

2:43PM

AFTER RECORDING RETURN TO: Bishop, Marshall & Weibel, P.S. 720 Olive Way, Suite 1201 Seattle, WA 98101

(206) 622-7527

Ref: Savage, Sherri A, 2014-0009542/1452.1427111

Reference Number(s) of Documents assigned or released: 200807230001

Document Title: NOTICE OF TRUSTEE'S SALE

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

Grantee: Sherri A. Savage; as Her Separate Property

Abbreviated Legal Description as Follows: PTN TR. 6, PLAT OF CHEASTYS BIG LAKE

TRACTS

Assessor's Property Tax Parcel/Account Number(s): P64396

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

LAND TITLE OF SKAGIT COUNTY

150106-F

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, Marshall & Weibel, P.S. will on February 27, 2015 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;

THE NORTHERLY 52.79 FEET OF TRACT 6, "PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON, " AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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Together with that certain 28 X 48 foot Fleet manufactured home bearing VIN No. WAFEX31A167420G13 and more fully described in that certain Title Elimination document filed with the Auditor of Skagit County, Washington on November 29, 2000 under Recording/Auditor's No. 200011290003.

which is subject to that certain Deed of Trust dated July 22, 2008, recorded July 23, 2008, under Auditor's Fife No. 200807230001 records of Skagit County, Washington, from Sherri A. Savage: as Her Separate Property, as Grantor, to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank as Beneficiary. Said Deed of Trust was most recently modified on February 28, 2012. Said Deed of Trust was assigned on September 29, 2014 to Washington Federal by an instrument recorded under Auditor's File No. 201410240113, on October 24, 2014. The sale will be made without any warranty concerning the title to, or the condition of the property.

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.

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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 November 26, 2014

Delinquent Monthly Payments Due from,

12/01/2013 through 11/1/2014: 12 payment(s) at \$ 519.97

Total: \$6,239,64

Late Charges:

3 late charge(s) at \$ 8.29

9 late charge(s) at \$ 25.99

for each monthly payment not made within

days of its due date

Total Late Charges:

Return Item Fee

TOTAL DEFAULT

\$ 258.78

\$ 20.00

<u>\$6,518.42</u>

ii)

Default

Description of Action Required to Cure and Documentation Necessary to Show

Cure

Skagit County Sewer, plus interest and penalties, if any

Proof of Payoff

Evidence/Proof must be provided that the delinquency has been brought current.

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\$77.00

Ni.

Default

Description of Action Required to Cure and Documentation Necessary to Show Cure

Prior Deed of Trust loan in favor of Washington Federal Savings in the principal sum of \$120,000.00, now held by Washington Federal, is in default for failure to pay monthly installments and other sums

Provide evidence that the obligation secured by the prior deed of trust has been either paid in full or reinstated in full.

Evidence/Proof must be provided that the delinquency has been brought current.

IV

The sum owing on the obligation secured by the Deed of Trust is: \$51,019.63, together with interest from November 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. In addition, the Deed of Trust secures a "Deferred Principal Balance" of \$6,828.18, which is non-interest bearing. The Deferred Principal Balance is due in full at the time of the sale of the subject real property, including the Trustee's Sale described in this Notice.

IV

The sum owing on the obligation secured by the Deed of Trust is: \$51,019.63, together with interest from November 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.

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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 27, 2015. The payments, late charges, or other defaults must be cured by February 16, 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 16, 2015 (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 February 16, 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 address(es):

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by both first class and certified mail on August 4, 2014, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on August 4, 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.

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

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DATED: November 2014

BISHOP, MARSHALL & WEIBEL, P.S.

Successor Trustee

By:

William L. Bishop Jr., President 720 Olive Way, Suite 1201

Seattle, WA 98101 (206) 622-7527

State of Washington

) ss.

County of King

On this Aday of November, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William L. Bishop, Jr., to me known to be an Officer of Bishop, Marshall & Weibel, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

DARLA TRAUTMAN STATE OF WASHINGTON

NOTARY PUBLIC

MY COMMISSION EXPIRES 04-09-16

Name: Darla Trautman

NOTARY PUBLIC in and for the State of Washington at:

King County

My Appt. Exp: April 9, 2016

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'Mailing List'

Estate of Shirley M Irons 1.01 Nelson St Sectro Wooley, WA 98284

Estate of Shirley M. Irons 709 Hazel Ave Burlington, WA 98233

Estate of Shirley M Irons PO Box 327 Clearlake, WA 98237

Estate of Shirley M. Irons 17217 Garden Ridge Ln Mount Vernon, WA 98274

Heirs and Devisees of Shirley M Irons 1101 Nelson St Sedro Wooley, WA 98284

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Heirs and Devisees of Shirley M Irons 709 Hazel Ave Burlington, WA 98233

Heirs and Devisees of Shirley M Irons PO Box 327 Clearlake, WA 98237

Jane Doe Unknown Spouse of Richard A Irons 17217 Garden Ridge Ln Mount Vernon, WA 98274

Jane Doe Unknown Spouse of Richard A Iron 1101 Nelson St Sedro Wooley, WA 98284

Savage, Sherri A/2014-0009542/WAFED_SEATTLE_2 FC-NJ-WA-NOD-5

Jane Doe Unknown spouse of Richard A Irons 709 Hazel Ave Burlington, WA 98233

Jane Doe Unknown Spouse of Richard A Irons PO Box 327 Clearlake, WA 98237

John Doe Unknown Spouse of Sherri A Savage 1101 Nelson St Sedro Woolley, WA 98284

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