



201303080083
Skagit County Auditor

3/8/2013 Page 1 of 4 11:55AM

When recorded, mail to:

REGIONAL TRUSTEE SERVICES CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104

Plat 1455

Trustee's Sale No: 01-CM-124507



LAND TITLE OF SKAGIT COUNTY

145219-FA

NOTICE OF TRUSTEE'S SALE

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

TO: DAVID PEARCE
JOSEE ALLARD

NOTICE IS HEREBY GIVEN that the undersigned Trustee, REGIONAL TRUSTEE SERVICES CORPORATION, will on **June 7, 2013**, at the hour of **10:00 AM**, at **AT THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE, 205 W. KINCAID STREET, MOUNT 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:

LOT 4, "PLAT OF CRATER LAKE BEACH CLUB DIV. NO. 1", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 51 AND 52, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax Parcel No: 3892-000-004-0001, commonly known as 14058 CRATER LAKE ROAD, ANACORTES, WA.

The Property is subject to that certain Deed of Trust dated 4/29/2008, recorded 5/2/2008, under Auditor's/Recorder's No. 200805020042, records of SKAGIT County, Washington; from DAVID PEARCE AND JOSEE ALLARD, HUSBAND AND WIFE, as Grantor, to LAND TITLE ANACORTES, as Trustee, in favor of PEOPLES BANK - OAK HARBOR, as Beneficiary, the beneficial interest in which is presently held by PEOPLES BANK - OAK HARBOR.

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.

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III

The default(s) for which this foreclosure is/are made are as follows:

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 9/1/2011, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH. IN ADDITION, THE BENEFICIARY WILL REQUIRE AS A CONDITION TO REINSTATEMENT THAT YOU PROVIDE RELIABLE WRITTEN EVIDENCE THAT ALL PROPERTY TAXES AND HAZARD INSURANCE PREMIUMS ARE PAID CURRENT AS PROVIDED IN THE DEED OF TRUST.

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

	Amount due as of March 8, 2013

Delinquent Payments from September 01, 2011	
7 payments at \$ 271.42 each	\$ 1,899.94
1 payments at \$ 336.39 each	\$ 336.39
2 payments at \$ 339.72 each	\$ 679.44
9 payments at \$ 335.96 each	\$ 3,023.64
Late Charges:	\$ 242.74
Beneficiary Advances:	\$ 94.00
Legal Fees:	\$ 11,115.13
	=====
TOTAL:	\$ 17,391.28

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$57,440.40, 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 expenses 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 June 7, 2013. The default(s) referred to in paragraph III must be cured by May 27, 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 27, 2013, (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 May 27, 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 addresses:



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DAVID PEARCE, 14058 CRATER LAKE ROAD, ANACORTES, WA, 98221
DAVID PEARCE, 157 BIGELOW RD, MERRILL, NY, 12955-2704
DAVID PEARCE, 14068 CRATER LAKE ROAD, ANACORTES, WA, 98221
DAVID PEARCE, PO BOX 294, BRAINARDSVLE, NY, 12915
JOSEE ALLARD, PO BOX 294, BRAINARDSVLE, NY, 12915
JOSEE ALLARD, 14068 CRATER LAKE ROAD, ANACORTES, WA, 98221
JOSEE ALLARD, 157 BIGELOW RD, MERRILL, NY, 12955-2704
JOSEE ALLARD, 14058 CRATER LAKE ROAD, ANACORTES, WA, 98221

by both first class and certified mail on 1/28/2013, proof of which is in the possession of the Trustee; and on 1/29/2013, the Borrower and Grantor were personally served 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's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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.

X

The obligation secured by the Deed of trust being foreclosed herein was not incurred primarily for personal, family or household purposes. Pursuant to RCW 61.24.100, the subject foreclosure does not preclude any judicial or non-judicial foreclosure of any other deeds of trust, mortgage, security agreements or other security interests granted to secure this obligation. The Beneficiary hereby reserves its right to foreclose any or all additional security.



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