## POOR ORIGINAL

201601200021

Skagit County Auditor 1/20/2016 Page

1 of

4 12:13PM

\$76.00

WHEN RECORDED MAIL TO:
Quality Loan Service Corp. of Washington
C/O Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

TS No.: WA-15-692181-SW

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No.: 340205-0-018-0102
Title Order No.: 150283923-WA-MSI
Deed of Trust Grantor(s): JIM SYKES

Deed of Trust Grantee(s): MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS

NOMINEE FOR BANK OF THE PACIFIC

Deed of Trust Instrument/Reference No.: 201204050043

## **NOTICE OF TRUSTEE'S SALE**

Pursuant to the Revised Code of Washington 61.24, et seq.

I. NOTICE IS HEREBY GIVEN that Quality Loan Service Corp. of Washington, the undersigned Trustee, will on 5/13/2016, at 10:00 AM At the Main Entrance to the Skagit County Courthouse, located at 205 W. Kincaid St. (3rd & Kincaid St.), Mount Vernon, WA 98273 sell at public auction to the highest and best bidder, payable in the form of credit bid or cash bid in the form of 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:

THE NORTH 132.5 FEET OF THE SOUTH 280 FEET OF THE WEST 250 FEET OF THE FOLLOWING DESCRIBED TRACT; THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 34, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE WESTERLY LINE OF STATE HIGHWAY NO. 536, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED AUGUST 23, 1956, UNDER AUDITORS FILE NO. 542262, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHERE IT INTERSECTS A LINE DRAWN PARALLEL WITH AND 864.4 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID STATE HIGHWAY TO A POINT ON SAID WESTERLY LINE WHICH IS 1,442,3 FEET SQUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE WEST PARALLEL WITH SAID NORTH LINE 800 FEET, MORE OR LESS, TO A POINT 660 FEET EAST OF THE WEST LINE OF SAID SECTION 5; THENCE NORTH PARALLEL WITH SAID WEST SECTION LINE 577.8 FEET MORE OR LESS, TO A POINT WHICH IS 864.4 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE EAST TO THE POINT OF BEGINNING. EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED ON STATUTORY WARRANTY DEED TO WAYNE L. ABBOTT AND HOPE E, ABBOTT, HUSBAND AND WIFE, RECORDED UNDER SKAGIT COUNTY AUDITORS FILE NO. 9108150114; THENCE NORTH 86°03'11" WEST ALONG THE NORTH LINE OF SAID ABBOTT PARCEL, 61.20 FEET; THENCE SOUTH 65°44'07' EAST, 66.01' FEET, MORE OR LESS, TO THE EAST LINE OF SAID ABBOTT PARCEL AT A POINT BEARING SOUTH 1°14'47° WEST FROM THE POINT OF BEGINNING; THENCE NORTH 1°14'47" EAST, 24.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.,

DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED ON STATUTORY WARRANTY DEED TO RAY L. SIZEMORE, A SINGLE MAN, AND RECORDED UNDER SKAGIT COUNTY AUDITORS FILE NO. 9003150086; THENCE NORTH 88°03'11" WEST ALONG THE SOUTH LINE OF SAID SIZEMORE PARCEL, 61.20 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 66°44'07" WEST, 0.90 FEET; THENCE NORTH 70°41'40" WEST, 121.21 FEET; THENCE SOUTH 77'10'32" WEST, 70.39 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SIZEMORE PARCEL AT A POINT BEARING NORTH 88°03'11" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°03'11' EAST ALONG THE SOUTH LINE OF SAID SIZEMORE PARCEL, 188.82 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SITUATED IN SKAGIT COUNTY, WASHINGTON.

More commonly known as:
7162 AQUA LANE, ANACORTES, WA 98221

which is subject to that certain Deed of Trust dated 3/28/2012, recorded 4/5/2012, under 201204050043 records of SKAGIT County, Washington, from JIM SYKES, AN UNMARRIED MAN., as Grantor(s), to CHICAGO TITLE, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BANK OF THE PACIFIC, as Beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BANK OF THE PACIFIC (or by its successors-in-interest and/or assigns, if any), to JPMorgan Chase Bank, National Association.

- 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.
- III. The default(s) for which this foreclosure is made is/are as follows: Failure to pay when due the following amounts which are new in arrears: \$23,067.05
- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$184,606.47, together with interest as provided in the Note from 10/1/2014 on, 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 5/13/2016. The defaults referred to in Paragraph III must be cured by 5/2/2016 (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 5/2/2016 (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 5/2/2016 (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, 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 address(es):

NAME
JIM SYKES, AN UNMARRIED MAN.
ADDRESS
7162 AQUA LANE, ANACORTES, WA 98221

by both first class and certified mail, 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. These requirements were completed as of 11/21/2015.

- 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.

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 who are not tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict 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.

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: Toll-free; 1-877-894-HOME (1-877-894-4663) or Web site: <a href="http://www.dfi.wa.gov/consumers/homeownership/post\_purchase\_counselors-foreclosure.htm">http://www.dfi.wa.gov/consumers/homeownership/post\_purchase\_counselors-foreclosure.htm</a>.

The United States Department of Housing and Urban Development: Toll-free: 1-890-569-4287 or National Web Site: <a href="http://portal.hud.gov/hudportal/HUD">http://portal.hud.gov/hudportal/HUD</a> or for Local counseling agencies in Washington: <a href="http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc">http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc</a>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: 1-800-606-4819 or Web site: <a href="http://nwjustice.org/what-clear">http://nwjustice.org/what-clear</a>.

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

## QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBTAND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Dated:

Trustee's Mailing Address: Quality Loan Service Corp. of Washington C/O Quality Loan Service Corp. 411 Ivy Street, San Diego, CA 92101 (866) 645-7711

Sale Line: 800-280-2832

Or Login to: http://wa.qualityloan.com

TS No.: WA-15-692181-SW

Quality Loan Service Corp. of Washington, as Trustee By: Lauren Esquivel, Assistant Secretary

Trustee's Physical Address: Quality Loan Service Corp. of Washington 108 1st Ave South, Suite 202 Seattle, WA 98104 (866) 925-0241

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) County of: San Diego)

COURTNEY PATANIA On a notary public, personally who proved to me on the basis of satisfactory evidence to re 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)

COURTMEY PATANIA Commission # 2044156 Votary Public - California San Disgo County Comm. Express Nov 1.

Signatul

COURTNEY PATANIA