

RECORDING REQUESTED BY:



201509250064

WHEN RECORDED MAIL TO:

Skagit County Auditor

\$75.00

9/25/2015 Page

1 of

4 11:46AM

Trustee Corps
1700 Seventh Avenue, Suite 2100
Seattle WA 98101

TS No WA08000514-15-1

APN 4751-000-018-0000

TO No 150134525-WA-MSI

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that on **January 29, 2016, 10:00 AM**, at **main entrance Skagit County Courthouse, located at 3rd & Kincaid, Mount Vernon, WA**, MTC Financial Inc. dba Trustee Corps, the undersigned Trustee, will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of Skagit, State of Washington, to-wit:

UNIT 18, "WESTPOINT, A CONDOMINIUM," AS PER THE SURVEY MAP AND SET OF PLANS RECORDED APRIL 20, 2000, UNDER AUDITOR'S FILE NO. 200004200062, AND AMENDMENT RECORDED SEPTEMBER 7, 2000, UNDER AUDITOR'S FILE NO. 200009070034, AND AS DESCRIBED IN THE DECLARATION THEREOF RECORDED APRIL 20, 2000, UNDER AUDITOR'S FILE NO. 200004200063, AND AMENDMENTS THERETO RECORDED SEPTEMBER 7, 2000, OCTOBER 6, 2000, AND FEBRUARY 26, 2002 UNDER AUDITOR'S FILE NOS. 200009070035, 200010060069 AND 200202260116, RESPECTIVELY. SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

APN: 4751-000-018-0000

More commonly known as **737 WEST POINT DRIVE, BURLINGTON, WA 98233**

which is subject to that certain Deed of Trust dated as of February 23, 2011, executed by BRIAN D. MAGANA, SINGLE AS HIS SEPARATE ESTATE as Trustor(s), to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for BROKER SOLUTIONS, INC. DBA NEW AMERICAN FUNDING, A CALIFORNIA CORPORATION, Beneficiary of the security instrument, its successors and assigns, recorded March 28, 2011 as Instrument No. 201103280116 and the beneficial interest was assigned to **U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust** and recorded March 17, 2015 as Instrument Number 201503170035 of official records in the Office of the Recorder of Skagit County, Washington.

II. No action commenced by **U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust**, the current Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantors' default on the obligation secured by the Deed of Trust/Mortgage.

Current Beneficiary: **U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust**
Contact Phone No: **800-401-6587**
Address: **13801 Wireless Way, Oklahoma City, OK 73134**

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:

DELINQUENT PAYMENT INFORMATION

| From | To | Number of Payments | Monthly Payment | Total |
|-------------------|--------------------|--------------------|-----------------|--------------------|
| September 1, 2013 | September 22, 2015 | 25 | \$1,067.76 | \$26,694.00 |

LATE CHARGE INFORMATION

| | | |
|-------------------|--------------------|-----------------|
| September 1, 2013 | September 22, 2015 | \$982.33 |
|-------------------|--------------------|-----------------|

PROMISSORY NOTE INFORMATION

| | |
|-------------------|--------------------------|
| Note Dated: | February 23, 2011 |
| Note Amount: | \$150,728.00 |
| Interest Paid To: | August 1, 2013 |
| Next Due Date: | September 1, 2013 |

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$143,987.74, together with interest as provided in the Note or other instrument secured, 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on **January 29, 2016**. The defaults referred to in Paragraph III must be cured by **January 18, 2016**, (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 **January 18, 2016** (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustees' fees and costs are paid. Payment must be in cash or with cashiers' or certified checks from a State or federally chartered bank. The sale may be terminated any time after the **January 18, 2016** (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

VI. A written Notice of Default was transmitted by the current Beneficiary, U.S. Bank Trust, N.A. as Trustee for LSF9 Master Participation Trust or Trustee to the Borrower and Grantor at the following address(es):

ADDRESS

UNKNOWN SPOUSE OF BRIAN D. MAGANA
737 WEST POINT DRIVE, BURLINGTON, WA 98233

UNKNOWN SPOUSE OF BRIAN D. MAGANA
1262 ARREZO DRIVE, SEDRO WOOLLEY, WA 98284

BRIAN D. MAGANA
737 WEST POINT DRIVE, BURLINGTON, WA 98233

BRIAN D. MAGANA
1262 ARREZO DRIVE, SEDRO WOOLLEY, WA 98284

BRIAN D. MAGANA
737 WEST POINT DRIVE, BURLINGTON, WA 98233-2697

by both first class and certified mail on June 19, 2015, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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 objections to this 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 Trustees' Sale.

X. If the Borrower received a letter under RCW 61.24.031:

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.

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 might 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: (877) 894-4663 or (800) 606-4819 Website: www.wshfc.org

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

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (800) 606-4819 Website: www.homeownership.wa.gov

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 the Unlawful Detainer Act, 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: 9/23/2015

**MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee**

By: Jessica Cimarusi, Authorized Signatory

MTC Financial Inc. dba Trustee Corps
1700 Seventh Avenue, Suite 2100
Seattle WA 98101
Phone: (800) 409-7530
TDD: (800) 833-6388

For Reinstatement/Pay Off Quotes, contact MTC Financial Inc. DBA Trustee Corps

TRUSTEE'S SALE INFORMATION CAN BE OBTAINED ONLINE AT www.insourcelogic.com

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that **JESSICA CIMARUSTI** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Authorized Signatory for MTC Financial Inc. DBA Trustee Corps** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/23/15

Miranda Hingston
Notary Public in and for the State of Washington

Residing at King County

My Commission expires 4/10/18

MIRANDA HINGSTON
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
04-10-18

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.