



201501160056

Skagit County Auditor

\$77.00

1/16/2015 Page

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6 11:32AM

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

(206) 622-7527

Ref: Nelson, Russell G (Estate of) and Toni L, 2014-0010646/1452.1437751

Reference Number(s) of Documents assigned or released: 200604060061

Document Title: NOTICE OF TRUSTEE'S SALE

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

Grantee: Russell G Nelson and Toni L Nelson, Husband and Wife

Abbreviated Legal Description as Follows: PTN SW 1/4 OF NE 1/4, 18-34-3 E W.M.

Assessor's Property Tax Parcel/Account Number(s): P22114

**NOTICE: AS THE RESULT OF AN ORDER ENTERED IN A BANKRUPTCY PROCEEDING, TONI LYNNE NELSON AKA TONI LYNNE DESDIER AKA ESTATE OF RUSSELL NELSON MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID BALANCE OF THE BELOW REFERENCED LOAN. HOWEVER, THE BENEFICIARY RETAINS A DEED OF TRUST DESCRIBED BELOW WHICH IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.**

**NOTICE: IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THEN THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT BUT IS INTENDED ONLY TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST.**

**NOTICE: IF YOU ARE PERSONALLY LIABLE TO PAY THIS OBLIGATION, WE WISH TO INFORM YOU THAT WE ARE A DEBT COLLECTOR. ANY INFORMATION YOU PROVIDE TO US WILL BE USED FOR THE PURPOSES OF FORECLOSING THE DEED OF TRUST MENTIONED BELOW.**

**Land Title and Escrow**

NOTICE OF TRUSTEE'S SALE

150912-F

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, Marshall & Weibel, P.S. will on April 17, 2015 at 10:00 am at the main entrance to the Skagit County Courthouse, located at 3rd and

Notice of Trustee's Sale - 1

Nelson, Russell G (Estate of) and Toni L/2014-0010646/WAFED\_SEATTLE\_2

FC-NJ-WA-NTS-9

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 SOUTH 137.75 FEET OF THE EAST 150 FEET OF THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., LYING WEST OF THE ROAD RUNNING ALONG THE EAST LINE OF SAID SUBDIVISION (A PORTION OF SAID ROAD BEING CONVEYED TO SKAGIT COUNTY BY DEED RECORDED DECEMBER 29, 1959, UNDER AUDITOR'S FILE NO 529297, RECORDS OF SKAGIT COUNTY, WASHINGTON), EXCEPT THE SOUTH 7.75 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

which is subject to that certain Deed of Trust dated April 5, 2006, recorded April 6, 2006, under Auditor's File No. 200604060061 records of Skagit County, Washington, from Russell G Nelson and Toni L Nelson, Husband and Wife, as Grantor, to Washington Services, Inc., a Washington Corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings as Beneficiary. Washington Federal Savings is now known as Washington Federal. The sale will be made without any warranty concerning the title to, or the condition of the property.

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

III

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 January 16, 2015

<b>Delinquent Monthly Payments Due from</b>	
03/01/2014 through 1/1/2015:	
11 payment(s) at \$1,724.00	
<b>Total:</b>	<b>\$18,964.00</b>
<b>Late Charges:</b>	
10 late charge(s) at \$ 58.01	
for each monthly payment not made within	
days of its due date	
<b>Total Late Charges:</b>	<b>\$ 580.10</b>
Accrued Late Charges	
Return Item Fee	<b>\$ 20.00</b>
<b>TOTAL DEFAULT</b>	<b><u>\$19,564.10</u></b>

Notice of Trustee's Sale - 2  
Nelson, Russell G (Estate of) and Toni L/2014-0010646/WAFED\_SEATTLE\_2  
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IV

The sum owing on the obligation secured by the Deed of Trust is: \$174,569.58, together with interest from February 1, 2014 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.

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 April 17, 2015. The payments, late charges, or other defaults must be cured by April 6, 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 April 6, 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 April 6, 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):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on November 18, 2014, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on November 18, 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

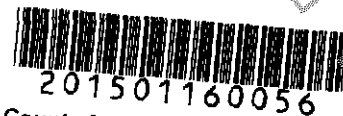
NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the Trustee's Sale is entitled to possession of the property on the 20<sup>th</sup> 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.

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 as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit its liability for a





**'Mailing List'**

Estate of Russell G Nelson  
1315 11th St  
Anacortes, WA 98221

Estate of Russell G Nelson  
14486 La Conner Whitney Rd  
Mount Vernon, WA 98273

Estate of Russell G Nelson  
14486 Laconner Whitney Rd  
Mount Vernon, WA 98273

Estate of Russell G Nelson  
C/O John G Kamb, Sr, Attorney  
702 Main St  
Mount Vernon, WA 98273

Heirs and Devisees of Russell G Nelson  
1315 11th St  
Anacortes, WA 98221

Heirs and Devisees of Russell G Nelson  
14486 La Conner Whitney Rd  
Mount Vernon, WA 98273

Heirs and Devisees of Russell G Nelson  
14486 Laconner Whitney Rd  
Mount Vernon, WA 98273

John Doe  
Unknown Spouse of Toni L Nelson  
1315 11th St  
Anacortes, WA 98221

John Doe  
Unknown Spouse of Toni L Nelson  
14486 La Conner Whitney Rd  
Mount Vernon, WA 98273

John Doe  
Unknown Spouse of Toni L Nelson  
14486 Laconner Whitney Rd  
Mount Vernon, WA 98273

Toni L Nelson  
aka Toni Lynne Nelson  
aka Toni Lynne Desdier  
1315 11th St  
Anacortes, WA 98221

Toni L Nelson  
aka Toni Lynne Nelson  
aka Toni Lynne Desdier  
14486 La Conner Whitney Rd  
Mount Vernon, WA 98273

Toni L Nelson  
aka Toni Lynne Nelson  
aka Toni Lynne Desdier  
14486 Laconner Whitney Rd  
Mount Vernon, WA 98273

Toni L Nelson  
aka Toni Lynne Nelson  
aka Toni Lynne Desdier  
C/O John G Kamb, Sr, Attorney  
702 Main St  
Mount Vernon, WA 98273

