

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



201502270070

Skagit County Auditor

\$77.00

2/27/2015 Page

1 of

6 1:44PM

Land Title and Escrow

150745-FA

(206) 622-7527

Ref: Niles, Robert, Sr and Joyce (Estate of), 2014-0010470/1452.1435691

Reference Number(s) of Documents assigned or released: 200305270332

Document Title: NOTICE OF TRUSTEE'S SALE

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

Grantee: Robert Niles Sr and Joyce Niles, Husband and Wife

Abbreviated Legal Description as Follows: Lots 15, 16, 50 & 51, Blk 3, Holiday Hideaway #1

Assessor's Property Tax Parcel/Account Number(s): P65847, P65848, P65885, P65886

NOTICE: AS THE RESULT OF AN ORDER ENTERED IN A BANKRUPTCY PROCEEDING, ROBERT T NILES, SR 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.

NOTICE OF TRUSTEE'S SALE

I

Notice of Trustee's Sale - I

Niles, Robert, Sr and Joyce (Estate of)/2014-0010470/WAFED_SEATTLE_2
FC-NJ-WA-NTS-9

NOTICE IS HEREBY GIVEN that the undersigned Bishop, Marshall & Weibel, P.S. will on May 29, 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;

LOT 15, 16, 50 AND 51, BLOCK 3, "PLAT OF HOLIDAY HIDEAWAY DIV NO. 1", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 36, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT CERTAIN 70 X 27 FOOT 2003 PALM HARBOR MANUFACTURED HOME BEARING VIN No. PH206354 A& B AND MORE FULLY DESCRIBED IN THAT CERTAIN TITLE ELIMINATION TO THE DEED OF TRUST FILED WITH THE AUDITOR OF SNOHOMISH COUNTY, WASHINGTON ON JUNE 22, 2004 UNDER RECORDING/AUDITOR'S NO. 200406220075.

which is subject to that certain Deed of Trust dated May 21, 2003, recorded May 27, 2003, under Auditor's File No. 200305270332 records of Skagit County, Washington, from Robert Niles Sr and Joyce Niles, Husband and Wife, as Grantor, to Washington Services, Inc., a Washington Corporation, as Trustee, to secure an obligation in favor of Washington Federal Formerly Known As Washington Federal Savings as Beneficiary. Said Deed of Trust was most recently modified on October 29, 2013. 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 February 27, 2015

Delinquent Monthly Payments Due from

6/1/2014 through 02/01/2015:

5 payment(s) at \$ 687.00

4 payment(s) at \$ 918.00

Total:

\$7,107.00

Notice of Trustee's Sale - 2

Niles, Robert, Sr and Joyce (Estate of)/2014-0010470/WAFED_SEATTLE_2
FC-NJ-WA-NTS-9



201502270070

Skagit County Auditor

\$77.00

2/27/2015 Page

2 of

6 1:44PM

Late Charges:

5 late charge(s) at \$ 24.99

4 late charge(s) at \$ 36.55

for each monthly payment not made within
15 days of its due date

Total Late Charges:

\$ 917.15

Property Inspection

\$ 25.00

TOTAL DEFAULT

\$8,049.15

IV

The sum owing on the obligation secured by the Deed of Trust is: \$97,915.64, together with interest from May 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 May 29, 2015. The payments, late charges, or other defaults must be cured by May 18, 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 May 18, 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 May 18, 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 January 2, 2015, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on January 2, 2015, with said written notice of default or the written notice of default was posted in a conspicuous place on the

Notice of Trustee's Sale - 3

Niles, Robert, Sr and Joyce (Estate of)/2014-0010470/WAFED_SEATTLE_2
FC-NJ-WA-NTS-9



201502270070

Skagit County Auditor

\$77.00

2/27/2015 Page

3 of

6 1:44PM

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

Notice of Trustee's Sale - 4

Niles, Robert, Sr and Joyce (Estate of)/2014-0010470/WAFED_SEATTLE_2
FC-NJ-WA-NTS-9



201502270070

Skagit County Auditor

\$77.00

2/27/2015 Page

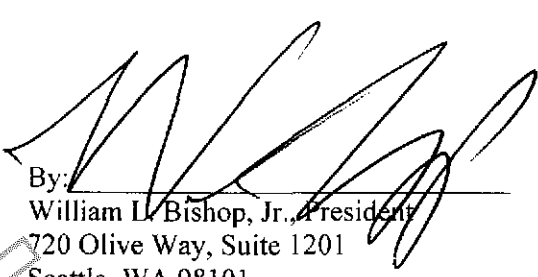
4 of

6 1:44PM

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 deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs.

DATED: February 26, 2015

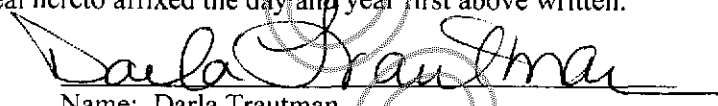
BISHOP, MARSHALL & WEIBEL, P.S.
Successor Trustee

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 26 day of February, 2015, 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.


Name: Darla Trautman
NOTARY PUBLIC in and for the State of Washington at:
King County
My Appt. Exp: April 9, 2016

DARLA TRAUTMAN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
04-09-16



201502270070

'Mailing List'

Estate of Joyce Niles
23021 19th Ave S
Des Moines, WA 98198

Estate of Joyce Niles
7286 Holiday Blvd
Anacortes, WA 98221

Estate of Joyce Niles
Hideaway Ln
Anacortes, WA 98221

Heirs and Devisees of Joyce Niles
23021 19th Ave S
Des Moines, WA 98198

Heirs and Devisees of Joyce Niles
7286 Holiday Blvd
Anacortes, WA 98221

Heirs and Devisees of Joyce Niles
Hideaway Ln
Anacortes, WA 98221

Jane Doe
Unknown Spouse of Robert Niles Sr
23021 19th Ave S
Des Moines, WA 98198

Jane Doe
Unknown Spouse of Robert Niles Sr
7286 Holiday Blvd
Anacortes, WA 98221

Jane Doe
Unknown Spouse of Robert Niles Sr
Hideaway Ln
Anacortes, WA 98221

Nancy L. James, Trustee
15008 63rd Dr Se
Snohomish, WA 98296

Robert Niles Sr
aka Robert T. Niles, Sr.
23021 19th Ave S
Des Moines, WA 98198

Robert Niles Sr
aka Robert T. Niles, Sr.
7286 Holiday Blvd
Anacortes, WA 98221

Robert Niles Sr
aka Robert T. Niles, Sr.
Hideaway Ln
Anacortes, WA 98221

Robert T. Niles, Sr
c/o Sten E. Sorby, Attorney
5413 Meridian Ave N, Ste A
Seattle, WA 98103

Niles, Robert, Sr and Joyce (Estate of)/2014-0010470/WAFED_SEATTLE_2
FC-NJ-WA-NOD-5

