

COVER SHEET

Return To:

Fairhaven Legal Associates, P.S.  
1023 South 3<sup>rd</sup>  
Mount Vernon, Washington 98273



201711030135

Skagit County Auditor

11/3/2017 Page

1 of

4 3:53PM

\$77.00

**DOCUMENT TITLE(S)**

Notice of Trustee's Sale

**REFERENCE NUMBER(S)**

Deed of Trust - 200605150195

**MAKER(S)**

- 1) Robert Kitchen
- 2) Crystal Kitchen

**HOLDER(S)**

- 1) Richard A. Miller
- 2) Jana Hogan
- 3) Public

**LEGAL DESCRIPTION**

Lot 20, Block 4, "THUNDERBIRD LANE," as per plat recorded in Volume 8 of Plats, pages 76 and 77, records of Skagit County, Washington.

**ASSESSORS PARCEL / TAX ID NUMBER:**

4032-004-020-0002/P70086

## NOTICE OF TRUSTEE'S SALE

RCW 61.24.040

I.

TO: Robert Kitchen  
Crystal Kitchen  
9548 Thunderbird Lane  
Concrete, WA 9898237

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 2nd day of February, 2018, at the hour of 10:00 o'clock a.m. at the main entrance of the Skagit County Courthouse located at 205 W. Kincaid Street, Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situate in the County of Skagit, State of Washington, to-wit:

Lot 20, Block 4, "THUNDERBIRD LANE," as per plat recorded in Volume 8 of Plats, pages 76 and 77, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated May 15, 2006, recorded May 15, 2006, under Auditor's File No. 200605150195, records of Skagit County Washington, from Robert Kitchen and Crystal Kitchen, husband and wife as Grantor(s) to First American Title of Skagit County, as Trustee, which Trustee has been succeeded by DAVID L. DAY to secure an obligation in favor of Richard A. Miller and Jana C. Hogan, husband and wife.

II.

No action is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by said Deed of Trust.

III.

The default for which this foreclosure is made is as follows:

Failure to pay when due the following amounts which are now in arrears: \$10,549.08 plus other charges, costs and fees as set forth in the Notice of Default and the Notice of Foreclosure, and for other than payment of money such as nonpayment of Taxes..

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$46,767.43, together with interest as provided in the underlying Note and such other costs and fees as are due under the Note and Deed of Trust 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 said Deed of Trust as provided by statute. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 2nd day of

February 2018. The defaults referred to in paragraph III must be cured by the 22nd day of January 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 before the 22nd day of January, 2018 (11 days before the sale date), the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated by the Grantor anytime after the 22nd day of January, 2018 (11 days before the sale date), and before the sale by the Grantor or his successor in interest 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 Grantor or his successor in interest at the following address: 9548 Thunderbird Lane, Concrete Washington, by both first class and certified mail on the 28th day of September 2017, proof of which is in the possession of the Trustee; and the Grantor or his successor in interest was personally served on the 27th day of September, 2017 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 is 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 him of all 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 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.

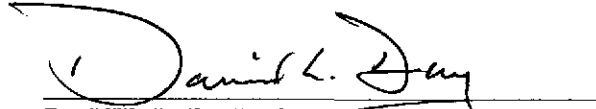
X. NOTICE TO OCCUPANTS OR TENANTS

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 of 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 proceedings under the unlawful detainer act, chapter 59.12 RCW.

XI.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED this 3rd day of November 2017.



DAVID L. DAY, Successor Trustee  
1023 South 3<sup>rd</sup> Street  
Mount Vernon, WA 98273  
(360) 755-0611

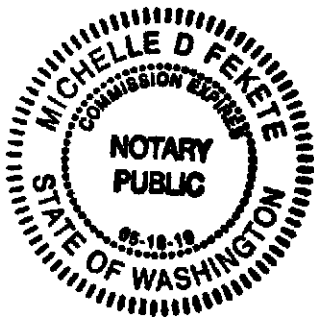
STATE OF WASHINGTON )

) ss:

COUNTY OF SKAGIT )

On this day personally appeared before me DAVID L. DAY to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of November, 2017.



NOTARY PUBLIC for Washington.  
My Commission Expires: 5-18-2019