

When recorded return to:

Craig Sjostrom  
1204 Cleveland Ave.  
Mount Vernon, Washington 98273



201404160050  
Skagit County Auditor \$75.00  
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## **NOTICE OF TRUSTEE'S SALE**

RCW 61.24

**Grantor:** Craig Sjostrom, Successor Trustee  
**Grantee:** Robyn Choffel, Grantor under the Deed of Trust  
**Legal Description:** ptn SE ¼ NE ¼ 12-35N-4EWM  
**Assessor's Property Tax Parcel or Account No.:** P 36265  
**Reference No. of Documents Assigned or Released:** 200811240125

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

Grantor

**AND TO:**

Occupant  
7380/ 7422 SR 9  
Sedro-Woolley, WA 98284

Occupant of the subject property

Viking Funding  
P.O. Box 31  
Clear Lake, WA 98235

Beneficiary of Subordinate Deed of Trust  
Amount: \$106,000 plus interest if any  
Dated: November 20<sup>th</sup>, 2012  
Recording No.: 201211200171

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee, or his agent, will on August 1<sup>st</sup>, 2014, at the hour of 10:00am, at the main entrance of the Skagit County Courthouse, 205 W. Kincaid St., Mount Vernon, Skagit County, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Skagit County, Washington, to wit:

The North 1/2 of the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 35 North, Range 4 East, W.M., EXCEPT road rights of way, AND EXCEPT an easement for ingress and egress over the South 30 feet thereof.

(P36265)

Which is commonly known as 7380 & 7422 SR 9, Sedro, Sedro-Woolley, WA 98284, and which is subject to a Deed of Trust dated the 20<sup>th</sup> day of November, 2008, recorded on the 24<sup>th</sup> day of November, 2008, under Auditor's File No. 200811240125, records of Skagit County, Washington, from Robyn Choffel, an unmarried person, as Grantor, to Land Title & Escrow, as Trustee, to secure an obligation in favor of Elmer Martin & Mabel Martin, h/w, as Beneficiaries. The undersigned has been appointed Successor Trustee, per instrument dated the 2<sup>nd</sup> day of December, 2013 and recorded under Auditor's File No. 201312020146, records of Skagit County, Washington.

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

3. The defaults for which this foreclosure is made are as follows:

a. Non-monetary defaults:

Failure to pay the real property taxes on the property when due.

Failure to maintain insurance on the property as required by the Deed of Trust.

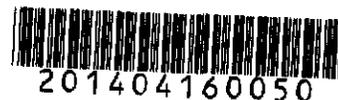
b. Failure to pay when due the following amounts which are now in arrears:

- i. Monthly payments since August 1st, 2013, in the amount of \$1,024.23 each ..... \$9,218.07
- ii. Late charges in the amount of 5% of the monthly payment per month (\$51.22), since August 1st, 2013, totaling ..... \$460.98
- iii. Reimbursement for property taxes paid by Beneficiaries to avert foreclosure ..... \$2,953.34

**TOTAL DELINQUENT PAYMENTS AND INTEREST: ..... \$12,632.39**

4. The principal sum owing on the obligation secured by the Deed of Trust is \$182,176.52, together with interest as provided in the note or other instrument secured from August 20<sup>th</sup>, 2013 and such other charges, costs 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 obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on August 1<sup>st</sup>, 2014. The defaults referred to in Paragraph 3 must be cured by July 20<sup>th</sup>, 2014 to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before July 20<sup>th</sup>, 2014, the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after July 20<sup>th</sup>, 2014 and before the sale by the Borrower or Grantor, any Guarantor, or the holder of any recorded



Junior lien or encumbrance paying the entire 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.

6. A written notice of default was transmitted by the Beneficiary or Trustee to the Borrowers or Grantors or the Grantors' successor in interest at the following addresses:

Robyn Choffel  
109 S. 38th Place  
Mount Vernon, WA 98274

by both first class and certified mail on March 7<sup>th</sup>, 2014, proof of which is in the possession of the Trustee; and 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 are 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.
11. The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues or other information about the real property being foreclosed must obtain all such information independently.

12. **FAIR DEBT COLLECTION PRACTICE ACT NOTICE**

Any information obtained from the debtor will be used for the purpose of collecting the debt.

DATED: April 14<sup>th</sup>, 2014



*Craig Sjostrom*

Craig Sjostrom, Successor Trustee  
Attorney at Law  
1204 Cleveland Ave.  
Mount Vernon, WA 98273

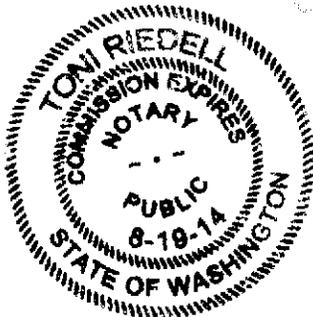
State of Washington )  
)ss  
County of Skagit )

I certify that I know or have satisfactory evidence that Craig Sjostrom is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: 4.14.14

*Toni Riedell*

Toni Riedell, Notary Public



Residing at: Burlington

My appointment expires 8-19-14



201404160050

Skagit County Auditor

\$75.00

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