

RECORDING REQUESTED BY



201610190031

Skagit County Auditor \$76.00  
10/19/2016 Page 1 of 4 12:51PM

AND WHEN RECORDED MAIL TO:  
Benjamin D. Petiprin, Attorney at Law  
c/o Zieve, Brodnax, and Steele, LLP  
6100 219th ST SW, Suite 480  
Mountlake Terrace, Washington 98043

160078356

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: P107387 / 4658-000-001-0000  
Deed of Trust Instrument No.: 201011240106  
Grantor: ROBYN M CHOFFEL, AS HER SOLE AND SEPERATE PROPERTY  
Grantee: BANK OF AMERICA, N.A.  
TS No: 16-42564

### NOTICE OF TRUSTEE'S SALE

**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: 1-877-894HOME (1-877-894-4663)  
Web site: <http://www.dfi.wa.gov/consumers/homeownership/>

The United States Department of Housing and Urban Development: Telephone: 1-800-569-4287  
Web site: <http://portal.hud.gov/hudportal/HUD>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys  
Telephone: 1-800-606-4819 Web site: <http://www.ocla.wa.gov/>

I, NOTICE IS HEREBY GIVEN that the undersigned Trustee, **Benjamin D. Petiprin, attorney at law** will on **2/24/2017, at 10:00 AM at main entrance Skagit County Courthouse, located at 3rd & Kincaid, Mount Vernon, WA** sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

LOT 1, PLAT OF EDGEMOOR ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGES 62 THROUGH 64, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Commonly known as: 109 S 38TH PL  
MOUNT VERNON, WA 98274-8778

T.S. No.: 16-42564

which is subject to that certain Deed of Trust dated 10/27/2010, recorded 11/24/2010, under Auditor's File No. 201011240106, records of Skagit County, Washington, from ROBYN M CHOFFEL, AS HER SOLE AND SEPERATE PROPERTY, as Grantor(s), to RECONTRUST COMPANY, N.A., as Trustee, to secure an obligation in favor of BANK OF AMERICA, N.A. Bayview Loan Servicing, LLC, a Delaware Limited Liability Company is the holder of the Promissory Note and current Beneficiary of the Deed of Trust.

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.

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:

**PAYMENT INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO.PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
8/1/2015	07/31/2016	12	\$1,678.93	\$20,147.16
8/1/2016	11/03/2016	4	\$1,712.73	\$6,850.92
MTGR Rec Corp Advances:				\$2,459.29
Suspense Credit:				(\$288.77)

**LATE CHARGE INFORMATION**

TOTAL  
\$309.83

**PROMISSORY NOTE INFORMATION**

Note Dated:	10/27/2010
Note Amount:	\$332,700.00
Interest Paid To:	7/1/2015
Next Due Date:	8/1/2015

IV. The sum owing on the obligation secured by the Deed of Trust is: Principal \$322,951.07, together with interest as provided in the note or other instrument secured from the 8/1/2015, 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 **2/24/2017**. The default(s) referred to in Paragraph III must be cured by 2/13/2017, (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 2/13/2017 (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 2/13/2017 (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 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 addresses:

T.S. No.: 16-42564

NAME

ADDRESS

ROBYN M CHOFFEL

109 S 38TH PL  
MOUNT VERNON, WA 98274-8778

ROBYN M CHOFFEL

23642-A CLEAR COURT  
CLEARLAKE, WA 00000

ROBYN M CHOFFEL

735 S BURLINGTON BLVD  
BURLINGTON, WA  
98233-2211

ROBYN M CHOFFEL

PO BOX 344  
CLEARLAKE, WA 98235

by both first class and certified mail on 8/2/2016, 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.

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.

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 and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

DATED: 10-17-16



Benjamin D. Petiprin, c/o Zieve, Brodnax, and Steele, LLP, as Trustee

Address for service:

Zieve, Brodnax, and Steele, LLP  
6100 219th ST SW, Suite 480  
Mountlake Terrace, Washington 98043  
Phone No: (206) 866-5345  
Beneficiary / Servicer Phone: 877-205-9958

T.S. No.: 16-42564

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 ) ss.  
County of Orange )

On 10/17/16, before me, Melanie Schultz, Notary Public personally appeared BENJAMIN D. PETIPRIN 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.

Signature: ml

