

After Recording Return To:

Joan E. Hemphill  
Stokes Lawrence, P.S.  
1420 Fifth Avenue, Suite 3000  
Seattle, WA 98101-2393



201308070029

Skagit County Auditor

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Document Title: Notice of Trustee's Sale

Reference Numbers of Documents Assigned or Released: 200901120105; 201306070078

Grantors: Daniel Ray Sitton and Jackie Lee Sitton

Grantee(s): SEL, Inc.

(Columbia State Bank, Beneficiary, as the successor in interest to the Federal Deposit Insurance Corporation, as receiver for Summit Bank)

Abbreviated Legal Description: Ptn. NW 1/4 NW 1/4 S24, T35N, R4E, W.M.

*Complete legal description is on page 2 of document.*

Assessor's Property Tax Parcel/Account Number: 350424-0-055-0209 (P37409)

## NOTICE OF TRUSTEE'S SALE

### I.

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee will on the 8th day of November, 2013, at the hour of nine-thirty (9:30) A.M. at the south entrance to the Skagit County Courthouse, 700 South 2nd Street, Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, real property (described below), situated in Skagit County, Washington.

The property, which is not used principally for agricultural or farming purposes, is commonly known as 407 East Jones Road, Sedro Wooley, Washington 98284-9378, bears property tax identification number 350424-0-055-0209, and is described as:

That portion of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 24, Township 35 North, Range 4 East, W.M., described as follows:

Commencing at a point on the West line of said Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , 50 feet South of the Northwest corner of said Section 24, said point being on the South line of the abandoned right-of-way of the Puget Sound and Baker River Railroad; thence East along the South line of said right-of-way, a distance of 150.00 feet to the Point of Beginning of this description; thence South parallel with the West line of said Section 24, a distance of 140.00 feet; thence East parallel with the North line of said Section 24, a distance of 110.00 feet; thence North parallel with the West line of said Section 24, a distance of 140.00 feet to the South line of said right-of-way of the Puget Sound and Baker River Railroad; thence West on said right-of-way line a distance of 110.00 feet to the Point of Beginning of this description.

which is subject to that certain Deed of Trust granted by Daniel Ray Sitton and Jackie Lee Sitton on December 29, 2008, and recorded with the Skagit County Auditor on January 12, 2009 at Auditor No. 200901120105, as modified by the Modification of Deed of Trust signed by Daniel Ray Sitton and Jackie Lee Sitton, dated April 3, 2013, and recorded with the Skagit County Auditor on June 7, 2013, at Auditor No. 201306070078, to secure an obligation in favor of Columbia State Bank, as Beneficiary.

### II.

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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.



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The default for which this foreclosure is made is for failure to pay when due the following amounts that are now in arrears:

Unpaid Principal balance:	\$61,785.63	
Accrued unpaid interest:	\$5,838.02	(through July 31, 2013)
Late Fees & Other Loan Fees	\$7,175.70	
Attorney Fees and Costs:	\$2,127.95	(estimated as of July 31, 2013)
Total Due:	\$76,927.30	

#### IV.

The sum due and owing on the obligation secured by the Deed of Trust is the unpaid principal balance of \$61,785.63 together with interest as provided in the Note or other instrument secured from December 29, 2008, and such other costs and fees as are now due or may become due under the Note or other secured instrument, and/or as are provided by statute.

Interest is continuing to accrue at the Note rate of 20% or \$33.85 per day on the indebtedness.

#### 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 the 8th day of November, 2013. The defaults referred to in paragraph III must be cured by the 28th day of October, 2013 (11 days before the sale date) along with payment of other ordinarily scheduled monthly payments to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 28th day of October, 2013, the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 28th day of October, 2013, and before the sale by the Grantor or the Grantor's successor in interest 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 Grantor at the following addresses:

POSTING AT: 407 E. Jones Road  
Sedro Wooley, WA 98284

BY FIRST CLASS AND CERTIFIED MAIL  
Daniel Ray Sitton & Jackie Lee Sitton  
407 E. Jones Road  
Sedro Wooley, WA 96284-9374



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on June 27, 2013 (by mail) and July 1, 2013 (by posting), proof of which is in the possession of the Trustee.

**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 their interest in the above-described property.

**IX.**

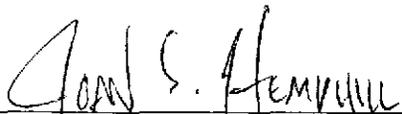
Anyone objecting to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's 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.

SEL, Inc.



Trustee by Joan E. Hemphill  
1420 Fifth Avenue, Suite 3000  
Seattle, WA 98101-2393



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STATE OF WASHINGTON )  
 ) ss.  
KING COUNTY )

I certify that I know or have satisfactory evidence that Joan E. Hemphill is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as an officer of SEL, Inc. and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 6, 2013



[Signature]  
[PRINT NAME] Lindsay Gallardo

NOTARY PUBLIC for the State of Washington,  
residing at Seattle, WA

My appointment expires: June 29, 2017



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