RECORDING REQUESTED BY:

201611280199

1 of

Skagit County Auditor 11/28/2016 Page

\$76.00 4 3:36PM

WHEN RECORDED MAIL TO:

Trustee Corps 500 Union Street, Suite 620 Seattle, WA 98401

TS No WA07000193-16-1

APN 3404-190-224-0013/340419-0-227-0002 TO No 10-6-475728-02

Land Title and Escrow

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that or March 31, 2017, 10:00 AM, Main Entrance, Skagit County Courthouse, 205 W. Kincaid St. (3rd & Kincaid St.), Mount Vernon, WA 98273, MTC Financial Inc. dba Trustee Corps, the undersigned Trustee, will sell at public auction to the highest and best bidder, payable, in the form of cash, or 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:

PARCEL "A":

That portion of Government Lot 9, Section 19, Township 34 North, Range 4 East, W.M., described as follows: Beginning at a point 752.5 feet South and 222.5 feet West of the Northeast corner of said Lot 9; thence North 50 feet; thence West 192.5 feet, more or less, to the East line of First Street in the City of Mount Vernon; thence South along the East line of First Street, a distance of 50 feet; thence East to the point of beginning. Situate in the City of Mount Vernon, County of Skagit State of Washington. PARCEL "B": The North ½ of the following tract of land situate in Lot 9 of Section 19, Township 34 North, Range 4 East, W.M., to-wit: Beginning at a point 752.5 feet South and 222.5 feet West of the Northeast corner of said Lot 9; thence West 188.82 feet; thence South and parallel with the East line of said Lot 9, a distance of 41.5 feet to the dividing line between the North 46 rods and the South 34 rods of said Lot 9; thence North 86 Degrees 59' East 189.1 feet along said division line; thence North 31.6 feet to the point of beginning, all located in Mount Vernon, Skagit County, Washington. Situate in the City of Mount Vernon, County of Skagit, State of Washington.

APN: 3404-190-224-0013/340419-0-227-0002

More commonly known as 612 NORTH FIRST STREET, MOUNT VERNON, WA 98273

which is subject to that certain Deed of Trust dated as of January 10, 2008, executed by OLIVIA DELEON as Trustor(s), to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for COUNTRYWIDE BANK, FSB, Beneficiary of the security instrument, its successors and assigns, recorded January 14, 2008 as Instrument No. 200804140134 and that said Deed of Trust was modified by Modification Agreement and recorded May 20, 2013 as Instrument Number 201305200116 and the beneficial interest was assigned to Bank of America, N.A. SBM to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP and recorded March 2, 2010 as Instrument Number 201003020038 of official records in the Office of the Recorder of

Skagit County, Washington,

II. No action commenced by Bank of America, N.A. SBM to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP, the current Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantors' default on the obligation secured by the Deed of Trust/Mortgage.

Current Beneficiary:

Bank of America, N.A. SBM to BAC Home Loans Servicing, LP FKA

Countrywide Home Loans Servicing, LP

Contact Phone No.

800-669-6607

Address:

7/05 Corporate Drive, Building C. Plano, TX 75024

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:

DELINQUENT PAYMENT INFORMATION

From		Number of Payments	Monthly Payment	Total
March 1, 2016	November 17, 2016	5 5	\$1,411.61 \$1,373.91	\$13,927.60
	LATE CH	ARGE INFORM	MATION	
March 1, 2016	November 17, 2016			\$169.38

PROMISSORY NOTE INFORMATION

January 10, 2008 Note Dated: Note Amount: \$213,647.00 Interest Paid To: February 1, 2016 Next Due Date: March 1, 2016

IV. The sum owing on the obligation secured by the Deed of Trust is The principal sum of \$181,869.58, together with interest as provided in the Note or other instrument secured, 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on March 31, 2017. The defaults referred to in Paragraph III must be cured by March 20, 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 March 20, 2017 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustees 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 March 20, 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 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.

VI. A written Notice of Default was transmitted by the current Beneficiary, Bank of America, N.A. SBM to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP or Trustee to the Borrower and Grantor at the following address(es):

ADDRESS OLIVIA DELEON 612 NØRTH FIRST STREET, MOUNT VERNON, WA 98273-2813

UNKNOWN SPOUSE OF OLIVIA DELEON 612 NORTH FIRST STREET, MOUNT VERNON, WA 98273-2813

by both first class and certified mail on **October 11, 2016**, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served with said written Notice of Default or the written Notice of Default was posted in a conspicuous place **October 10, 2016** on the real property described in Paragraph 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 Trustees' Sale.

X. If the Borrower received a letter under RCW 61.24.031:

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only 20 DAYS from the recording date on 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 might 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: (877) 894-4663 or (800) 606-4818 Website: www.wshfc.org

The United States Department of Housing and Urban Development: Telephone: (800) 569-4287 Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (800) 606-4819 Website: www.homeownership.wa.gov

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 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:

MTC Financial Inc. dba Trustee Corps, as Duly Appointed Successor Trustee

Netary Public State of Washington CYNTHIA FEENEY My Appointment Expires Feb 9, 2018

By: Alan Burton, Vice President

MTC Financial Inc. dba Trustee Corps 500 Union Street, Suite 620 Seattle, WA 98101 Toll-Free Number: (844) 367-8456 TDD: (800) 833-6388

For Reinstatement/Pay Off Quotes, contact MTC Financial Inc. DBA Trustee Corps

SALE INFORMATION CAN BE OBTAINED ONLINE AT www.Auction.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL:
Auction.com at 800.280.2832

STATE OF WASHINGTON COUNTY OF KING

I certify that I know or have satisfactory evidence that <u>ALAN BURTON</u> 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 **Vice President for MTC Financial Inc. DBA Trustee Corps** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated

Notary Public in and for the State of Washington

Residing at King County

My Commission expires 4

Trustee Corps may be acting as a debt collector attempting to collect a debt.

Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.