



201410100091

Skagit County Auditor \$76.00
10/10/2014 Page 1 of 5 2:04PM

When recorded, mail to:

PEAK FORECLOSURE SERVICES, INC.
5900 Caroga Avenue, Suite 220
Woodland Hills, CA 91367

Trustee's Sale No: WA-CMS-14015006

Loan No. 7000045164

NOTICE OF TRUSTEE'S SALE

Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee, **PEAK FORECLOSURE SERVICES OF WASHINGTON, INC.**, will on **February 13, 2015**, at the hour of **10:00 AM**, at **THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE BLDG, 3RD & KINCAID, MT. VERNON, WA**, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAGIT, State of Washington, to-wit:

THE EAST 30 FEET OF LOT 14 AND LOT 15, EXCEPT THE EAST 22 FEET THEREOF, BLOCK 77, FIRST ADDITION TO THE TOWN OF SEDRO, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE, 29, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Tax Parcel No: 4150-077-015-0019, commonly known as 961 STERLING STREET , SEDRO WOOLLEY, WA.

The Property is subject to that certain Deed of Trust dated 7/28/2005, recorded 8/4/2005 , under Auditor's/Recorder's No. 200508040121, records of SKAGIT County, Washington, from BRENDA L. RINDAL, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Grantor, to LS TITLE OF WASHINGTON, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., as Beneficiary, the beneficial interest in which is presently held by BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP.

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

III

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

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 9/1/2009, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH. IN ADDITION, THE BENEFICIARY WILL REQUIRE AS A CONDITION TO REINSTATEMENT THAT YOU PROVIDE RELIABLE WRITTEN EVIDENCE THAT ALL PROPERTY TAXES AND HAZARD INSURANCE PREMIUMS ARE PAID CURRENT AS PROVIDED IN THE DEED OF TRUST.

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite of each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust
Unauthorized sale of property (Due on sale)	Revert title to permitted vestee

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

Delinquent Payments from September 01, 2009	
47 payments at \$ 1,326.55 each	\$ 62,347.85
2 payments at \$ 1,302.06 each	\$ 2,604.12
13 payments at \$ 1,300.56 each (09-01-09 through 10-07-14)	\$ 16,907.28
Late Charges	\$ 3,329.38
Fees:	\$ 400.00
Unapplied Funds Credit (-):	\$ 23.84
TRUSTEE EXPENSES	
Trustee Fee	\$ 1,000.00
Certified Mailing Cost	\$ 77.01
Posting Cost	\$ 195.00
Publication Set-Up	\$ 98.00
Recording Cost	\$ 144.00
TSG Guarantee Policy	\$ 704.00
Amount to reinstate on or before 10/07/14	\$ 87,783.80



IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$172,561.72, together with interest as provided in the note or other instrument secured, 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 February 13, 2015. The default(s) referred to in paragraph III must be cured by February 2, 2015 (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 February 2, 2015, (11 days before the sale date) the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated at any time after February 2, 2015, (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 addresses:

BRENDA L. RINDAL, 961 STERLING STREET, SEDRO WOOLLEY, WA, 98284
RESIDENT, 961 STERLING STREET, SEDRO WOOLLEY, WA, 98284

by both first class and certified mail on 08/27/2014, proof of which is in the possession of the Trustee; and on 8/28/2014, the Borrower and Grantor were personally served 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

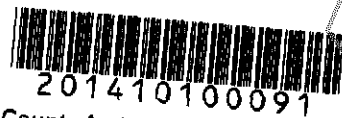
The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

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 of their interest in the above described 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 same 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.



THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only 20 days from the recording date on this notice to pursue mediation. **DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW** to access your situation and refer you to mediation if you eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep house, you may contact the following:

- The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission:

Telephone: 1-877-894-HOME (1-877-894-4663) Web site: www.wshfc.org

- The United States Department of Housing and Urban Development:

Telephone: 1-800-569-4287 Web site: www.hud.gov

- The statewide civil legal aid hotline for assistance and referrals to other housing:

Telephone: 1-800-606-4819 Web site: www.ocla.wa.gov



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 and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.

Sale Information Line: 714-730-2727 or Website: <http://www.lpsasap.com>

DATED: 10/7/14

**PEAK FORECLOSURE SERVICES OF WASHINGTON, INC.,
AS TRUSTEE
Smith Tower, 26th Floor, 506 Second Ave.,
Seattle, WA 98104**

By *Lilian Solano*
Lilian Solano, Trustee Sale Officer

Address for Service of Process:
Peak Foreclosure Services of
Washington, Inc.
506 Second Ave Ste 2600
Seattle, WA 98104
(206) 682-0822

Address for Account Inquiries:
Peak Foreclosure Services, Inc.
5900 Canoga Avenue, Suite 220
Woodland Hills, CA 91367
(818) 591-9237

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On 10/7/14, before me, Kelli J. Espinoza, Notary Public personally appeared Lilian Solano, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kelli J. Espinoza
NOTARY PUBLIC

