

201705150143

Skagit County Auditor

5/15/2017 Page

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\$76.00
2:45PM

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-17-763274-AJ

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN No.: P72368, 4077-137-005-0609

Title Order No.: 170060916-WA-MSI

Deed of Trust Grantor(s): ELOISA NUNEZ, LORENZO NUNEZ

Deed of Trust Grantee(s): MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS
NOMINEE FOR FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK
N.A, ITS SUCCESSORS AND ASSIGNS

Deed of Trust Instrument/Reference No.: 200806300153

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 9/22/2017, at 9:00 AM At the Main Entrance to the Skagit County Courthouse, located at 205 W. Kincaid St. (3rd & Kincaid St.), Mount Vernon, WA 98273 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 LOT 2, BLOCK 137, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE II, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 137, OF SAID FIRST ADDITION TO BURLINGTON; THENCE SOUTH 00°19'30" WEST ALONG THE EAST LINE OF SAID BLOCK 137, A DISTANCE OF 465 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89°34'30" WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 137, A DISTANCE OF 100 FEET; THENCE NORTH 00°19'30" EAST A DISTANCE OF 60 FEET; THENCE NORTH 89°34'30" EAST A DISTANCE OF 100 FEET TO THE EAST LINE OF SAID BLOCK 137; THENCE SOUTH 00°19'30" WEST ALONG THE EAST LINE OF SAID BLOCK 137, A DISTANCE OF 60 FEET TO THE TRUE POINT OF BEGINNING. SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

More commonly known as: 11338 NORTH SKAGIT STREET, BURLINGTON, WA 98233

which is subject to that certain Deed of Trust dated 6/17/2008, recorded 6/30/2008, under Instrument No. 200806300153 records of SKAGIT County, Washington, from ELOISA NUNEZ & LORENZO NUNEZ, WIFE & HUSBAND, as grantor(s), to PACIFIC NORTHWEST TITLE INSURANCE CO., as original trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A, ITS SUCCESSORS AND ASSIGNS, as original beneficiary, the beneficial interest in which was subsequently assigned to Bayview Loan Servicing, LLC, the Beneficiary, under an assignment recorded under Auditors File Number 201403190021

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: **\$11,043.88**.

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$171,258.56**, together with interest as provided in the Note from **9/1/2016** 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 **9/22/2017**. The defaults referred to in Paragraph III must be cured by **9/11/2017** (11 days before the sale date), or by other date as permitted in the Note or Deed of Trust, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before **9/11/2017** (11 days before the sale), or by other date as permitted in the Note or Deed of Trust, 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 **9/11/2017** (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, and curing all other defaults.

VI. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower(s) and Grantor(s) 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. The list of recipients of the Notice of Default is listed within the Notice of Foreclosure provided to the Borrower(s) and Grantor(s). These requirements were completed as of **4/4/2017**.

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 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/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>

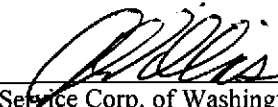
The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: **1-800-606-4819** or Web site: <http://nwjustice.org/what-clear>.

Additional disclaimers provided by the Trustee: 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 noteholders rights 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

Dated:

5/11/17


Quality Loan Service Corp. of Washington, as Trustee
By: Tricia Willis, 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: 800-280-2832 or Login to: <http://wa.qualityloan.com>
Trustee Sale Number: WA-17-763274-AJ

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

Joslyn Santistevan-Byrnes

On MAY 11, 2017 before me, _____ a notary public, personally appeared TRICIA WILLIS, 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)

Signature


Joslyn Santistevan-Byrnes

