

After Recording, Return to:
Heather L. Smith
Northwest Trustee Services, INC.
P.O. Box 997
Bellevue, WA 98009-0997



201602110060
Skagit County Auditor \$77.00
2/11/2016 Page 1 of 5 1:37PM

File No.: 7303.26688
Trustee: Northwest Trustee Services, Inc.
Grantors: Bryan W. Barnwell, as his separate property
Grantee: Nationstar Mortgage LLC
Ref to DOT Auditor File No.: 200710220167
Tax Parcel ID No.: 4170-000-015-0132/P76963
Abbreviated Legal: Tr. B & Ptn Tr. A, SW SP #08-79 Within Tr. 15, Sedro Acreage., Skagit Co., WA

Notice of Trustee's Sale

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

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: Toll-free: 1-877-894-HOME (1-877-894-4663). Web site:

http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm

The United States Department of Housing and Urban Development Telephone: Toll-free: 1-800-569-4287. Web site:

<http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>

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

I.

On June 24, 2016, at 10:00 AM. Skagit County Courthouse, 205 W. Kincaid St. (3rd & Kincaid St.) in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the

Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Skagit, State of Washington:

Parcel "A": Tract B, Short Plat No. SW-0879, approved November 28, 1979, recorded December 3, 1979 in Book 4 of Short Plats, Page 1, under Auditor's File No. 7912030001 and being a portion of Tract "Sedro Acreage," as per Plat recorded in Volume 3 of Plats, Page 35, Records of Skagit County, Washington. Situate in the City of Sedro-Woolley, County of Skagit, State of Washington. Parcel "B": That portion of Tract "A" of Sedro-Woolley Short Plat No. SW-0879, approved November 28, 1979, recorded December 3, 1979 in Volume 4 of Short Plats, Page 1, under Auditor's File No. 7912030001, being a portion of Tract 15, "Sedro Acreage," as per Plat recorded in Volume 3 of Plats, Page 35, Records of Skagit County, Washington, described as follows: Beginning at the Southwest corner of Tract "B" of said Short Plat No. SW-0879; thence South 88 degrees 55'54" West 12 feet; thence North 0 degrees 20'09" East 108.00 feet; thence North 88 degrees 55'54" East 12 feet, to the Northwest corner of said Tract "B"; thence South along the West line of said Tract "B" to the Point of Beginning. Situate in the City of Sedro-Woolley, County of Skagit, State of Washington. Parcel "C": That portion of Lot 1, Binding Site Plan No. SW-01-93, (Sunset Industrial Park) recorded in Volume 11 of Short Plats, Pages 83 and 84, under Auditor's File No. 9406100051, and being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 35 North, Range 4 East, W.M. and of Tracts 14 and 15, "Sedro Acreage," as per Plat recorded in Volume 3 of Plats, Page 35, Records of Skagit County, Washington, more particularly described as follows: Beginning at the Northeast corner of Tract B, Short Plat No. SW-0879, approved November 28, 1979, recorded December 3, 1979 in Book 4 of Short Plats, Page 1, under Auditor's File No. 7912030001, said point also being a Southeast corner of Lot 1, Binding Site Plan No. SW-01-93; thence Northerly, along the Westerly line of Maple Street a distance of 4 feet, more or less, to an existing fence; thence Westerly, along said existing fence a distance of 96.00 feet, more or less, to an angle point in said existing fence; thence Southerly, along said existing fence to the Southerly line of said Lot 1, Binding Site Plan No. SW-01-93; thence Easterly, along the Southerly line of said Lot 1 to the Southwest corner of said Tract B; thence Northerly along the Westerly line of said Tract B, to the Northwest corner thereof; thence Easterly, along the Northerly line of said Tract B, to the Point of Beginning, Except that portion previously conveyed to Vern Knutzen et ux, by deed recorded July 6, 1989, under Auditor's File No. 8907060006. Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

Commonly known as: 925 Maple Street
Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated 10/17/07, recorded on 10/22/07, under Auditor's File No. 200710220167, records of Skagit County, Washington, from Bryan W. Barnwell, married, as his separate property, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Mann Mortgage LLC d/b/a Skagit Valley Mortgage, its successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Cenlar FSB to Nationstar Mortgage LLC, under an Assignment/Successive Assignments recorded under Auditor's File No. 201506040038.

*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

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 Grantor's or Borrower's default on the Obligation secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

		Amount due to reinstate as of 01/31/2016. If reinstating after this date, please contact NWTS for the exact reinstatement amount.
Monthly Payments		\$17,742.17
Lender's Fees & Costs		\$532.89
Total Arrearage	\$18,275.06	
Trustee's Expenses (Itemization)		
Trustee's Fee		\$945.00
Total Costs	<u>\$945.00</u>	
Total Amount Due:		\$19,220.06

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$92,776.26, together with interest as provided in the note or other instrument evidencing the Obligation from 04/01/14, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on June 24, 2016. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 06/13/16 (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 06/13/16 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 06/13/16 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of 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 address(es):

NAME AND ADDRESS

Bryan W. Barnwell aka Bryan Wray Barnwell
925 Maple Street
Sedro Woolley, WA 98284

Unknown Spouse and/or Domestic Partner
of Bryan W. Barnwell aka Bryan Wray Barnwell
925 Maple Street
Sedro Woolley, WA 98284

Bryan W. Barnwell aka Bryan Wray Barnwell
11116 Peacock Lane
Burlington, WA 98233

Unknown Spouse and/or Domestic Partner
of Bryan W. Barnwell aka Bryan Wray Barnwell
11116 Peacock Lane
Burlington, WA 98233

Bryan W. Barnwell aka Bryan Wray Barnwell
22128 State Route 9 #200
Mount Vernon, WA 98274

Unknown Spouse and/or Domestic Partner
of Bryan W. Barnwell aka Bryan Wray Barnwell
22128 State Route 9 #200
Mount Vernon, WA 98274

Sofie M. Barnwell aka Sofie Marie Barnwell
925 Maple Street
Sedro Woolley, WA 98284

Sofie M. Barnwell aka Sofie Marie Barnwell
11116 Peacock Lane
Burlington, WA 98233

Sofie M. Barnwell aka Sofie Marie Barnwell
22128 State Route 9 #200
Mount Vernon, WA 98274

Sofie M. Barnwell aka Sofie Marie Barnwell
c/o Christopher J. Pollino, Attorney
506 Main Street
Mount Vernon, WA 98273-3840

Bryan Barnwell aka Bryan Wray Barnwell
c/o Robert J. Miller, Attorney
3525 Colby Avenue Suite 333
Everett, WA 98201-4782

by both first class and certified mail, return receipt requested on 11/17/14, proof of which is in the possession of the Trustee; and on 11/17/14 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph 1 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 trustee's 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 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.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

Date Executed: 2/8/16
Northwest Trustee Services, Inc., Trustee

By *Heather L. Smith*
Authorized Signature
13555 SE 36TH ST. SUITE 100
BELLEVUE, WA 98006
Contact: Heather L. Smith
(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Heather Smith 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 the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-8-16

KACIE MCKERNAN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
11-20-19

Kacie McKernan
NOTARY PUBLIC in and for the State of
Washington, residing at KING
My commission expires 11-20-19

NORTHWEST TRUSTEE SERVICES, INC. 13555 SE 36TH ST. SUITE 100, BELLEVUE, WA 98006 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7303.26688

Borrower: Barnwell, Bryan W. and Sofie

SERVING WA, OR, ID, CA, NV, AZ, MT

This is an attempt to collect a debt and any information obtained will be used for that purpose.