



201405050067

Skagit County Auditor

\$77.00

5/5/2014 Page

1 of

6 11:45AM

AFTER RECORDING RETURN TO:

Bishop, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101

(206) 622-7527

Ref: Rhodes, Kyoko and John, 2014-0007106/4036.1408281

Reference Number(s) of Documents assigned or released: 201208200061

Document Title: NOTICE OF TRUSTEE'S SALE

Grantor: Bishop, Marshall & Weibel, P.S.

Grantee: John Rhodes and Kyoko Rhodes, Husband and Wife

Abbreviated Legal Description as Follows: LOT 13, KLINGER ESTATES

Assessor's Property Tax Parcel/Account Number(s): P124431

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

LAND TITLE OF SKAGIT COUNTY

I

148809-F

NOTICE IS HEREBY GIVEN that the undersigned Bishop, Marshall & Weibel, P.S. will on August 8, 2014 at 10:00 am at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

LOT 13, PLAT OF KLINGER ESTATES, ACCORDING TO THE MAP THEREOF, RECORDED MAY 8, 2006, UNDER AUDITOR'S FILE NO 200605080213, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON

which is subject to that certain Deed of Trust dated August 1, 2012, recorded August 20, 2012, under Auditor's File No. 201208200061 records of Skagit County, Washington, from John Rhodes and Kyoko Rhodes, Husband and Wife, as Grantor, to Fidelity National Title Group - Chicago Title, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. is a separate corporation that is acting solely as a nominee for Quicken Loans Inc. and its successors and assigns as Beneficiary. Quicken Loans Inc. is now the beneficiary of the deed of trust. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 default on the obligation secured by the Deed of Trust.

III

The default(s) for which this foreclosure is made is/are as follows:

- i) Failure to pay the following amounts, now in arrears:

Amount due to reinstate by May 5, 2014

Delinquent Monthly Payments Due from
11/01/2013 through 5/1/2014:
7 payment(s) at \$1,057.02

Total: \$7,399.14

Late Charges:

6 late charge(s) at \$ 42.90
for each monthly payment not made within
days of its due date

Total Late Charges: \$ 257.40
Non-Sufficient Funds \$ 25.00
Recoverable Balance \$ 45.00
TOTAL DEFAULT \$7,726.54



IV

The sum owing on the obligation secured by the Deed of Trust is: \$173,714.61, together with interest from October 1, 2013 as provided in the note or other instrument, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V

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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on August 8, 2014. The payments, late charges, or other defaults must be cured by July 28, 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 on or before July 28, 2014 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after July 28, 2014 (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 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):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on March 10, 2014, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on March 10, 2014, 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.

VII

The Trustee whose name and address are set forth will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

Notice of Trustee's Sale - 3
Rhodes, Kyoko and John/2014-0007106/QUICKEN_LOANS
FC-NJ-WA-NTS-9



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 above-described property.

IX

Anyone having objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objection 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.

If the Trustee's Sale is set aside for any reason, the submitted bid will be forthwith returned without interest and the bidder will have no right to purchase the property. Recovery of the bid amount without interest constitutes the limit of the bidder's recourse against the Trustee and/or the Beneficiary.

XI

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) 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; (2) The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale; (3) The Guarantor will have no right to redeem the property after the Trustee's Sale; (4) Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought 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; and (5) In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property

Notice of Trustee's Sale - 4
Rhodes, Kyoko and John/2014-0007106/QUICKEN_LOANS
FC-NJ-WA-NTS-9



'Mailing List'

John Rhodes
10812 Paul Coleman Dr
Olive Branch, MS 38654

John Rhodes
312 Klinger St
Sedro Woolley, WA 98284

Kyoko Rhodes
10812 Paul Coleman Dr
Olive Branch, MS 38654

Kyoko Rhodes
312 Klinger St
Sedro Woolley, WA 98284

