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



Skagit County Auditor

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File No.:

7303.25067

**Grantors:** 

Northwest Trustee Services, Inc.

Nationstar Mortgage LLC

Grantee:

Susan Milheim and Frederick Lee Peasley, who acquired title as Fredrick L.

Peasley, each as their separate property Ref to DOT Auditor File No.: 200801220158

Tax Parcel ID No.: 350532-1-005-0116/P40485

Abbreviated Legal: Ptn SW 1/4 Of SE 1/4 Of NE 1/4, 32-35-5 E W.M., Skagit Co., WA.

# Notice of Trustee's Sale

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

LAND TITLE OF SKAGIT COUNTY 147853-F

On July 11, 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:

#### Parcel "A":

That portion of the North half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 32, Township 35 North, Range 5 East of the Willamette Meridian, lying Easterly of the Moreford Road, as said road existed on February 29, 1972; Except that portion of said premises, if any, conveyed to Skagit County for road purposes by deeds recorded under Auditor's File Nos. 371072 and 395086, records of Skagit County, Washington. Situated in Skagit County, Washington.

#### Parcel "B":

An easement for ingress, egress and utilities over and across a 60-foot strip of land as described in Declaration of Easement recorded March 2, 1972, under Auditor's file No. 764746, records of Skagit County, Washington; Except any portion of said easement lying within the main tract above described. Situated in Skagit County, Washington.

MORE ACCURATELY DESCRIBED AS:

Parcel "A":

That portion of the North half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 32, Township 35 North, Range 5 East of the Willamette Meridian, lying Easterly of the Morford Road, as said road existed on February 29, 1972; Except that portion of said premises, if any, conveyed to Skagit County for road purposes by deeds recorded under Auditor's File Nos. 371072 and 395086, records of Skagit County, Washington. Situated in Skagit County, Washington.

## Parcel "B":

An easement for ingress, egress and utilities over and across a 60-foot strip of land as described in Declaration of Easement recorded March 2, 1972, under Auditor's file No. 764746, records of Skagit County, Washington; Except any portion of said easement lying within the main tract above described. Situated in Skagit County, Washington.

Commonly known

11440 Foxfire Lane

as:

Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated 01/14/08, recorded on 01/22/08, under Auditor's File No. 200801220158, records of SKAGIT County, Washington, from Frederick Lee Peasley, who acquired title as Fredrick L. Peasley and Susan Milheim, each as their separate estate, as Grantor, to Fidelity National Title, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.), its successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc., as nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.), its successors and assigns to Nationstar Mortgage LLC, under an Assignment/Successive Assignments recorded under Auditor's File No. 201308080037.

\*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 04/01/2014

Monthly Payments Lender's Fees & Costs Total Arrearage

\$10,604.45 \$131.12

\$10,735.57



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(Itemization)
Trustee's Fee
Title Report
Statutory Mailings
Recording Costs

**Postings** 

\$1,125.00 \$794.19 \$67.32 \$15.00 \$80.00

**Total Costs** 

\$2,081.51

Total Amount Due:

\$12,817.08

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$210,310.19, together with interest as provided in the note or other instrument evidencing the Obligation from 05/01/13, 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 July 11, 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 06/30/14 (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 06/30/14 (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 06/30/14 (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

Frederick L Peasley AKA Frederick Lee Peasley 11440 Foxfire Lane Sedro Woolley, WA 98284

Susan Milheim 11440 Foxfire Lane Sedro Woolley, WA 98284 Frederick L Peasley AKA Frederick Lee Peasley 2291 Marble Valley Basin Road Colville, WA 99114

Susan Milheim 2291 Marble Valley Basin Road Colville, WA 99114



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\$76.00 of 5 3:32PM Unknown Spouse and/or Domestic Partner of Partner of Frederick L Peasley AKA Frederick Lee Peasley 11440 Foxfire Lane Sedro Woolley, WA 98284

Unknown Spouse and/or Domestic Partner of Partner of Susan Milheim 11440 Foxfire Lane Sedro Woollley, WA 98284

Unknown Spouse and/or Domestic Partner of Partner of Susan Milheim 1203 Independence Boulevard Sedro Woofley, WA 98284

Susan Milheim 1203 Independence Boulevard Sedro Woolley, WA 98284 Unknown Spouse and/or Domestic Partner of Frederick L Peasley AKA Frederick Lee Peasley 2291 Marble Valley Basin Road Colville, WA 99114

Unknown Spouse and/or Domestic Partner of Partner of Susan Milheim 2291 Marble Valley Basin Road Colville, WA 99114

Unknown Spouse and/or Domestic Partner of Partner of Frederick L Peasley AKA Frederick Lee Peasley 1203 Independence Boulevard Sedro Woolley, WA 98284

Frederick L Peasley AKA Frederick Lee Peasley 1203 Independence Boulevard Sedro Woolley, WA 98284

by both first class and certified mail, return receipt requested on 02/27/14, proof of which is in the possession of the Trustee; and on 02/28/14 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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incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com. EFFECTIVE: 04/01/2014 Date Executed: Northwest Trustee Services, Inc., Trustee Authorized Signature 13555 SE 36TH ST. SUITE 100 BELLEVUE, WA 98006 Contact: Heather L. Smith (425) 586-1900 STATE OF WASHINGTON ) ss. COUNTY OF KING Heather Smith I certify that I know or have satisfactory evidence that is 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: MELINDA KAY MILLER STATE OF WASHINGTON **NOTARY PUBLIC** NOTARY PUBLIC in and for the State of MY COMMISSION EXPIRES Washington, residing at My commission expires 03-22-15 NORTHWEST TRUSTEE SERVICES, INC., 13555 SE 36TH ST. SUITE 100, BELLEVUE, WA 98006 PHONE (425) 586-1900 FAX (425) 586-1997 File No: 7303.25067 Borrower: Peasley, Frederick AKA Frederick Lee Peasley and Milheim, Susan SERVING WA, OR, ID, CA, NV, AZ, MT This is an attempt to collect a debt and any information obtained will be used for that purpose.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are

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