



201301220264
Skagit County Auditor

1/22/2013 Page 1 of 7 1:53PM

AFTER RECORDING RETURN TO:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101
(206) 622-7527
Ref: Ware, Levi Seth & Stephanie, 028.1244791

Reference Number(s) of Documents assigned or released: 200812170039
Document Title: NOTICE OF TRUSTEE'S SALE
Grantor: Bishop, White, Marshall & Weibel, P.S.
Grantee: Levi Seth Ware and Stephanie Ware, Husband and Wife
Abbreviated Legal Description as Follows: Ptn NE 1/4 of SE 1/4, 8-33-4 E W.M. (aka SP #39-72)
Assessor's Property Tax Parcel/Account Number(s): P16561

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
143740.0

NOTICE OF TRUSTEE'S SALE

I

7105143
1ST AM 5/18

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White, Marshall & Weibel, P.S. will on May 17, 2013 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;

See Legal Description attached hereto and made a part hereof as Exhibit "A".

which is subject to that certain Deed of Trust dated December 11, 2008, recorded December 17, 2008, under Auditor's File No. 200812170039 records of Skagit County, Washington, from Levi Seth Ware and Stephanie Ware, Husband and Wife, as Grantor, to Guardian Northwest Title & Escrow, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. is a separate corporation that is acting solely as nominee for Banner Bank and its successors and assigns as beneficiary. Banner Bank is now the beneficiary of the Deed of Trust. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 4/1/2012 through 1/1/2013:

3 payment(s) at \$1633.35

7 payment(s) at \$1612.78

Total: 16,189.51

Late Charges:

10 late charge(s) at \$61.86

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

Total Late Charges 618.60

Property Inspection 418.50

TOTAL DEFAULT **\$17,226.61**

IV

The sum owing on the obligation secured by the Deed of Trust is: \$202,798.48, together with interest from March 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 May 17, 2013. The payments, late charges, or other defaults must be cured by May 6, 2013 (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 May 6, 2013 (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 May 6, 2013 (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.



201301220264

Skagit County Auditor

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 November 16, 2012, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on November 17, 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.

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.

XII

NOTICE

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 assess your situation and refer you to mediation if you are 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 your house, you may contact the following:

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

Telephone: (1-877-894-4663)

Website: <http://www.commerce.wa.gov/site/1356/default.aspx>



EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the South $\frac{1}{2}$ of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 33 North, Range 4 East, W.M. more particularly described as follows:

Beginning at the existing monument of the Southeast corner of said Section 8;
thence North $89^{\circ}20'10''$ West, along the South line of said Section 8, 1,308.66 feet to the Southeast corner of the Southwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$ of Section 8;
thence North $0^{\circ}48'23''$ East, along the East line of said subdivision, 1,319.89 feet to the Southwest corner of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8;
thence South $89^{\circ}03'25''$ East, along the South line of said subdivision, 20.00 feet to the true point of beginning;
thence North $0^{\circ}48'23''$ East, parallel with the West line of said subdivision, 238.00 feet;
thence South $89^{\circ}03'25''$ East, parallel with the South line of said subdivision, 100.00 feet;
thence South $0^{\circ}48'23''$ West, parallel with said West line of said subdivision, 238.00 feet to the South line of said subdivision;
thence North $89^{\circ}03'25''$ West, along the South line of said subdivision 100.00 feet to the true point of beginning.

EXCEPT the South 20 feet of the West 120 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 33 North, Range 4 East, W.M. for County Road.

Situate in the County of Skagit, State of Washington.



'Mailing List'

Levi Seth Ware
19771 Nelson Rd
Mount Vernon, WA 98274

Stephanie Ware
19771 Nelson Rd
Mount Vernon, WA 98274

