

After Recording Return To:

Christopher R. Graving  
Stokes Lawrence, P.S.  
1420 Fifth Avenue, Suite 3000  
Seattle, WA 98101-2393



201601260100

Skagit County Auditor

1/26/2016 Page

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\$224.00

6 11:26AM

Document Title:

Notice of Trustee's Sale

Reference Number(s) of  
Documents Assigned or Released:

200812010132; 200812010135; 200812010129

Grantor(s):

Bradley N. York and JoJo Buckham-York, who also  
appears of record as Jo Buckham-York

Grantee(s):

SEL, Inc.

(Columbia State Bank, Beneficiary, as successor in interest  
to the Federal Deposit Insurance Corporation, as receiver  
for Summit Bank)

Legal Description:

Ptn Lot 3 & All Lot 4, Blk 2; Lots 1&2, Blk 4; Lots 3&4,  
Blk 4, All In Plat Of Town Conway

*Complete legal description is on page 2-3 of document.*

Assessor's Property Tax  
Parcel/Account Number(s):

P72941; P72942; P72932

## NOTICE OF TRUSTEE'S SALE

### I.

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee will on the 6th day of May, 2016, at the hour of nine-thirty (9:30) A.M. at the south entrance on the first floor of the Skagit County Courthouse, 700 South 2nd Street, Mount Vernon, Washington 98273, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real properties, situated in Skagit County, Washington.

The first property, which is not used principally for agricultural or farming purposes, is commonly known as 18620 Main Street, Conway, WA 98238, bears the real property tax identification number 4098-004-002-0005 (P72941), and is described as:

Lots 1 and 2, block 4, "PLAT OF THE TOWN OF CONWAY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 6, records of Skagit County, Washington.

Situate in the County of Skagit, state of Washington.

which is subject to that certain Deed of Trust granted by Bradley N. York and JoJo Buckham-York on November 28, 2008, and recorded with the Skagit County Auditor on December 1, 2008, at Auditor No. 200812010132 to secure an obligation in favor of Columbia State Bank, as Beneficiary.

The second property, which is not used principally for agricultural or farming purposes, is commonly known as NHN, Conway, WA 98238, bears the real property tax identification number 4098-004-004-0003 (P72942), and is described as:

Lots 3 and 4, Block 4, "PLAT OF THE TOWN OF CONWAY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 6, records of Skagit County, Washington.

TOGETHER WITH that portion of alley in Block 4, "PLAT OF THE TOWN CONWAY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 6, records of Skagit County, Washington.

The East 1/2 of alley abutting the West line of Lots 3 and 4, Block 4 of said Plat of Conway, lying South of the North line of said Lot 3, and North of the South line of said Lot 4, if said lines were extended Westerly.

TOGETHER WITH that portion of "First Street" as delineated on the face of said Plat of Conway, lying South of the North line of said Lot 3, Block 4, and North of the South line of said Lot 4, Block 4, if said lines were extended Easterly, and lying West of

Great Northern Railway Right-of-way as delineated on the face of said Plat of Conway.

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust granted by Bradley N. York and JoJo Buckham-York on November 28, 2008, and recorded with the Skagit County Auditor on December 1, 2008, at Auditor No. 200812010135 to secure an obligation in favor of Columbia State Bank, as Beneficiary.

The third property, which is not used principally for agricultural or farming purposes, is commonly known as 18573 Main Street, Conway, WA 98238, bears the real property tax identification number 44098-002-004-0007 (P72932), and is described as:

The South 4 feet of Lot 3 and all of Lot 4, Block 2, "PLAT OF THE TOWN OF CONWAY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 6, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust granted by Bradley N. York and JoJo Buckham-York on November 28, 2008, and recorded with the Skagit County Auditor on December 1, 2008, at Auditor No. 200812010129 to secure an obligation in favor of Columbia State Bank, as Beneficiary.

## II.

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's 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(s) for which this foreclosure is made are for failure to make payments when due, failure to make the payment due at maturity, failure to properly insure the real estate collateral, and failure to pay real estate taxes. The following amounts are now in arrears:

Principal:	\$216,514.16	
Accrued unpaid interest:	\$8,596.67	(through January 7, 2016)
Late Fees:	\$821.50	
Other Charges/Fees:	\$82,668.61	
Attorneys' Fees and Costs:	\$9,140.95	(estimated)
Total Due:	\$317,741.89	

Additionally, property taxes for the tax parcel P72942 are delinquent in the amount of \$2,593.68.

#### IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$216,514.16 together with interest as provided in the Note or other instrument secured from November 28, 2008, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

Interest is continuing to accrue at the rate of 20% or \$118.31 per day on the Note.

#### 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 6th day of May 2016. The defaults referred to in paragraph III must be cured by the 25th day of April 2016 (11 days before the sale date) along with payment of other ordinarily scheduled monthly payments to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 25th day of April 2016, the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 25th day of April 2016, 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 addresses:

POSTING AT: 18620 Main Street  
Conway, WA 98238

18573 Main Street  
Conway, WA 98238

BY FIRST CLASS AND CERTIFIED MAIL  
Brad and Jo York  
P.O. Box 756  
Conway, WA 9823

on December 2, 2015 (by mail) and December 3, 2015 (posting), proof of which is in the possession of the Trustee.

#### 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.**

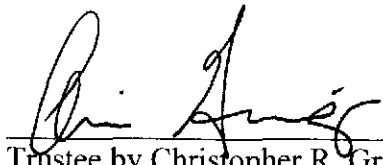
Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the 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 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 chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

SEL, Inc.

  
\_\_\_\_\_  
Trustee by Christopher R. Graving  
1420 Fifth Avenue, Suite 3000  
Seattle, WA 98101-2393

STATE OF WASHINGTON )

) ss.

KING COUNTY )

I certify that I know or have satisfactory evidence that Christopher R. Graving is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as an officer of SEL, Inc. and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Jan. 22, 2016



[PRINT NAME]

Gail K. Linzy-King

NOTARY PUBLIC for the State of Washington,  
residing at Kenmore

My appointment expires: 9-15-18