

AFTER RECORDING RETURN TO:
Weinstein & Riley, P.S.
2001 Western Avenue Suite 400
Seattle, WA 98121



Skagit County Auditor \$78.00
9/18/2017 Page 1 of 5 1:46PM

GUARDIAN NORTHWEST TITLE CO.

#11945

Reference: Carmen Williams, 46765317

Reference No(s) of Documents Assigned or Released: 200501070005

Document Title: NOTICE OF TRUSTEE'S SALE

Grantor: Weinstein & Riley, P.S.

Grantee: Carmen Williams, as her separate estate

Abbreviated Legal Description as Follows: TR. 12, SCSP # 504-80, BEING A PTN. OF SE1/4 NE 1/4 & NE 1/4 OF SE 1/4, 9-35-5 E W.M.

Assessor's Property Tax Parcel/Account No(s): P38758

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Weinstein & Riley, P.S. will on January 19, 2018 at 10:00 AM at the Main Entrance of the Skagit County Courthouse, 205 W. Kincaid St. (3rd & Kincaid St.), Mount Vernon, WA 98273 located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

TRACT 12 OF SKAGIT COUNTY SHORT PLAT NO. 504-80 AS APPROVED DECEMBER 12, 1980, AND RECORDED DECEMBER 15, 1980, IN VOLUME 5 OF SHORT PLATS, PAGE 12, UNDER AUDITOR'S FILE NO. 8012150005, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN. SITUATED IN SKAGIT COUNTY, WASHINGTON.

which is subject to that certain Deed of Trust dated January 3, 2005, recorded January 7, 2005, under Recorder's/Auditor's File Number 200501070005 records of Skagit County, Washington, from Carmen Williams, as her separate estate, as Grantor, to Chicago Title, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. is a separate corporation that is acting solely as a

nominee for Summit Mortgage Corporation and its successors and assigns as Beneficiary. Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Carlsbad Funding Mortgage Trust is now the beneficiary of the deed of trust. Said Deed of Trust was most recently modified on March 12, 2012 by an instrument recorded under Auditor's File No. 201212180089. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 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:

- i) Failure to pay the following amounts, now in arrears:

Amount due to reinstate by September 14, 2017

Monthly Payments:

Delinquent Monthly Payments Due:

From 09/01/2012 through 09/01/2017

61 payment(s) at \$1359.41

Total:

\$82,294.01

Accrued Late Charges:

\$638.98

Corporate Advances:

\$8,454.32

Subtotal:

\$91,387.31

Less Suspense Balance:

(\$877.55)

TOTAL DEFAULT:

\$90,509.76

IV

The sum owing on the obligation secured by the Deed of Trust is \$231,856.46, together with interest from August 1, 2012 as provided in the note or other instrument, 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 payments, late charges, or other defaults must be cured by January 08, 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 08, 2018 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after January 08, 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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first-class and certified mail on January 24, 2014, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on January 24, 2014, 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 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 objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objection 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.

If the Trustee's Sale is set aside for any reason, the submitted bid will be forthwith returned without interest and the bidder will have no right to purchase the property. Recovery of the bid amount without interest constitutes the limit of the bidder's recourse against the Trustee and/or the Beneficiary.

XI

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's Sale is less than the debt secured by the Deed of Trust; (2) The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale; (3) The Guarantor will have no right to redeem the property after the Trustee's Sale; (4) Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the Trustee's Sale, or the last Trustee's Sale under any deed of trust granted to secure the same debt; and (5) In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs.

XII

NOTICE

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.

'Mailing List'

Carmen Williams
aka Carmen K Williams
7407 Sunny Ln
Sedro Woolley, WA 98284

Carmen Williams
aka Carmen K Williams
c/o Erin Lane, Attorney
1218 3rd Ave, Ste 500
Seattle, WA 98101

Carmen Williams
aka Carmen K Williams
c/o Terence G. Carroll, Attorney
709 S 1st St
Mount Vernon, WA 98273

John Doe
Unknown Spouse of Carmen Williams
7407 Sunny Ln
Sedro Woolley, WA 98284

Virginia A. Burdette
Trustee
600 Stewart Street, Suite 1300
Seattle, WA 98101-1620