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**BELLINGHAM, WA 98227**



201401080007

Skagit County Auditor

\$75.00

1/8/2014 Page

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4 9:57AM

DOCUMENT TITLE: **NOTICE OF TRUSTEE'S SALE**

REFERENCE NUMBER OF RELATED DOCUMENT: **200911300296**

GRANTOR(S): **LAUGHLAN H. CLARK, ESQ., TRUSTEE**

GRANTEE(S): **ROBYN CHOFFEL**

ABBREVIATED LEGAL DESCRIPTION: **LOT 4, BLK 2 MOUNTAIN VIEW ON CLEAR LAKE**

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 2 OF DOCUMENT.

ASSESSOR'S TAX PARCEL NUMBER(S): **P74894**

### **NOTICE OF TRUSTEE'S SALE**

**TO:** Robyn Choffel  
109 S. 38<sup>th</sup> Place  
Mt. Vernon, WA 98274

Viking Funding  
P.O. Box 31  
Clearlake, WA 98235

Errol Hansen Funding, Inc.  
P.O. Box 508  
Sedro Woolley, WA 98284

Occupant  
23600 Post Street  
Clear Lake, WA 98235

Occupant  
23600 Post Street  
Mt. Vernon, WA 98273

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the **18<sup>th</sup> day of April, 2014, at the hour of 10:00 a.m.** in the lobby of the Skagit County Courthouse 205 W. Kincaid Street, in the City of Mt. Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

LOT 4, BLOCK 2, PLAT OF MOUNTAIN VIEW ON CLEAR LAKE,  
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF  
PLATS, PAGE 65, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT, COUNTY, WASHINGTON.

which is subject to that certain Deed of Trust dated November 25, 2009, and recorded on November 30, 2009, under Skagit County, Washington, Auditor's File No. 200911300296 from Robyn Choffel, as Grantor, to Chicago Title Company, as Trustee, to secure an obligation in favor of North Coast Credit Union, as Beneficiary.

2. 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.

3. The default, for which this foreclosure is made is as follows:

Monetary Default:

a. Failure to make monthly payments due from September 1, 2013, through January 1, 2014, totaling \$2,320.00, together with default penalties pursuant to the terms of the Promissory Note dated November 25, 2009; and

Non-Monetary Default:

a. Failure to keep the property free and clear of all other charges, liens or encumbrances.

4. The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$54,270.32, together with interest as provided in the Note or other instrument secured from the 30th day of November 2009, and such other costs of cure and fees as are due under the Note or other instrument secured, and as are provided by statute.

5. 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. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the **18th day of April, 2014**. The defaults referred to in paragraph 3 must be cured by the **7th day of April, 2014** (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the **7th day of April, 2014** (11 days before the sale date), the default as set forth in paragraph 3 is cured and the Trustee's fees and costs are paid.



The sale may be terminated any time after the 7th day of April, 2014 (11 days before the sale date), 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 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.

6. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantors' successor in interest at the following address:

NAME

Robyn Choffel

ADDRESS

109 S. 38<sup>th</sup> Place

Mt. Vernon, WA 98274

by both first class and certified mail on the 25th day of November, 2013, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 27th day of November, 2013, 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.

7. The Trustee, whose name and address is 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.

8. 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.

9. 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 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.

10. NOTICE TO OCCUPANTS OR TENANTS. The purchaser at the trustee's sale is entitled to possession of the property on the 20<sup>th</sup> 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 20<sup>th</sup> 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.



