

COVER SHEET

Return To:

Fairhaven Legal Associates, P.S.
P.O. Box 526
Burlington, Washington 98233



201505140067

Skagit County Auditor
5/14/2015 Page

1 of

6 2:12PM

\$77.00

DOCUMENT TITLE(S)

Notice of Trustee's Sale

REFERENCE NUMBER(S)

Deed of Trust - 201007270066

GRANTOR(S)

- 1) Fairhaven Legal Associates
- 2) Dods, Michael and Darlene

GRANTEE(S)

- 1) Lisa Kelly
- 2) Public

LEGAL DESCRIPTION

PTN Block 9, C.W. Griest's First Addition to Grassmere

ASSESSORS PARCEL / TAX ID NUMBER:

P71006/P71008/P71009

NOTICE OF TRUSTEE'S SALE

To: Lisa Kelly
44978 Dalles Road
Concrete, WA 98237

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 28th day of August, 2015, at the hour of 10:00 o'clock a.m. at the main entrance of the Skagit County Courthouse located at 205 W. Kincaid Avenue, Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situate in the County of Skagit, State of Washington, to-wit:

See attached Exhibit A.

Assessor's Tax/Parcel No.s: P71006/P71008/P71009

More commonly known as: 44978 Dalles Road, Concrete, WA 98273

which is subject to a certain Deed of Trust dated July 19th, 2010, recorded July 27th, 2010, under Auditor's File No. 201007270066, records of Skagit County Washington, from Lisa E. Kelly, a single person, as Grantor to Chicago Title Company of Skagit County, as Trustee, which Trustee has been succeeded by DAVID L. DAY of Fairhaven Legal Associates P.S., to secure an obligation in favor of Michael H. Dods and Darlene M. Dods, as Beneficiary.

II.

No action commenced by the Beneficiary of the Deeds 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 Deeds of Trust.

III.

The default for which this foreclosure is made is/are as follows: For failure to pay when due the following amounts which are now in arrears, \$11,203.39, plus other charges, costs and fees as set forth in the Notice of Foreclosure, and for other than payment of money such as nonpayment of Taxes.

IV.

The sum owing on the obligation secured by the Deeds of Trust is:
Principal \$49,448.16, together with interest as provided in the Note and such other costs and fees as are due under the Note and Deed of Trust 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 the 28th day of August, 2015. The default(s) referred to in paragraph III must be cured by the 17th day of August, 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 the 17th day of August, 2015 (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 by the Grantor anytime after the 17th day of August, 2015 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor, or his successor in interest 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 or his successor in interest at the following address:

Lisa Kelly
44978 Dalles Road
Concrete, WA 98237

by both first class and certified mail on the 3rd day of April, 2015, proof of which is in the possession of the Trustee; on the 4th day of April, 2015 the written notice of default was served to a man who identified himself as a person who lived in the residence at the real property described in paragraph I above, and the Trustee has possession of proof of such service.

VII.

The Trustee whose name and address is 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.

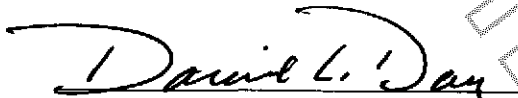
Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale.

X.

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the twentieth 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 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.

DATED this 12th day of May, 2015.


DAVID L. DAY, Successor Trustee
POB 526
Burlington, WA 98233
(360) 755-0611

STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

THIS IS TO CERTIFY that on this 12th day of May, 2015, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared David L. Day to me known to be the President of Fairhaven Legal Associates, the corporation that executed the within and 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 stated that said individual was authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Michelle D. Ferris

NOTARY PUBLIC for Washington.

My Commission Expires: 5-18-2015

EXHIBIT "A"

PARCEL "A":

Lot 3, Block 9, "C. W. GRIEST'S PLAT OF GRASMERE," as per plat recorded in Volume 3 of Plats, page 94, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Lot 4, Block 9, "C. W. GRIEST'S PLAT OF GRASMERE," as per plat recorded in Volume 3 of Plats, page 94, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

The East 40 feet of the following described tract:

Beginning at the Southwest corner of Block 9, "C. W. GRIEST'S PLAT OF GRASMERE," as per plat recorded in Volume 3 of Plats, page 94, records of Skagit County, Washington;
thence East along the South line of said Block 9, 280 feet;
thence North 100 feet;
thence West 280 feet;
thence South 100 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.