

Skagit County Auditor 8/16/2016 Page

1 of

511:42AM

\$77.00

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

File No.:

7883.20230

Trustee:

Northwest Trustee Services, Inc.

Grantors:

Jay R. Cocheba and Amy M. Cocheba, husband and wife

Grantee:

Branch Banking and Trust Company

Ref to DOT Auditor File No.: 201305230076 Tax Parcel ID No.: 340424-4-006-0400 / P27769

Abbreviated Legal: LOT 1, SKAGIT COUNTY SHORT PLAT NO. PL05-0092, AUDITOR'S FILE

NO. 200511180018 SKAGIT COUNTY 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.ht

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: <a href="http://nwjustice.org/what-clear">http://nwjustice.org/what-clear</a>.

I.

On December 23, 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:

Lot 1, Skagit County Short Plat No. PL05-0092, as approved November 15, 2005, and recorded November 18, 2005, under Auditor's File No. 200511180018, records of Skagit County, Washington, being a portion of the Southwest quarter of the Southeast quarter of Section 24, Township 34 North, Range 4 East and portion of the Northwest quarter of the Northeast quarter of Section 25, Township 34 North, Range 4 East of the Willamette Meridian. Situated in Skagit County, Washington.

Commonly known as: 15965 Etfin Lane

Mount Vernon, WA 98273

which is subject to that certain Deed of Trust dated 05/14/13, recorded on 05/23/13, under Auditor's File No. 201305230076, records of Skagii County, Washington, from Jay R. Cocheba and Amy M. Cocheba husband and wife, as Grantor, to Kalle M. Bannister, as Trustee, to secure an obligation "Obligation" in favor of Mortgage Electronic Registration Systems, Inc. as designated nominee for Wei Mortgage Corporation, beneficiary of the security instrument, its successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. as nominee for Wei Mortgage Corporation, its successors and assigns to Branch Banking and Trust Company, under an Assignment/Successive Assignments recorded under Auditor's File No. 201602250065.

\*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 08/11/2016. If reinstating after this date, please contact NWTS for the exact reinstatement amount.

Monthly Payments		\$16,787.37
Late Charges		\$474.32
Lender's Fees & Costs		\$471.75
Total Arrearage	\$17,733.44	
Trustee's Expenses		
(Itemization)		
Trustee's Fee		\$1,012.50
Total Costs	<u>\$1,012.50</u>	
Total Amount Due:		\$18,745.94

Other known defaults as follows:

W

The sum owing on the Obligation is: Principal Balance of \$183,414.91, together with interest as provided in the note or other instrument evidencing the Obligation from 09/01/15, and such other costs and fees as are due under the Obligation, and as are provided by statute.

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 December 23, 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 12/12/16 (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 12/12/16 (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 12/12/16 (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 Granton at the following address(es):

## NAME AND ADDRESS

Jay R. Cocheba 5965 Elfin Lane Mount Vernon, WA 98273

Jay R. Cocheba 1704 S. 30th street Mount Vernon, WA 98274

Jay R. Cocheba 2293 Otter Pond Dr Mount Vernon, WA 98273 Amy M. Cocheba 15965 Elfin Lane Mount Vernon, WA 98273

Amy M. Cocheba 1704 S. 30th street Mount Vernon, WA 98274

Amy M. Cocheba 2293 Otter Pond Dr Mount Vernon, WA 98273

by both first class and certified mail return receipt requested on 03/25/16, proof of which is in the possession of the Trustee; and on 03/25/16 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 I above, and the Trustee has possession of proof of such service or posting.

VИ.

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 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 61.24.960.

	e accessed at <u>www.northwesttrustee.com</u> and are may also access sale status at <u>www.northwesttrustee.com</u>	
and www.USA-Foreclosure.com.	· •	
	8/12/11/2	
	Date Executed: Old Uly	
	Northwest Trustee Services, Inc., Trustee	
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	1/r. Walls H	
	By V M 17 V/V/19DV)	
	Authorized Signature	
	13555 SE $36^{TH}$ ST. SUITE 100	
	BELLEVUE, WA 98006	
and the state of t	Contact: Vonnie McElligott	
	(425) 586-1900	
STATE OF WASHINGTON )		
SS		
COUNTY OF KING		
	1) I I I I I I I	
I certify that I know or have satisfactor	ry evidence that Vormic   Vet   100   is the person who	
appeared before me, and said person a	cknowledged that (be/she) signed this instrument, on oath stated	
that (low/she) was authorized to execute	e the instrument and acknowledged it as the Assistant Vice	
President of Northwest Trustee Service	ces, Inc. to be the free and voluntary act of such party for the	
uses and purposes mentioned in the in:	strument.	
Dated:		
NICOLE CLEVELAND		
STATE OF WASHINGTON	(Ival Cul	
NOTARY PUBLIC	NOTARY PUBLIC in and for the State of	
MY COMMISSION EXPIRES	Washington, residing at Dom Mes	
11-16-16	My commission expires	
17-10-10		
NORTHWEST TRUSTEE SERVICES, IN	C. 13555 SE 36 <sup>th</sup> St. Suite 100, Bellevue, WA 98006	
PHONE (425) 586-1900 FAX (425) 586	-1997	
, ,		
File No: 7883.20230		
Borrower: Cocheba, Jay R.		
, <b>,</b>		
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.		
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