

RECORDING REQUESTED BY:



201412190063

Skagit County Auditor

\$75.00

WHEN RECORDED MAIL TO:

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4 12:32PM

Trustee Corps  
1700 Seventh Avenue, Suite 2100  
Seattle WA 98101

LAND TITLE OF SKAGIT COUNTY

TS No WA08001721-14-1

APN P46525/360125-0-014-0002

18T AM

TO No 147262-FA

**NOTICE OF TRUSTEE'S SALE**  
**PURSUANT TO THE REVISED CODE OF WASHINGTON**  
**CHAPTER 61.24 ET. SEQ.**

I. NOTICE IS HEREBY GIVEN that on ~~May 8, 2015~~, 10:00 AM, at the main entrance to the Skagit County Courthouse, 3rd & Kincaid Street, 205 W. Kincaid Street, Mount Vernon, WA 98273, MTC Financial Inc. dba Trustee Corps, the undersigned Trustee, will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of Skagit, State of Washington, to-wit:

THAT PORTION OF GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M. RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1, FOR 552.48 FEET TO THE EAST LINE OF THE 40 FOOT COUNTY ROAD; THENCE NORTH 39°10' WEST ALONG THE EASTERLY LINE OF SAID ROAD 175.71 FEET; THENCE NORTH 49°15'30" WEST ALONG SAID ROAD 259.29 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 49°15'30" WEST ALONG SAID ROAD 50.95 FEET, THENCE NORTH 36°01'30" WEST ALONG SAID ROAD 149.05 FEET; THENCE NORTH 40°44'30" EAST 228 FEET, TO THE ORDINARY HIGH WATER LINE OF BELLINGHAM BAY; THENCE SOUTHEASTERLY ALONG SAID ORDINARY HIGH WATER LINE 200 FEET, TO A POINT WHICH BEARS NORTH 40°44'30" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 40°44'30" WEST 212 FEET TO THE POINT OF BEGINNING.

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More commonly known as 4667 GUEMES ISLAND ROAD, ANACORTES , WA 98221

which is subject to that certain Deed of Trust dated as of December 6, 2007, executed by TIM J. IGIELSKI, AS HIS SEPARATE ESTATE as Trustor(s), to secure obligations in favor of ING BANK, FSB as original Beneficiary recorded December 17, 2007 as Instrument No. 200712170137 of official records in the Office of the Recorder of Skagit County, Washington.

II. No action commenced by Capital One, N.A., as successor by merger to ING Bank, F.S.B., the current Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantors' default on the obligation secured by the Deed of Trust/Mortgage.

Current Beneficiary: **Capital One, N.A., as successor by merger to ING Bank, F.S.B.**  
Contact Phone No: **866.391.8688**  
Address: **PO Box 21887, Egan, MN 55121-0887**

III. The default(s) for which this foreclosure is made is/are as follows: FAILURE TO PAY WHEN DUE THE FOLLOWING AMOUNTS WHICH ARE NOW IN ARREARS:

**DELINQUENT PAYMENT INFORMATION**

From	To	Number of Payments	Monthly Payment	Total
April 1, 2013	December 17, 2014	21	\$4,186.88	<b>\$87,924.48</b>

**LATE CHARGE INFORMATION**

April 1, 2013	December 17, 2014	<b>\$2,512.08</b>
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**PROMISSORY NOTE INFORMATION**

Note Dated:	<b>December 6, 2007</b>
Note Amount:	<b>\$680,000.00</b>
Interest Paid To:	<b>March 1, 2013</b>
Next Due Date:	<b>April 1, 2013</b>

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$631,397.27, 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on **May 8, 2015**. The defaults referred to in Paragraph III must be cured by **April 27, 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 before **April 27, 2015** (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustees' fees and costs are paid. Payment must be in cash or with cashiers' or certified checks from a State or federally chartered bank. The sale may be terminated any time after the **April 27, 2015** (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

VI. A written Notice of Default was transmitted by the current Beneficiary, Capital One, N.A., as successor by merger to ING Bank, F.S.B. or Trustee to the Borrower and Grantor at the following address(es):

ADDRESS  
TIM J IGIELSKI  
4667 GUEMES ISLAND RD, ANACORTES , WA 98221

TIM J IGIELSKI  
2214 S 308TH ST, FEDERAL WAY, WA 98003

TIM J IGIELSKI  
2214 SOUTH 308TH STREET, FEDERAL WAY, WA 98003

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by both first class and certified mail on October 18, 2013, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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 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 Trustees' Sale.

X. If the Borrower received a letter under RCW 61.24.031:

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 assess your situation and refer you to mediation if you might 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 your house, you may contact the following:

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

Telephone: (877) 894-4663 or (800) 606-4819 Website: [www.wshfc.org](http://www.wshfc.org)

The United States Department of Housing and Urban Development:

Telephone: (800) 569-4287 Website: [www.hud.gov](http://www.hud.gov)

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

Telephone: (800) 606-4819 Website: [www.homeownership.wa.gov](http://www.homeownership.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 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 the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060;

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Dated: December 17, 2014

**MTC Financial Inc. dba Trustee Corps, as Duly Appointed  
Successor Trustee**

By: Jean Greagor, Authorized Signatory

MTC Financial Inc. dba Trustee Corps  
1700 Seventh Avenue, Suite 2100  
Seattle WA 98101  
Phone: (800) 409-7530

**For Reinstatement/Pay Off Quotes, contact MTC Financial Inc. DBA Trustee Corps**

**TRUSTEE'S SALE INFORMATION CAN BE OBTAINED ONLINE AT [www.insourcelogic.com](http://www.insourcelogic.com)**

STATE OF Washington  
COUNTY OF King

I certify that I know or have satisfactory evidence that Jean Greagor is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Authorized Signatory for MTC Financial Inc. DBA Trustee Corps** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 17, 2014

Monique Patzer  
Notary Public in and for the State of Washington

Residing at King County

My Commission expires 10/21/17

**MONIQUE PATZER**  
STATE OF WASHINGTON  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES**  
10-21-17

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

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