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Skagit County Auditor 1/8/2014 Page

\$75.00 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. 38th 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 18th 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:

Failure to make monthly payments due from September 1, 2013, through January a. 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:

- 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.

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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 109 S. 38th 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 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 tenantoccupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

11. NOTICE TO GUARANTOR. 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. 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 cost.

The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as given to the Grantor in order to avoid the Trustee's Sale. The Guarantor will have no right to redeem the Property after the Trustee's Sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

DATED this 3rd day of January, 2014.

TRUSTEE:

LAUGHLAN H. CLARK

Attorney at Law P.O. Box 5226

Bellingham, Washington 98227

(360) 647-1500

STATE OF WASHINGTON)	
) ss	ι.
COUNTY OF WHATCOM)	

I certify that I know or have satisfactory evidence that LAUGHLAN H. CLARK signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 3, 2014.

NOTARY PUBLIC in and for the State of Sashington. My commission expires 8-31-16.

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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\$75.00