After Recording, Return to: Heather L. Smith Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997



Skagit County Auditor

\$75.00

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3:00PM

File No.:

7303,25505

Grantors:

Northwest Trustee Services, Inc.

U.S. BANK, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A. AS SUCCESSOR TO LASALLE BANK, N.A. AS TRUSTEE FOR THE MERRILL LYNCH FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN

ASSET-BACKED CERTIFICATES, SERIES 2007-2

Grantee:

Paul Hooley, as his separate property and Beverly Kirkpatrick, as her separate property

Ref to DOT Auditor File No.: 200703080087 Tax Parcel ID No.: 350402-0-003-0000/P35586

Abbreviated Legal: PTN GOV. LOT 2, 2-35-4 E W.M., SKAGIT CO., WA

Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

148480-0

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LAGO TITLE OF SKAGIT COUNTY

On June 13, 2014, at 10:00 AM inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of SKAGIT, State of Washington:

Government Lot 2, Section 2, Township 35 North, Range 4 East W.M.; EXCEPT the West 416 feet thereof; AND EXCEPT the East 582 feet thereof; and also except the following described tract: Beginning at a point on the South line of the John Grip County Road, 416 feet East of the North 1/4 corner of Section 2, Township 35 North, Range 4 East W.M.; thence South 335 feet; thence East 130 feet; thence North 335 feet, more or less, to the South boundary of John Grip County Road; thence Westerly along the South boundary of said road, 130 feet, more or less, to the point of beginning; AND ALSO EXCEPT road right of way. TOGETHER WITH the right to lay, maintain, operate, repair and remove at any time a water line or pipe for domestic use, with the right of ingress and egress to and from the same, on, over and through a tract of land described as follows: A tract 10 feet wide, between an existing pumphouse well and water tank, and the Easterly boundary of the following described tract: That portion of Government Lot 2, Section 2, Township 35 North, Range 4 East, W.M. beginning on the South line of the John Grip County Road, 416 feet East of the North 1/4 corner of said Government Lot 2; thence South 322.5 feet; thence East 135 feet; thence North 322.5 feet; thence West 135 feet to the point of beginning. Situate in the County of Skagit, State of Washington.

Commonly known as:

22208 Grip Road

Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated 02/26/07, recorded on 03/08/07, under Auditor's File No. 200703080087, records of SKAGIT County, Washington, from Paul Hooley, An Unmarried Person and Beverly Kirkpatrick, An Unmarried Person, As Their Separate Estate, as Grantor, to Chicago Title, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for First Franklin Financial Corp., An Op. SUB. of MLB&T CO., FSB, its successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to U.S. BANK, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A. AS SUCCESSOR TO LASALLE

BANK, N.A. AS TRUSTEE FOR THE MERRILL LYNCH FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-2, under an Assignment/Successive Assignments recorded under Auditor's File No. 201106230048.

\*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

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 or Borrower's default on the Obligation secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

03/07/2014 \$101,008.47 \$440.12

Amount due to reinstate as of

Trustee's Expenses
(Itemization)
Trustee's Fee
Statutory Mailings

Total Amount Due:

Monthly Payments

Lender's Fees & Costs

Total Arrearage

Trustee's Fee \$1,125.00
Statutory Mailings \$42.16
Postings \$80.00
Total Costs \$1,247.16

\$101,448.59

\$102,695.75

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$288,785.07, together with interest as provided in the note or other instrument evidencing the Obligation from 12/01/10, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on June 13, 2014. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 06/02/14 (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 06/02/14 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 06/02/14 (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 balance of 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.

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A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

## NAME AND ADDRESS

Paul Hooley 22208 Grip Road Sedro Woolley, WA 98284

Beverly Kirkpatrick 22208 Grip Road Sedro Woolley, WA 98284

Unknown Spouse and/or Domestic Partner of Paul Hooley 1309 North 43rd Street Mount Vernon, WA 98273

Unknown Spouse and/or Domestic Partner of Beverly Kirkpatrick 1309 North 43rd Street Mount Vernon, WA 98273 Paul Hooley 1309 North 43rd Street Mount Vernon, WA 98273

Beverly Kirkpatrick 1309 North 43rd Street Mount Vernon, WA 98273

Unknown Spouse and/or Domestic Partner of Paul Hooley 22208 Grip Road Sedro Woolley, WA 98284

Unknown Spouse and/or Domestic Partner of Beverly Kirkpatrick 22208 Grip Road Sedro Woolley, WA 98284

by both first class and certified mail, return receipt requested on 02/03/14, proof of which is in the possession of the Trustee; and on 02/03/14 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on 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 below, will provide in writing to anyone requesting it a statement of all costs and trustee's 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 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 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 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.

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\$75.00 f 4 3:00PM The trustee's rules of auction may be accessed at <a href="https://www.northwesttrustee.com">www.northwesttrustee.com</a> and are incorporated by this reference. You may also access sale status at <a href="https://www.northwesttrustee.com">www.uSA-Foreclosure.com</a>.

EFFECTIVE: 03/07/2014

Date Executed: March 10 Zolf Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997 Contact: Heather L. Smith

(425) 586-1900

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that with the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/10/14

SHELLEY A. DAVIS
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES

03-13-16

SS.

NOTARY PUBLIC in and for the State of Washington, residing at Mill, Chill

My commission expires

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, 1900 FAX (425) 586-1997

File No: 7303.25505

Borrower: Hooley, Paul and Beverly

SERVING WA, OR, ID, CA, NV, AZ, MT HI

This is an attempt to collect a debt and any information obtained will be used for that purpose.

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