201701050028 Skagit County Auditor

1/5/2017 Page

\$76.00 of 410:19AM

After Recording Return to: Glogowski Law Firm, PLLC d/b/a Allegiant Law Group 22000 64<sup>th</sup> Ave W #2F Mountlake Terrace, WA 98043

File No. 160113

Grantors: Johan A. Folden, Sr. and Shelley S. Folden

Grantee: CountryPlace Mortgage Ltd Trustee: Glogowski Law Firm, PLLC

Notice of Trustee's Sale
Pursuant to the Revised Code of Washington 61.24, et seq.

I.

NOTICE IS HEREBY GIVEN that the undersigned trustee will on 05/12/2017 10:00 am at the following place: Skagit County Courthouse, 205 W. Kincaid St., Mount Vernon, WA 98273, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County of Skagit, State of Washington: LOT 3 OF SHORT PLAT NO. 97-0014, APPROVED JUNE 4, 1997, RECORDED JUNE 16, 1997, IN VOLUME 13 OF SHORT PLATS, PAGES 8 AND 9, AS AUDITOR'S FILENO 9706160098, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, OF SECTION 32 TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M. TOGETHER WITH A NON-EXCLUSIVE EASEMENT APPURTENANT TO LOTS 2 AND 3 FOR INGRESS AND EGRESS AND UTILITIES, OVER AND ACROSS CLARENCE LANE, AS SHOWN ON THE FACE OF THE SHORT PLAT. SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON; Tax Parcel ID No. 330432-2-002-0300, P111642; commonly known as: 19384 Clarence Lane, Mount Vernon, WA 98273, which is subject to that certain Deed of Trust recorded on 05/06/2010, under Auditor's File No. 201005060078, records of Skagit County, Washington, from Johan A. Folden, Sr. and Shelley S. Folden, as Grantor, to Glogowski Law Firm, PLLC, as successor Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc., as nominee for CountryPlace Mortgage, LTD, as Beneficiary. The current holder of the Note is CountryPlace Mortgage Ltd.

П

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 in the obligation secured by the Deed of Trust.

Ш.

The default(s) for which this foreclosure is made is/are as follows: Failure to Make Payments as Follows:

Delinquent Payments from 10/2015 thru 12/2016 Recoverable Corp. Advances \$18708.20 <u>\$7685.07</u> TOTAL\$26393.27

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite of each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured. OTHER DEFAULT

ACTION NECESSARY TO CURE

Nonpayment of Taxes/Assessments

Default under any senior lien

Failure to insure property against hazard

Waste

Unauthorized sale of property (Due on sale)

Deliver to Trustee written proof that all taxes and assessments against the property are paid current

Deliver to Trustee written proof that all senior liens are pain current and that no other defaults exist

Deliver to Trustee written proof that the property is insure against hazard as required by the Deed of Trust

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust Revert title to permitted vestee

IV

The sum owing on the obligation secured by the Deed of Trust is: \$277463.09, together with interest as provided in the note or other instrument secured from 10/01/2015, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

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 05/12/2017. 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 04/30/17 to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 04/30/17 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 04/30/17, 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 principle 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:

## NAME AND ADDRESS

Johan A. Folden, Sr. and Shelley S. Folden, Occupants, Estate of Johan A. Folden, 19384 Clarence Lane, Mount Vernon, WA 98273, by both first class and either certified mail, return receipt requested, on 11/28/2016, proof of which is in the possession of the Trustee; and on 11/29/2016 Grantor and Borrower were personally served with said written notice or 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.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it a statement of all foreclosure 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 right, title and interest in the above-described property.

Anyone having any objections 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 or 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 processings under the unlawful detainer act, Chapter 59.12 RCW.

DATED: 12/21/2016

Glogowski Law Firm, PLLC d/b/a Allegiant Law Group 22000 64<sup>th</sup> Ave W #F Mountlake Terrace, WA 98043 (206) 903-9966

STATE OF WASHINGTON

) SS.

COUNTY OF SNOHOMISH

On this date, before me personally appeared Katrina E. Głogowski, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument. I certify under penalty of perjury of the State of Washington that the foregoing is true and correct.

Dated:

2 29/2016

SARA R. SHAPLAND
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 9, 2019

Sora Shapland Pril

\_ Print Name

Notary Public in and for the State of Washington

Residing at Seatt 2

My appointment expires 12/9/19

File No: 160113

Borrower: Johan A. Folden, Sr. and Shelley S. Folden

## THIS NOTICE IS THE FINAL STEP IN A PROCESS THAT COULD RESULT IN YOUR LOSING YOUR HOME.

You have only twenty (20) days from the recording date of this notice to pursue mediation.

You may be eligible for mediation in front of a neutral third party to help save your home.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTION 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 home, you may contact the following:

- The statewide foreclosure hotline recommended by the Housing Finance Commission: Toll-free: 1-877-894-HOME (1-877-894-4663)

  <a href="http://www.dfi.wa.gov/consumers/homeownership/post-purchase-counselors-foreclosure.htm">http://www.dfi.wa.gov/consumers/homeownership/post-purchase-counselors-foreclosure.htm</a>
- United States Department of Housing and Urban Development:
   Toll-free: 1-877-569-4287
   Local counseling agencies in Washington:
   <a href="http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&sea">http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&sea</a>
   rehstate=WA&filterSvc=dfc
- The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys:

Toll-free: 1-800-606-4819 http://nwjustice.org/what-clear