



201604070049

Skagit County Auditor

\$77.00

4/7/2016 Page

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5 11:43AM

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-14-634945-SW

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No.: P44518 / 350919-1-002-0005

Title Order No.: 140172275-WA-MSI

Deed of Trust Grantor(s): BRIAN A. DUKE

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

NOMINEE FOR EAGLE HOME MORTGAGE, LLC

Deed of Trust Instrument/Reference No.: 201012300150

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 8/5/2016, at 10:00 AM At main entrance Skagit County Courthouse, 3rd & Kincaid St, located at 205 W. Kincaid St, Mount Vernon, WA 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:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 9 IN SECTION 19, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, LYING WESTERLY OF HOOPER CREEK AS SAID CREEK EXISTED ON JUNE 13, 1942, AND NORTH OF SAUK VALLEY ROAD; EXCEPT THAT PORTION CONDEMNED BY SKAGIT COUNTY FOR ROAD PURPOSES UNDER SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 21057; AND EXCEPT THE FOLLOWING DESCRIBED TRACTS: THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF HOOPER CREEK AND THE NORTH MARGIN OF THE COUNTY ROAD AS SAID CREEK AND ROAD EXISTED ON APRIL 10, 1958; THENCE WEST ALONG SAID ROAD 300 FEET; THENCE NORTH 175 FEET; THENCE EAST 225 FEET, MORE OR LESS, TO THE CENTER OF HOOPER CREEK, AS IT SO EXISTED; THENCE ALONG SAID CENTER SOUTHERLY TO THE POINT OF BEGINNING. THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND OF GOVERNMENT LOT 9, SECTION 19, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SAUK VALLEY COUNTY ROAD WHICH LIES 460 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION AS MEASURED ALONG THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO THE SKAGIT RIVER; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID RIVER TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF THE SAUK VALLEY COUNTY ROAD; THENCE EASTERLY ALONG THE NORTH LINE OF SAID ROAD TO THE POINT OF BEGINNING. THAT PORTION OF THE SOUTHEAST QUARTER OF

THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF HOOPER CREEK AND THE NORTH MARGIN OF THE COUNTY ROAD AS CREEK AND ROAD EXISTING ON APRIL 10, 1958; THENCE WEST ALONG SAID ROAD 300.00 FEET TO A POINT DESIGNATED AS POINT "B"; THENCE NORTH 175.00 FEET; THENCE EAST 225.00 FEET, MORE OR LESS, TO THE CENTER OF HOOPER CREEK AS IT EXISTED ON JUNE 13, 1942, SAID POINT DESIGNATED AS POINT "A"; THENCE BEGINNING AT POINT "B"; THENCE ALONG SAID NORTH MARGIN OF COUNTY ROAD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5,770.00 FEET THROUGH A CENTRAL ANGLE OF 00°19'10" AND A RADIUS POINT WHICH BEARS SOUTH 13°35'36" EAST FROM THE LAST DESCRIBED POINT (POINT "B"); THENCE ALONG SAID CURVE TO AN INTERSECTION WITH AN EXISTING FENCE SAID POINT BEARING NORTH 33°06'00" WEST A DISTANCE OF 1,078.98 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 19, BEING THE BEGINNING POINT OF THE HEREIN DESCRIBED LINE; THENCE ALONG SAID FENCE THE FOLLOWING FOUR COURSES AND DISTANCES; THENCE NORTH 12°11'40" WEST A DISTANCE OF 170.11 FEET; THENCE NORTH 69°28'49" EAST A DISTANCE OF 95.21 FEET; THENCE SOUTH 20°52'50" EAST A DISTANCE OF 15.36 FEET; THENCE SOUTH 77°24'31" EAST A DISTANCE OF 17.15 FEET; THENCE SOUTH 88°42'47" EAST A DISTANCE OF 137.00 FEET TO THE CENTERLINE OF SAID HOOPER CREEK AS IT EXISTED ON JUNE 13, 1942; THENCE ALONG THE CENTERLINE THEREOF TO POINT "A" AS DESCRIBED WITHIN THIS DESCRIPTION AND THE TERMINUS OF SAID LINE. BASIS OF BEARING OF THIS DESCRIPTION IS THE EAST LINE OF THE SAID NORTHEAST QUARTER BEING NORTH 00°44'10" EAST. BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO MELVIN D. AND MARY PAT RAWLINGS IN STATUTORY WARRANTY DEED FILED UNDER AUDITOR'S FILE NO. 9211040083, SAID CORNER ALSO BEING THE SOUTHEAST CORNER ON THE NORTH RIGHT OF WAY LINE OF THE SAUK VALLEY ROAD AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN VOLUME 17 OF SURVEYS AT PAGE 22, UNDER AUDITOR'S FILE NO. 9505170013; THENCE NORTH 01°04'32" EAST ALONG THE WEST LINE OF SAID RAWLINGS TRACT AS SHOWN ON SAID SURVEY 175.00 FEET; THENCE SOUTH 87°38'15" EAST ALONG THE NORTH LINE OF SAID RAWLINGS TRACT AS SHOWN ON SAID SURVEY 122.74 FEET TO AN EXISTING REBAR AND CAP; THENCE CONTINUING SOUTH 87°38'15" EAST 101.39 FEET, MORE OR LESS, TO THE CENTERLINE OF HOOPER CREEK; THENCE NORTH 33°08'34" WEST ALONG SAID CENTERLINE 51.39 FEET; THENCE NORTH 56°01'49" WEST ALONG SAID CENTERLINE 16.16 FEET; THENCE SOUTH 81°07'17" WEST 62.32 FEET TO A POINT ON THE NORTH SIDE OF A 26 INCH DIAMETER DOUGLAS FIR; THENCE CONTINUING SOUTH 81°01'17" WEST 83.34 FEET TO THE NORTHWEST FACE OF A 4 X 4 POST AT THE EAST END OF AN EXISTING WOOD FENCE; THENCE ALONG SAID FENCE SOUTH 70°36'37" WEST 100.35 FEET TO THE SOUTHWEST SIDE OF AN EXISTING POWER POLE; THENCE SOUTH 9°13'37" EAST ON A LINE THAT HITS THE WEST SIDE OF AN EXISTING POWER POLE A DISTANCE OF 165.35 FEET TO THE NORTH RIGHT OF WAY LINE OF SAUK VALLEY ROAD; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE THROUGH A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 5,770.00 FEET A DISTANCE OF 26.36 FEET THROUGH A CENTRAL ANGLE OF 0°15'42" TO THE POINT OF BEGINNING. SITUATED IN SKAGIT COUNTY, WASHINGTON.

More commonly known as:

48893 CONCRETE SAUK VALLEY RD, CONCRETE, WA 98237

which is subject to that certain Deed of Trust dated 12/27/2010, recorded 12/30/2010, under 201012300150 records of SKAGIT County, Washington, from BRIAN A. DUKE, A SINGLE INDIVIDUAL, as Grantor(s), to CHICAGO TITLE INSURANCE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR EAGLE HOME MORTGAGE, LLC, as Beneficiary, the beneficial interest in which was assigned by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR EAGLE HOME

MORTGAGE, LLC (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 now in arrears: **\$31,708.72**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$122,105.21**, together with interest as provided in the Note from **9/1/2013** 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 **8/5/2016**. The defaults referred to in Paragraph III must be cured by **7/25/2016** (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 **7/25/2016** (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 **7/25/2016** (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

BRIAN A. DUKE, A SINGLE INDIVIDUAL

ADDRESS

48893 CONCRETE SAUK VALLEY RD, CONCRETE, WA 98237

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 **2/23/2015**.

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 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.

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

The United States Department of Housing and Urban Development: Toll-free: **1-800-569-4287** or National Web Site: <http://portal.hud.gov/hudportal/HUD> or for Local counseling agencies in Washington: <http://www.hud.gov/offices/hsg/sfh/hcc/fe/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: **1-800-606-4819** or Web site: <http://nwjustice.org/what-clear>.

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 DEBT AND 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:

APR 05 2016

Lauren Esquivel

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

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

Trustee's Physical Address:

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

Sale Line: 916.939.0772

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

TS No.: WA-14-634945-SW

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)

On APR 05 2016 before me, Christine Marie Bitanga a notary public, personally appeared Lauren Esquivel, 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.

(Seal)

[Handwritten Signature]

Signature

Christine Marie Bitanga

