and the sale is made without warranty as to assumability of the lease, or expenses involved in the assumption.

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 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:

- i) Failure to pay the following amounts, now in arrears:

**Delinquent Monthly Payments Due from 2/1/2012
through 9/1/2012:**

8 payment(s) at \$1477.00

Total: 11,816.00

Late Charges:

8 late charge(s) at \$73.85

for each monthly payment not made within 15 days of
its due date

Total Late Charges 590.80

Property Inspection 25.00

TOTAL DEFAULT \$12,431.80

- ii)

Default

Description of Action Required to Cure and Documentation Necessary to Show Cure

Delinquent general taxes for 1st
half 2012 taxes plus interest and

Proof of Payoff

NOTICE OF TRUSTEE'S SALE - 2
Fcwantsnof3_18_2010



201209270105
Skagit County Auditor

penalties

Evidence/Proof must be provided that the delinquency has been brought current.

IV

The sum owing on the obligation secured by the Deed of Trust is: \$187,736.36, together with interest from January 1, 2012 as provided in the note or other instrument, 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 December 28, 2012. The payments, late charges, or other defaults must be cured by December 17, 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 December 17, 2012 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after December 17, 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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on June 12, 2012, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on June 12, 2012, 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 will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

NOTICE OF TRUSTEE'S SALE - 3
FwantsnoB_18_2010



201209270105
Skagit County Auditor

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 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 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 61.24.060.

If the Trustee's Sale is set aside for any reason, the submitted bid will be forthwith returned without interest and the bidder will have no right to purchase the property. Recovery of the bid amount without interest constitutes the limit of the bidder's recourse against the Trustee and/or the Beneficiary.

XI

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's 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 Trustee's 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.

EFFECTIVE DATE: September 27, 2012

BISHOP, WHITE, MARSHALL & WEIBEL, P.S.,
Successor Trustee

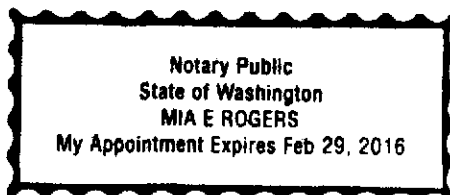
By: 


William L. Bishop, Jr.
720 Olive Way, Suite 1201
Seattle, WA 98101
(206) 622-7527

State of Washington)
) ss.
County of King)

On this 25 day of September, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William L. Bishop, Jr., to me known to be an Officer of Bishop, White, Marshall & Weibel, P.S., 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 states that they are authorized to execute the said instrument.

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




Name: Mia E. Rogers
NOTARY PUBLIC in and for the State of
Washington at King County
My Appt. Exp: 02/29/16



'Mailing List'

Grace M. Greiert
120 Lummi Circle
La Conner, WA 98257

John Doe
Unknown Spouse of Grace M. Greiert
120 Lummi Circle
La Conner, WA 98257

Grace M. Greiert
4211 123rd PI NE
Marysville, WA 98271

John Doe
Unknown Spouse of Grace M. Greiert
4211 123rd PI NE
Marysville, WA 98271

Trust of Grace M. Greiert
c/o Grace M. Greiert
120 Lummi Circle
La Conner, WA 98257

Trust of Grace M. Greiert
c/o Grace M. Greiert
4211 123rd PI NE
Marysville, WA 98271



201209270105
Skagit County Auditor

9/27/2012 Page 6 of 6 12:31PM

NOTICE OF TRUSTEE'S SALE - 1