After Recording, Return to: Heather L. Smith Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997



**Skagit County Auditor** 

\$75.00

12/11/2014 Page

2:53PM

File No.:

7037.105276

Grantors:

Northwest Trustee Services, Inc.

JPMorgan Chase Bank, National Association

Grantee:

Pat McLucas, presumptively subject to the community interest of the spouse, if

married

Ref to DOT Auditor File No.: 200909250061 Tax Parcel ID No.: 4705-000-038-0000/P112399

Abbreviated Legal: UNIT 38, THE CEDARS, A CONDOMINUM, SKAGIT CO., WA

Notice of Trustee's Sale

148637

Pursuant to the Revised Code of Washington 61.24, et seq.

LAND TITLE OF SKAGIT COUNTY

On March 13, 2015, at 10:00 AM inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of SKAGIT, State of Washington:

Unit 38, "The Cedars, A Condominium," according to Amended Declaration thereof recorded February 5, 1998, under Auditor's File No. 9802050054, records of Skagit County, Washington, and amended Survey Map and Plans thereof recorded in Volume 16 of Plats, pages 214 through 219, inclusive, records of Skagit County, Washington. Situate in the City of Burlington, County of Skagit, State of Washington.

Commonly known as: 1021 Sinclair Way

Burlington, WA 98233

which is subject to that certain Deed of Trust dated 09/23/09, recorded on 09/25/09, under Auditor's File No. 200909250061, records of SKAGIT County, Washington, from Rosemary E. Harbaugh Mahler, An Umarried Woman, as Grantor, to Land Title and Escrow, as Trustee, to secure an obligation "Obligation" in favor of JPMorgan Chase Bank, N.A., as Beneficiary.

<sup>\*</sup>The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

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

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate as of 12/10/2014
Monthly Payments Lender's Fees & Costs Total Arrearage \$12,754.94	\$12,587.10 \$167.84
Trustee's Expenses	
(Itemization) Trustee's Fee	\$700.00
Statutory Mailings Recording Costs	\$111.06 \$147.00
Postings Sale Costs	\$160.00 \$603.83
Total Costs \$1,721.89	
Total Amount Due:	\$14,476.83

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$132,598.13, together with interest as provided in the note or other instrument evidencing the Obligation from 09/01/13, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on March 13, 2015. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 03/02/15 (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 03/02/15 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 03/02/15 (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 balance of 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.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

## NAME AND ADDRESS

Rosemary E. Harbaugh Mahler 1021 Sinclair Way Burlington, WA 98233

Unknown Spouse and/or Domestic Partner of Rosemary E. Harbaugh Mahler 1501 Collins Road Apt 300 Sedro Woolley, WA 98284

Rosemary E. Harbaugh Mahler 1072 Sinclair Burlington, WA 98233

Pat McLucas 1021 Sinclair Way Burlington, WA 98233 Rosemary E. Harbaugh Mahler 1501 Collins Road Apt 300 Sedro Woolley, WA 98284

Unknown Spouse and/or Domestic Partner of Rosemary E. Harbaugh Mahler 1021 Sinclair Way Burlington, WA 98233

Unknown Spouse and/or Domestic Partner of Rosemary E. Harbaugh Mahler 1072 Sinclair Burlington, WA 98233

Unknown Spouse and/or Domestic Partner of Pat McLucas 1021 Sinclair Way Burlington, WA 98233

by both first class and certified mail, return receipt requested on 06/26/14, proof of which is in the possession of the Trustee; and on 06/26/14 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on 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 trustee's 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 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 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.

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Skagit County Auditor 12/11/2014 Page \$75.00 3 of 4 2:53PM NOPICE 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 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.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

EFFECTIVE: 12/10/2014		Date Executed:	12/10/14
	All the second s	Northwest Trustee	Services, Inc., Trustee
		By Authorized Signature 13555 SE 36 <sup>TH</sup> ST. St	Suite 100 006
STATE OF WASHINGTON			
	) ss.		
COUNTY OF KING			
I certify that I know or have sa	Tipidotoi) o i idonico tirata.	Heather Smith	is the person who
appeared before me, and said p	berson acknowledged that	(ne/sne) signed this	mstrument, on oath state

bs that He she) was authorized to execute the instrument and acknowledged it as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

DOLORES L. COMSTOCK STATE OF WASHINGTON **NOTARY PUBLIC** MY COMMISSION EXPIRES 02-16-17

NOTARY PUBLIC in and for the State of Washington, residing at

My commission expires

NORTHWEST TRUSTEE SERVICES, INC., 13555 SE 36TH ST. SUITE 100, BELLEVUE, WA 98006 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7037.105276

Borrower: Harbaugh Mahler, Rosemary E.

SERVING WA, OR, ID, CA, NV, AZ, MT

This is an attempt to collect a debt and any information obtained will be used for that purpose.

