

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



201403200066

Skagit County Auditor \$75.00
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File No.: 7236.24954
Grantors: Northwest Trustee Services, Inc.
Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of
Morgan Stanley ABS Capital I Trust 2004-HE9, Mortgage Pass-Through Certificates,
Series 2004-HE9
Grantee: Don Lynch and Kay Lynch, husband and wife
Ref to DOT Auditor File No.: 200407090076
Tax Parcel ID No.: 4150-042-002-0000
Abbreviated Legal: PTN OF LOTS 1-3, BLK 42, 1ST TO SEDRO, SKAGIT CO., WA

Notice of Trustee's Sale

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

I.

On **June 27, 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:

South 1/2 of Lots 1 and 2, and the South 1/2 of the West 1/2 of Lot 3, Block 42, "First Addition to the Town of Sedro in Skagit County, Washington," as per Plat recorded in Volume 3 of Plats page 29, records of Skagit County, Washington. Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

Commonly known as: 1011 Township Street
Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated 06/25/04, recorded on 07/09/04, under Auditor's File No. 200407090076, records of SKAGIT County, Washington, from Don Lynch and Kay Lynch, husband and wife, as Grantor, to Land Title Company, as Trustee, to secure an obligation "Obligation" in favor of Pilchuck Mortgage Inc, as Beneficiary, the beneficial interest in which was assigned by Pilchuck Mortgage Inc to Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Trust 2004-HE9, Mortgage Pass-Through Certificates, Series 2004-HE9, under an Assignment/Successive Assignments.

*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:

	Amount due to reinstate as of 3/18/2014
Monthly Payments	\$59,112.76
Late Charges	\$0.00
Lender's Fees & Costs	\$364.95
Total Arrearage	\$59,477.71
Trustee's Expenses (Itemization)	
Trustee's Fee	\$384.60
Title Report	\$624.00
Statutory Mailings	\$31.62
Recording Costs	\$138.00
Postings	\$80.00
Sale Costs	\$0.00
Total Costs	<u>\$1,258.22</u>
Total Amount Due:	\$60,735.93

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$139,465.33, together with interest as provided in the note or other instrument evidencing the Obligation from 05/01/10, 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 27, 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 06/16/14 (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 06/16/14 (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 06/16/14 (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.

VI.

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

Don Lynch
1011 Township Street
Sedro Woolley, WA 98284

Kay Lynch
PO Box 1081
Burlington, WA 98233

Kay Lynch
1011 Township Street
Sedro Woolley, WA 98284

Don Lynch
PO Box 1081
Burlington, WA 98233

Don Lynch
27562 Lake Cavanaugh Road
Mount Vernon, WA 98274

Kay Lynch
27562 Lake Cavanaugh Road
Mount Vernon, WA 98274

by both first class and certified mail, return receipt requested on 02/04/14, proof of which is in the possession of the Trustee; and on 02/04/14 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 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.



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