AFTER RECORDING MAIL TO:

LAW OFFICE OF COLE & GILDAY, P.C. P. O Box 249
Stanwood, WA 98292

MINIMAN MINIMA

Skagit County Auditor 8/5/2014 Page

of

\$74.00 3 11:42AM

REFERENCE:

200804210123, 20111\$0130059

GRANTOR:

JAMES M. CAUGHLIN, TRUSTEE & PATRICIA A. CAUGHLIN,

TRUSTEE, UNDER THE CAUGHLIN LIVING TRUST DATED

JANUARY 18, 2000

GRANTEE:

215 MV, LLC, a WA LLC

LEGAL DESCRIPTION;

Lots 2, 4 & 6 of West Mt. Vernon, Skagit Co. Vol. 2 Page 81

TAX PARCEL ID #: 3767-004-006-0102/P54817

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, ET SEQ.

TO:

Occupant

215 N. Baker St.

Mount Vernon, WA 98273

215 MV, LLQ

Dong Ping Zheng

1031 Terrace Ct.

Mukilteo, WA 98275

215 MV, LLC

Dong Ping Zheng

PO Box 1037

Mukilteo, WA 98275

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NOTICE IS HEREBY GIVEN that the undersigned Trustee will on November 7, 2014, at the hour of 10:00 a.m., at courthouse steps of the Skagit County Courthouse, 205 W. Kincaid, Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOTS 2, 4 AND 6, BLOCK 4, "WEST MT. VERNON SKAGIT CO.", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 81, RECORDS OF SKAGIT COUNTY, WASHINGTON;

EXCEPT THE WEST 10 FEET OF SAID LOT 6.

Situate in the County of Skagit, State of Washington.

the postal address of which is more commonly known as 215 N. Baker St., Mount Vernon, WA 98273, and has the Tax Parcel Number 3767-004-006-0102 (P54817), which is subject to that certain deed of trust dated April 18, 2008, recorded April 21, 2008, under Auditor's File No. 200804210123, records of Skagit County, Washington, from 215 MV, LLC, a Washington LLC, as Granter, to Guardian Northwest Title & Escrow, as Trustee, to secure an obligation in favor of David M. Hilbert, as beneficiary. The trustee resigned and Gregory L. Gilday, Attorney at Law, was appointed successor trustee by instrument recorded at Auditor's File No. 201408050044. The beneficial interest was assigned to James M. Caughlin, Trustee, and Patricia A. Caughlin, Trustee, under the CAUGHLIN LIVING TRUST DATED JANUARY 18, 2000 under Assignment of Deed of Trust dated October 13, 2011, recorded October 13, 2011, under Auditor's File No. 2011140130059, records of Skagit County, Washington.

No action 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 said Deed of Trust.

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The Default for which this foreclosure is made is as follows:

(If default is for other than payment of money, set forth the particulars.)

Failure to pay real estate property taxes.

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

Monthly Payment:

10 monthly payments at \$850.00 each: \$8,500.00 Default interest from 10/15/13 -7/25/14 (283 days) \$7,766.06

Late Charges:

Late charge of \$27,44 for each monthly payment not made

within 15 days of its due date \$ 382.50

TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$16,648.56

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$89,033.76, together with interest as in the note provided from the 13th day of October, 2013, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

 \mathbf{V}

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by said Deed of Trust as provided by statute. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 7th day of November, 2014. The defaults referred to in paragraph III must be cured by the 27th day of October, 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 before the 28th day of October, 2014 (10 days before the sale) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 27th day of October, 2014 (11 days before the sale date) and before the sale by the Borrower, Grantor, any Guarantor, or the helder 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:

Occupant 215 MV, LLC 215 MV LLC 215 N. Baker St. Dong Ping Zheng Mount Vernon, WA 98273 1031 Terrace Ct. PO Box 1037

Mukilteo, WA 98275 Mukilteo, WA 98275

by both first class and certified mail on the 23rd day of June, 2014, proof of which is in the possession of the trustee; and the Borrower and Grantor were personally served on the 23rd day of June, 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 in his possession proof of such service or posting.

VII.

The Trustee whose name and address is set forth below will provide in writing to anyone requesting



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\$74.00 f **3.11:42AM** it a statement of all costs and 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 above-described property.

IX.

Anyone having any objections to this 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.

DATED:

Gregory L. Gilday

ADDRESS:

First National Professional Center 10101 270th St. NW P. O. Box 249 Stanwood WA 98292

TELEPHONE: (360) 629-2900

STATE OF WASHINGTON)

) ss:

COUNTY OF SNOHOMISH)

On this day personally appeared before me GREGORY L. GILDAY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ______ day of

2014

ASHLEY MASON NOTARY PUBLIC STATE OF WASHINGTON **COMMISSION EXPIRES SEPTEMBER** 19, 2017 NOTARY PUBLIC in and for the State of Washington, residing at Stanwood. My appointment expires: 09-19-2017



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