



201603140109

AFTER RECORDING RETURN TO:
Weinstein & Riley, P.S.
2001 Western Avenue Suite 400
Seattle, WA 98121

Skagit County Auditor

\$78.00

3/14/2016 Page

1 of

6 1:02PM

Reference: Patrick Dawson and Robin E.. Dawson, 46777881

Reference No(s) of Documents Assigned or Released: 200506020041

Document Title: NOTICE OF TRUSTEE'S SALE

Grantor: Weinstein & Riley, P.S.

Grantee: Patrick M Dawson and Robin E Dawson, Husband and Wife

Abbreviated Legal Description as Follows: PTN SW 1/4, 2-34-3 E W.M. AKA PTN B, SP 23-85

Assessor's Property Tax Parcel/Account No(s): 340302-4-002-0500

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that the undersigned Weinstein & Riley, P.S., will on June 17, 2016 at 10:00 AM at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit:

PARCEL "A":

TRACT "B" OF SHORT PLAT NO. 23-85, APPROVED SEPTEMBER 19, 1985, FILED SEPTEMBER 20, 1985, UNDER AUDITOR'S FILE NO. 8509200002, IN VOLUME 7 OF SHORT PLATS, PAGE 44, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

EXCEPT THEREFROM:

(A) THAT PORTION LYING SOUTHERLY OF THE SOUTHWESTERLY PROJECTION OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF TRACT "A" OF SAID SHORT PLAT WHICH IS 12 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT "A" AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF SAID TRACT "A".

ALSO EXCEPT:

(B) BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A";

THENCE SOUTHWESTERLY ALONG THE PROJECTION OF THE ABOVE DESCRIBED LINE TO A POINT 10 FEET WEST OF THE EAST LINE OF SAID TRACT "B"; THENCE NORTHWESTERLY TO THE MOST NORTHERLY CORNER OF SAID TRACT "B";

THENCE SOUTHERLY ALONG THE NORTHEASTERLY LINE OF SAID TRACT "B" TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTHWESTERLY ONE FOOT OF THAT PORTION OF SAID PREMISES LYING WITHIN A ONE FOOT STRIP CONTIGUOUS TO AND SOUTHERLY OF THE LINE DESCRIBED IN SUB-PARAGRAPH (A) ABOVE AND ITS SOUTHWESTERLY PROJECTION.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR UTILITY PURPOSES OVER AND ACROSS THAT PORTION OF SAID TRACTS "A" AND "B", AND OVER AND ACROSS TRACT 1 OF SHORT PLAT NO. 74-80, APPROVED JUNE 19, 1980 AND RECORDED UNDER AUDITOR'S FILE NO. 8006190030, IN VOLUME 4 OF SHORT PLAT, PAGE 121, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE 10 FEET SOUTH OF AND PARALLEL TO THE LINE DESCRIBED IN SUB-PARAGRAPH (A) ABOVE AND ITS SOUTHWESTERLY PROJECTION.

ALSO TOGETHER WITH NON-EXCLUSIVE RIGHTS OF INGRESS, EGRESS AND UTILITIES OVER AND ACROSS TRACT "E" OF SAID SHORT PLAT.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Together with that certain 60x28 foot 1998 Moduline manufactured home bearing VIN 1-7665 and more fully described in that certain Title Elimination document filed with the Auditor of Skagit County, Washington on September 11, 1998 under Recording Auditor's No. 9809110086.

which is subject to that certain Deed of Trust dated May 27, 2005, recorded June 2, 2005, under Recorder's/Auditor's File Number 200506020041 records of Skagit County, Washington, from Patrick M Dawson and Robin E Dawson, Husband and Wife, as Grantor, to Washington Services, Inc., a Washington Corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings as Beneficiary. Said Deed of Trust was most recently modified on November 30, 2012. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 default on the obligation secured by the Deed of Trust.

III

The default(s) for which this foreclosure is made is/are as follows:

- i) Failure to pay the following amounts, now in arrears:

Amount due to reinstate by March 10, 2016

Monthly Payments:

Delinquent Monthly Payments Due:

From 03/01/2015 through 03/01/2015

13 payment(s) at \$1335.00

Total:

\$17,355.00

Late Charges:

12 late charge(s) at \$66.75

Total:

\$801.00

Corporate Advances:

\$2080.58

Return Item Fee:

\$20.00

Property Inspection Fee:

\$25.00

TOTAL DEFAULT:

\$20,281.58

Default	Description of Action Required to Cure and Documentation Necessary to Show Cure
Delinquent property taxes for the years of 2015, plus interest and penalties	Proof of Payoff

Evidence/Proof must be provided that the delinquency has been brought current.

IV

The sum owing on the obligation secured by the Deed of Trust is \$187,063.90, together with interest from February 1, 2015 as provided in the note or other instrument, 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 June 17, 2016. The payments, late charges, or other defaults must be cured by June 6, 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 on or before June 6, 2016 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after June 6, 2016 (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 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):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first-class and certified mail on September 15, 2015, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 15, 2015, 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 1 above, and the Trustee has possession of proof of such service or posting.

VII

The Trustee whose name and address are set forth 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 objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objection 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.

If the Trustee's Sale is set aside for any reason, the submitted bid will be forthwith returned without interest and the bidder will have no right to purchase the property. Recovery of the bid amount without interest constitutes the limit of the bidder's recourse against the Trustee and/or the Beneficiary.

XI

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's Sale is less than the debt secured by the Deed of Trust; (2) The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale; (3) The Guarantor will have no right to redeem the property after the Trustee's Sale; (4) Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced

within one year after the Trustee's Sale, or the last Trustee's Sale under any deed of trust granted to secure the same debt; and (5) In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs.

DATED: March 9, 2016

WEINSTEIN & RILEY, P.S.

Successor Trustee

By: _____

[Signature]
William L. Bishop Jr., Assistant Secretary
2001 Western Avenue Suite 400
Seattle, WA 98121
206-269-3490

State of Washington)

) ss.

County of King)

On this 9 day of March 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William L. Bishop, Jr., to me known to be an Officer of Weinstein and Riley P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]

Name: Darla Trautman
NOTARY PUBLIC in and for the State of Washington at: King
My Appt. Exp.: 04/18/2018

DARLA TRAUTMAN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
04-09-16

'Mailing List'

Patrick M. Dawson
16754 Frazier Lane,
Burlington, WA 98233

Robin E Dawson
16754 Frazier Lane,
Burlington, WA 98233

Patrick M. Dawson
26625 Main Drive,
Lebanon, MO 65536

Robin E Dawson
26625 Main Drive,
Lebanon, MO 65536

Patrick M. Dawson
508 S 2nd St,
Mt Vernon, WA 98273

Robin E Dawson
508 S 2nd St,
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