



Skagit County Auditor

7/1/2015 Page

1 of

7

1:51PM

\$78.00

NOTICE OF TRUSTEE'S SALE

I.

P# 60583

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Stephen C. Schutt, will on the 16th day of October, 2015, at the hour of 10:00 o'clock a.m., on the steps of the Skagit County Superior Courthouse, 3rd and Kincaid in the City of Mt. 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, situated in the County of Skagit, State of Washington, to wit:

Lots 13 and 14, Block 3, PLAT OF WHITE'S FIRST ADDITION TO THE CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, page 41, records of Skagit County, Washington

the postal address of which is commonly known as 820 - 32nd Street, Anacortes, Washington 98221 which is subject to that certain Deed of Trust dated June 2, 2005, recorded June 3, 2005, under Auditor's File No. 200506030152, records of Skagit County, Washington, from Kelly M. Keppler, a single person, as Grantor, Chicago Title Company, Island Division, a Washington Corporation, as Trustee, to secure an obligation in favor of Harland R. Christensen, as Beneficiary.

Stephen C. Schutt is now the Successor Trustee by reason of a Appointment of Successor Trustee recorded on June 11, 2015, under Auditor's/Recorder's No. 201506110047, records of Skagit County, Washington.

II.

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary Successor 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 for which this foreclosure is made is as follows: Failure to pay monthly installments as due, the unpaid principal and unpaid interest which was due as provided for in the "Promissory Note" secured by the above referenced Deed of Trust.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$ 158,888.71 together with interest as provided in the note or other instrument secured from the 2nd day of June, 2005, 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 the 16th day of October, 2015. The defaults referred to in paragraph III must be cured by the 5th day of October, 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 the 5th day of October, 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 any time after the 5th day of October, 2015 (11 days before the sale date), and before the sale by the Grantor or the Grantor's 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 Grantor or the Grantor's successor in interest at the following address:

820 - 32nd Street, Anacortes, Washington

by both first class and certified mail on the 1st day of June, 2015, proof of which is in the possession of the Trustee; the written notice of default was posted in a conspicuous place on the real property described in paragraph I above on June 1, 2015, 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 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 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 and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

DATED this 1 day of July, 2015.


STEPHEN C. SCHUTT
1011 - 8th Street
Address: P. O. Box 1032
Anacortes, WA 98221
Telephone: (360) 293-5094

NOTICE OF FORECLOSURE

Pursuant to the Revised Code of Washington
Chapter 61.24.RCW

The attached Notice of Trustee's Sale is a consequence of defaults in the obligation to HARLAND R. CHRISTENSEN, the Beneficiary of your Deed of Trust and owner of the obligation secured thereby. Unless the defaults are cured, your property will be sold at auction on the 16th day of October, 2015.

To cure the default(s), you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorneys' fees as set forth below by the 5th day of October, 2015 (11 days before the sale date). To date, these arrears and costs are as follows:

	Current due to reinstate	Estimated amount that will be due to reinstate on 5 October, 2015
Delinquent payments from December 2013 in the amount of \$ 11,259.78		
Note balance	\$158,888.71 plus interest	\$158,888.71 plus interest
Late charges in the total amount of:	0	0
Attorney's fees	\$ 4,000.00	\$ 4,000.00
Trustee's fee	0	0
Trustee's expenses: (Itemization)		
Title report	\$ 754.08	\$ 754.08
Recording fees	\$ 160.00	\$ 160.00

Service/posting of notices:	\$	\$ 40.00
Postage/copying expense:	\$ 150.00	\$ 260.00
Publication		\$ 550.00
Telephone charges	\$ 0	\$ 0
Inspection fees	\$ 0	\$ 0
TOTALS:	<u>\$163,952.79</u>	<u>\$164,042.79</u>

To pay off the entire obligation secured by your Deed of Trust as of the 1st day of July, 2015, you must pay a total of \$158,888.71 in principal, \$8,000.00 in interest, plus other costs and advances estimated to date in the amount of \$6,000.00. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of rust as of the payoff date.

Default:

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 no 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.

Default	Description of Action Required to Cure and Documentation Necessary to Show Cure
<u>Property Tax</u>	Pay current and arrearage, receipt To Trustee Stephen C. Schutt
<u>Structure Insurance</u>	Pay current and arrearage, receipt To Trustee Stephen C. Schutt

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You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the 5 th day of October, 2015 (11 days before the sale date) by paying the amount set forth or estimated above and by curing any further defaults described above. Of course, as time passes, other payments may become due and any further payments coming due must be added to your reinstating payment. In addition, because some of the charges can only be estimated at this time and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay. Tender of payment or performance must be made to:

STEPHEN C. SCHUTT, whose address is:
1011 Eighth Street
P.O. Box 1032
Anacortes, WA 98221
Telephone # (360) 293-5094

AFTER THE 5 th day of October, 2015, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance (\$158,888.71) plus accrued interest costs, taxes and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

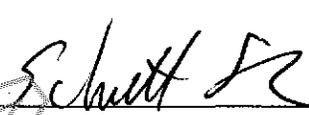
You may contest this default by initiating Court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. A copy of our Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale but only if you persuade the Court of the merits of your defense. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals.

The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at:

STEPHEN C. SCHUTT
1011 Eighth Street
P.O. Box 1032
Anacortes, WA 98221
Telephone # (360) 293-5094
FAX No. 9360) 299-0416
Email: schuttatty@yahoo.com

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above or if you do not succeed in restraining the sale by Court action, your property will be sold to satisfy the obligations secured by your Deed of Trust. The effect of such a sale will be to deprive you and all those who hold by, through, or under you of all interest in the property.

Dated this 1st day of July, 2015.



STEPHEN C. SCHUTT, Trustee
Address: 1011 Eighth Street
P.O. Box 1032
Anacortes, WA 98221