

Skagit County Auditor

\$76.00

11/12/2015 Page

1 of

1:48PM

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO: Seaside Trustee of Washington Inc. c/o Law Offices of B. Craig Gourley 1002 10th St. P.O. Box 1091 Snohomish, Washington 98291 (360) 568-5065

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 601818 APN: P122156/4847-000-001-0000 TS No: 1507518WA

140941756

# PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET, SEQ.

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, Seaside Trustee of Washington Inc., will on 3/11/2016, at 10:00 AM at the main entrance to the Skagit County Courthouse, 205 West Kincaid Street, Mount Vernon, WA 98273 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 1, "Plans of Portalis Island Homes Condominium" Recorded December 8, 2004 as Auditor's File No. 200412080101 Pursuant to "Declaration for Portalis Homes Condominium" recorded December 8, 2004, as Auditor's File No. 200412080102, Records of Skagit County, Washington.

Commonly known as: 4902 PORTALIS WAY #1 ANACORTES, WA 98221

which is subject to that certain Deed of Trust dated 2/13/2007, recorded 2/22/2007, under Auditor's File No. 200702220011, in Book XX, Page XX records of Skagit County, Washington, from JOSEPH J. NAPOLI AND CHERYL A. SIEGRIST-NAPOLI, HUSBAND AND WIFE, as Grantor(s), to First American Title Company of Skagit County, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. acting solely as nominee for First Magnus Financial Corporation, an Arizona Corporation its successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. acting solely as nominee for First Magnus Financial Corporation, an Arizona Corporation its successors and assigns to The Bank of New York Mellon fka The Bank of New York, as Trustee for The Certificateholders of CWMBS, Inc., CHL Mortgage Pass-Through Trust 2007-4, Mortgage Pass-Through Certificates, Series 2007-4

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/Mortgage.

Loan No: 601818

T.S. No.: 1507518WA

МI.

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:

## PAYMENT INFORMATION

FROM THR	U NO.PMT	<u>AMOUNT</u>	<u>TOTAL</u>
5/1/2012 7/31/	<u>7</u> 2012 <u>3</u>	\$3,115.1 <del>4</del>	\$9,345.42
8/1/2012 11/30	0/2014 28	\$3,099.11	\$86,775.08
12/1/2014	1/2015 11	\$3,621.84	\$39,840.24
	2015 <b>1</b>	\$3,274.59	\$3,274.59

#### LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	NO. LATE CHARGES	<u>TOTAL</u>
5/1/2012	11/6/2015		\$3,570.58

#### PROMISSORY NOTE INFORMATION

Note Dated:	2/13/2007
Note Amount:	\$506,750.00
Interest Paid To:	4/1/2012
Next Due Date:	5/1/2012

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$497,492.45, together with interest as provided in the Note from 5/1/2012, and such other costs and fees 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 3/11/2016. The defaults referred to in Paragraph III must be cured by 2/29/2016, (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 2/29/2016 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's 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 2/29/2016 (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 Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

<u>NAME</u> JOSEPH J. NAPOLI AND CHERYL A. SIEGRIST-NAPOLI, HUSBAND AND WIFE. ADDRESS 4902 PORTALIS WAY #1 ANACORTES, WA 98221

by both first class and certified mail on 10/5/2015, 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.

Loan No: 601818

T.S. No.: 1507518WA

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 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 20<sup>th</sup> 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 20<sup>th</sup> 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.

NOTICE TO POTENTIAL BIDDERS: We request certified funds at sale be payable directly to SEASIDE TRUSTEE INC. to avoid delays in issuing the final deed.

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 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: (877) 894-4663. Website: www.homeownership.wa.gov 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. (888) 201-1014. Website: http://nwjustice.org

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: 11/6/2015 Trustee Sales Information: (888)988-6736 / salestrack.tdsf.com Trustee's Assistance Corporation 4000 W. Metropolitan Dr. Ste. 400 Orange, Ca. 92868

Seaside Trustee of Washington Inc. c/o Law Offices of B. Craig Gourley 1002 10th St. P.O. Box 1091 Snohomish, Washington 98291 (360) 568-5065

Elvia Bouche Vice President

Loan No: 601818

T.S. No.: 1507518WA

## STATE OF NEVADA

## COUNTY OF CLARK

On this day personally appeared before me ELVIA BOUCHE, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 9th day of November, 2015

Notary Public residing at LAS VEGAS

Printed Name: Christian Tapia

My Commission Expires: 7/24/2018

CHRISTIAN TAPIA
Notary Public, State of Nevada
Appointment No. 10-2427-1
My Appt. Expires Jul 24, 2018