



201512010097

Skagit County Auditor

\$127.00

12/1/2015 Page

1 of

5 2:19PM

Document Title: NOTICE OF TRUSTEE'S SALE

Reference Number: 200711150113

Grantor(s):

☐ additional grantor names on page ____

1. BENJAMIN D. DETIPRIN

2.

Grantee(s):

☐ additional grantee names on page ____

1. ANTHONY L MALO YR +

2. CHRISTIANE TMALO.

Abbreviated legal description:

☐ full legal on page(s) ____

L 20, 21 + 22 BLK. 1120, NORTHERN PACIFIC
ADD ANACORTES, VOL 2 PLATS P 9-11

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

3809-120-022-0007

I, ANN T., am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$73.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

12-1-15

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
Law Offices of Les Zieve
1100 Dexter Avenue North, Suite 100
Seattle, WA 98109

120054224

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 3809-120-022-0007

Deed of Trust Instrument No.: 200711150113

Grantor: ANTHONY L MALO JR. AND CHRISTIANE T MALO, HUSBAND AND WIFE

Grantee: ABACUS MORTGAGE, INC as Lender,

TS No: 15-35906

NOTICE OF TRUSTEE'S SALE

"THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only 20 DAYS from the recording date of 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: 1-877-894HOME (1-877-894-4663)
Web site: <http://www.dfi.wa.gov/consumers/homeownership/>

The United States Department of Housing and Urban Development: Telephone: 1-800-569-4287
Web site: <http://portal.hud.gov/hudportal/HUD>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys
Telephone: 1-800-606-4819 Web site: <http://www.ocia.wa.gov/>

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, **BENJAMIN D. PETIPRIN** will on **4/1/2016, at 10:00 AM at main entrance Skagit County Courthouse, located at 3rd & Kincaid, Mount Vernon, WA** 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:

LTS 20-22, BLK 1120, NORTHERN PACIFIC AD TO ANACORTES

Commonly known as: 2107 MINNESOTA AVENUE
ANACORTES, WA 98221

which is subject to that certain Deed of Trust dated 11/8/2007, recorded 11/15/2007, under Auditor's File No. 200711150113, records of Skagit County, Washington, from ANTHONY L MALO JR. AND CHRISTIANE T MALO, HUSBAND AND WIFE, as Grantor(s), to CHICAGO TITLE COMPANY, as Trustee, to secure an obligation in favor of ABACUS MORTGAGE, INC as Lender, Deutsche Bank National Trust Company, as Trustee for IndyMac INDA Mortgage Loan Trust 2007-AR9, Mortgage Pass-Through Certificates, Series

Loan No: 1009000251

T.S. No.: 15-35906

2007-AR9 is the holder of the Promissory Note and current Beneficiary of the Deed of Trust.

Full Legal Description: Below Attached

LOTS 20, 21 AND 22, BLOCK 1120, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE NORTH 69°41'51" EAST, ALONG THE NORTH LINE OF SAID LOT 22, FOR 40.00 FEET; THENCE SOUTH 24°41'51" WEST, FOR 56.57 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 22; THENCE NORTH 20°18'09" WEST ALONG SAID WEST LINE FOR 40.00 FEET TO THE POINT OF BEGINNING. (ALSO KNOWN AS TRACT A OF SURVEY RECORDED JANUARY 20, 2005, UNDER AUDITOR'S FILE NO. 200501200092, RECORDS OF SKAGIT COUNTY, WASHINGTON). SITUATED IN SKAGIT COUNTY, WASHINGTON

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:

PAYMENT INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
5/1/2011	11/19/2015	55	\$3,588.54	\$261,796.70

LATE CHARGE INFORMATION

<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
0	\$0.00

PROMISSORY NOTE INFORMATION

Note Dated:	11/8/2007
Note Amount:	<merge src="{Note.Amount}" />
Interest Paid To:	4/1/2011
Next Due Date:	5/1/2011

IV. The sum owing on the obligation secured by the Deed of Trust is: Principal \$649,999.60, together with interest as provided in the note or other instrument secured from the 5/1/2011, 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 **4/1/2016**. The default(s) referred to in Paragraph III must be cured by 3/21/2016, (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 3/21/2016 (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 3/21/2016 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the

Loan No. 1009000251

T.S. No.: 15-35906

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 addresses:

<u>NAME</u>	<u>ADDRESS</u>
ANTHONY L MALO JR.	2107 MINNESOTA AVENUE ANACORTES, WA 98221
ANTHONY L MALO JR.	P.O. BOX 1356 ANACORTES, WA 98221
CHRISTIANE T MALO	2107 MINNESOTA AVENUE ANACORTES, WA 98221
CHRISTIANE T MALO	P.O. BOX 1356 ANACORTES, WA 98221

by both first class and certified mail on , 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 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. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

DATED: 11-20-15
TBR

Benjamin D. Petiprin, Esq., c/o Law Offices of Les Zieve as Trustee

Address for service:
Law Offices of Les Zieve
1100 Dexter Avenue North, Suite 100
Seattle, WA 98109
Phone No: (206) 866-5345

Loan No: 1009000251

T.S. No.: 15-35906

Beneficiary / Servicer Phone: (800)315-4757

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) ss.
County of Orange)

On 11/20/15, before me, <merge src="%NotaryName%" />, Notary Public personally appeared BENJAMIN DAVID PETIPRIN 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: Barbara Mackenzie

