



201709180145

Skagit County Auditor
9/18/2017 Page

1 of

\$79.00
6 12:13PM

When recorded, mail to:

PEAK FORECLOSURE SERVICES, INC.
5900 Canoga Avenue, Suite 220
Woodland Hills, CA 91367

Trustee's Sale No: WA-USA-15016083

Loan No. 37426494

NOTICE OF TRUSTEE'S SALE*Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq*

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee, **PEAK FORECLOSURE SERVICES OF WASHINGTON, INC.**, will on **January 19, 2018**, at the hour of **10:00 AM**, at **THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE BLDG. 3RD & KINCAID, MT. VERNON, WA**, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAGIT, State of Washington, to-wit:

UNIT 737, BLDG 1, CASCADE PALMS CONDO PHASE 1, IN SKAGIT COUNTY, WA.

SEE ATTACHED EXHIBIT 'A' FOR FULL LEGAL DESCRIPTION

Tax Parcel No: 8042-000-002-0100 P119764, commonly known as 737 CASCADE PALMS CT. #737, SEDRO WOOLLEY, WA.

The Property is subject to that certain Deed of Trust dated 5/20/2010, recorded 5/20/2010, under Auditor's/Recorder's No. 201005200119, rerecorded under Auditor's/Recorder's No. 201702060124, records of SKAGIT County, Washington, from FAYE MATIER, A SINGLE PERSON, AS HER SEPARATE ESTATE, as Grantor, to UNITED STATES OF AMERICA ACTING THROUGH THE STATE DIRECTOR, USDA RURAL DEVELOPMENT, RURAL HOUSING SERVICE FOR THE STATE OF WASHINGTON,, as Trustee, in favor of UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE OR SUCCESSOR AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE, as Beneficiary, the beneficial interest in which is presently held by UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE OR SUCCESSOR AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE.

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.

The default(s) for which this foreclosure is/are made are as follows:

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 10/20/2012, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

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	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust
Unauthorized sale of property (Due on sale)	Revert title to permitted vestee

Failure to pay when due the following amounts which are now in arrears:

Delinquent Payments from October 20, 2012	
1 payments at \$ 583.11 each	\$ 583.11
11 payments at \$ 582.98 each	\$ 6,412.78
47 payments at \$ 943.94 each	\$ 44,365.18
(10-20-12 through 09-14-17)	
Late Charges	\$ 417.69
Other Fees	\$ 8,695.24
Trustee Fee	\$ 1,100.00
Certified Mailing Cost	\$ 22.14
Posting Cost	\$ 75.00
Recording Cost	\$ 15.00
TSG Guarantee Policy	\$ 763.84
	=====
Amount to reinstate on or before 09/14/17	\$ 62,449.98

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$172,950.63, 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. The sale will be made without warranty, express or implied regarding title, possession, or encumbrances on January 19, 2018. The default(s) referred to in paragraph III must be cured by January 8, 2018 (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before January 8, 2018, (11 days before the sale date) the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated at any time after January 8, 2018, (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 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:

FAYE MATIER, 737 CASCADE PALMS CT. #28, SEDRO WOOLLEY, WA, 98284
FAYE MATIER, 737 CASCADE PLAMS CT. #28, SEDRO WOOLLEY, WA, 98284
RESIDENT, 737 CASCADE PALMS CT. #28, SEDRO WOOLLEY, WA, 98284

by both first class and certified mail on 02/24/2015, proof of which is in the possession of the Trustee; and on 2/24/2015, 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 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 of their interest in the above described 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 same 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.

**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 access your situation and refer you to mediation if you 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 house, you may contact the following:

- The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission:

Telephone: 1-877-894-HOME (1-877-894-4663)

Web site: www.wshfc.org

- The United States Department of Housing and Urban Development:

Telephone: 1-800-569-4287

Web site: www.hud.gov

- The statewide civil legal aid hotline for assistance and referrals to other housing:

Telephone: 1-800-606-4819

Web site: www.ocla.wa.gov

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 and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.

Sale Information Line: 714-730-2727 or Website: <http://www.lpsasap.com>

DATED: September 14, 2017.

**PEAK FORECLOSURE SERVICES OF WASHINGTON, INC.,
AS TRUSTEE
IBM Building, 1200 Fifth Avenue, Suite 1217
Seattle, WA 98101**

By 

Lilian Solano, Trustee Sale Officer

Address for Service of Process:

Peak Foreclosure Services of
Washington, Inc.
IBM Building
1200 Fifth Avenue, Suite 1217
Seattle, WA 98101
(206) 682-0822

Address for Account Inquiries:

Peak Foreclosure Services, Inc.
5900 Canoga Avenue, Suite 220
Woodland Hills, CA 91367
(818) 591-9237

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 Los Angeles)

On 9/14/17, before me, Kelli J. Espinoza, Notary Public personally appeared Lilian Solano, 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 upon behalf of which the person 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.

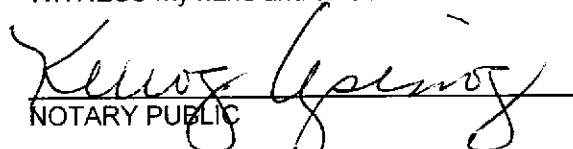

NOTARY PUBLIC



EXHIBIT A

UNIT 737, BUILDING 1, CASCADE PALMS CONDOMINIUM PHASE 1, ACCORDING TO THE DECLARATION THEREOF RECORDED NOVEMBER 3, 2003 AND AMENDED AUGUST 28, 2006, JUNE 22, 2007, MAY 5, 2008 AND NOVEMBER 12, 2008 UNDER AUDITOR'S FILE NO. 200311030251, 200608280228, 200706220126, 200805050116 AND 200811120052, RECORDS OF SKAGIT COUNTY, WASHINGTON AND AMENDED SURVEY AND PLANS RECORDED AUGUST 8, 2005 UNDER AUDITOR'S FILE NO. 200508080175, RECORDS OF SKAGIT COUNTY, WASHINGTON; CASCADE PALMS BINDING SITE PLAN - BSP NO. 02-973, AS APPROVED NOVEMBER 6, 2002 AND RECORDED NOVEMBER 12, 2002 UNDER AUDITOR'S FILE NO. 200211120149, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.

UNIT 737, BLDG 1, CASCADE PALMS CONDO PHASE 1