



201301280233
Skagit County Auditor

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

(206) 622-7527
Ref: Petosa, Michael P., Jr. & Karen K., 3062.1235831

LAND TITLE OF SKAGIT COUNTY

143447-P

Reference Number(s) of Documents assigned or released: 200605260135
Document Title: NOTICE OF TRUSTEE'S SALE
Grantor: Bishop, White, Marshall & Weibel, P.S.
Grantee: Michael P. Petosa Jr. and Karen K. Petosa, Husband and Wife
Abbreviated Legal Description as Follows: LOT 2, SP SW-05-98; PTN LOT 12, BLK 2,
ROSEDALE GARDEN TRS.
Assessor's Property Tax Parcel/Account Number(s): P114021

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

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White, Marshall & Weibel, P.S. will on May 31, 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 May 17, 2006, recorded May 26, 2006, under Auditor's File No. 200605260135 records of Skagit County, Washington, from Michael P. Petosa Jr. and Karen K. Petosa, Husband and Wife, as Grantor, to Bishop & Lynch of King County, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. is a separate corporation that is acting solely as a nominee for WMC Mortgage Corp., and its

successors and assigns as beneficiary. This loan secured by this Deed of Trust was most recently modified by an instrument dated September 19, 2008. U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Acquisition Trust 2006-WMC3, Asset Backed Pass-Through Certificates, Series 2006-WMC3 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 2/1/2012
through 1/1/2013:**

12 payment(s) at \$1296.72

Total: 15,560.64

Accrued Late Charges: \$ 266.25

TOTAL DEFAULT \$15,826.89

IV

The sum owing on the obligation secured by the Deed of Trust is: \$272,679.51, 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 May 31, 2013. The payments, late charges, or other defaults must be cured by May 20, 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 20, 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 20, 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



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 29, 2012, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on July 3, 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>

The United States Department of Housing and Urban Development:



<http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>

Website: <http://nwjustice.org/what-clear>

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

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

**Notary Public
State of Washington
MIA E ROGERS
My Appointment Expires Feb 29, 2016**

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

Exhibit A

Lot 2, City of Sedro-Woolley Short Plat No. SW-5-98, approved November 9, 1998, and recorded November 9, 1998, in Volume 13 of Short Plats, pages 184 and 185, under Auditor's File No. 9811090176, records of Skagit County, Washington; being a portion of Lot 12, Block 2, "ROSEDALE GARDEN TRACTS OF SEDRO-WOOLLEY," as per plat recorded in Volume 3 of Plats, page 52, records of Skagit County, Washington.

TOGETHER WITH an undivided one-fourth interest in Tract A of City of Sedro-Woolley Short Plat No. SW-5-98.

Situated in Skagit County, Washington.



'Mailing List'

Michael P. Petosa, Jr.
232 234 North Central Ave
Sedro Woolley, WA 98284

Karen K. Petosa
232 234 North Central Ave
Sedro Woolley, WA 98284

Michael P. Petosa, Jr.
590 Lowell Ct
Sedro Woolley, WA 98284

Karen K. Petosa
590 Lowell Ct
Sedro Woolley, WA 98284

Michael P. Petosa, Jr.
7646 Bird Dog Ln
Concrete, WA 98237

Karen K. Petosa
7646 Bird Dog Ln
Concrete, WA 98237

Michael P. Petosa, Jr.
11548 Martin Rd
Rockport, WA 98283

Karen K. Petosa
11548 Martin Rd
Rockport, WA 98283

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