

When recorded mail to

T.D. SERVICE COMPANY
4000 W. METROPOLITAN DRIVE
SUITE 400
ORANGE, CA 92868



201504240101

Skagit County Auditor

\$76.00

4/24/2015 Page

1 of

5 2:19PM

Space above this line for recorder's use

NOTICE OF TRUSTEE'S SALE

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

8532483

1ST AM



T.S. No: L546305 WA Unit Code: L Loan No: 5004071613/HAMITER
AP #1: 4373-000-020-0007/P80686

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. Notice of Trustee's Sale to be recorded on 04/24/15.

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 are 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: 1-877-894-HOME (4663) Website: www.homeownership.wa.gov

The United States Department of Housing and Urban Development
Telephone: 1-800-569-4287 Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys
Telephone: 1-800-606-4819 Website: www.nwjustice.org/what-clear

I

NOTICE IS HEREBY GIVEN THAT the undersigned trustee, T.D. SERVICE COMPANY OF WASHINGTON, 4000 W. Metropolitan Drive, Suite 400, Orange, CA 92868, will on AUGUST 28, 2015 at the hour of 10:00 A.M. AT THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE 205 WEST KINCAID STREET MOUNT VERNON, WA 98273, State of WASHINGTON, sell at public auction to the highest and best bidder, payable at the time of the sale, the following described real property, situated in the County of SKAGIT, State of WASHINGTON, to Wit:

LOT 20, WILIDA ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGES 11 AND 12, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

The street or other common designation if any, of the real property described above is purported to be:
1202 INDEPENDENCE BLVD., SEDRO WOOLLEY, WA 98284

The undersigned Trustee disclaims any liability for any incorrectness of the above street or other common designation.

which is subject to that certain Deed of Trust dated July 28, 2004, recorded August 3, 2004, under Auditor's File No. 200408030098 in Book --- Page ---, records of SKAGIT County, WASHINGTON, from DAVID A. HAMITER SR., NANCY ANN HAMITER as Grantor, to EVERGREEN TITLE COMPANY as Trustee, to secure an obligation in favor of OPUS BANK, SUCCESSOR BY MERGER TO CASDADE BANK as Beneficiary.

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 Borrower's or 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:

Failure to pay when due the following amounts which are now in arrears:

3 PYMTS FROM 06/01/14 TO 08/01/14 @ 1,027.55	\$3,082.65
3 L/C FROM 06/16/14 TO 08/16/14 @ 36.69	\$110.07
8 PYMTS FROM 09/01/14 TO 04/01/15 @ 1,027.23	\$8,217.84
8 L/C FROM 09/16/14 TO 04/16/15 @ 36.67	\$293.36

Sub-total of amounts in arrears: \$11,703.92

PLUS ATTORNEYS FEES & ADVANCES.

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

IV

The sum owing on the obligation secured by the Deed of Trust is principal \$134,993.00 together with interest as provided in the note or other instrument secured from 05/01/14, 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 the 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 08/28/15. The default(s) referred to in paragraph III must be cured by 08/17/15, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before 08/17/15, (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 08/17/15, (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 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:

DAVID A. HAMITER SR.
1202 INDEPENDENCE BLVD
SEDRO WOOLLEY, WA 98284

HEIRS & DEVISEES OF DAVID A. HAMITER SR.
1202 INDEPENDENCE BLVD
SEDRO WOOLLEY, WA 98284

NANCY ANN HAMITER
1202 INDEPENDENCE BLVD
SEDRO WOOLLEY, WA 98284

OCCUPANT
1202 INDEPENDENCE BLVD
SEDRO WOOLLEY, WA 98284

by both first class and certified mail on March 16, 2015, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on March 16, 2015, 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 objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to these 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.

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.

XI

NOTICE TO GUARANTORS

1. If you are a guarantor of the obligations secured by the deed of trust, you 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. You have 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. You 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 other deed of trust granted to secure the same debt. 5. In any action for a deficiency, you 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 your 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.

Notice and other personal service may be served on the Trustee at:
T.D. SERVICE COMPANY OF WASHINGTON
2611 NE 113th Street
Suite 300
Seattle, WA 98125
(800) 843-0260
(206) 859-6989

DATED: April 17, 2015

T.D. SERVICE COMPANY OF WASHINGTON, SUCCESSOR TRUSTEE

By [Signature]
CRYSTAL ESPINOZA, ASSISTANT SECRETARY
4000 W. Metropolitan Drive
Suite 400
Orange, CA 92868
(800) 843-0260
(206) 859-6989

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (888) 988-6736 or you may access sales information at salestrack.tdsf.com

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

On 04/17/15 before me, AHMANDA MACIAS, a Notary Public, personally appeared CRYSTAL ESPINOZA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the Laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

