

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Trustee Corps
500 Union Street, Suite 620
Seattle, WA 98101

TS No WA08000028-19-1

TO No 190665152

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET. SEQ.

Grantor: **MURLE J. BROWN JR, AND KAY S. BROWN HUSBAND AND WIFE**
Current Beneficiary of the Deed of Trust: **BANK OF AMERICA, N.A.**
Original Trustee of the Deed of Trust: **PRLAP, INC.**
Current Trustee of the Deed of Trust: **MTC Financial Inc. dba Trustee Corps**
Current Mortgage Servicer of the Deed of Trust: **Bank of America, N.A.**
Reference Number of the Deed of Trust: **Instrument No. 200207120088**
Parcel Number: **P44559**

I. NOTICE IS HEREBY GIVEN that on **September 20, 2019, 09:00 AM, Main Entrance, Skagit County Courthouse, 205 W. Kincaid St. (3rd & Kincaid St.), Mount Vernon, WA 98273**, MTC Financial Inc. dba Trustee Corps, the undersigned Trustee, will sell at public auction to the highest and best bidder, payable, in the form of cash, or 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:

GOVERNMENT LOT 10, SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND AS CONVEYED TO SKAGIT COUNTY FOR ROAD, BY INSTRUMENT RECORDED AUGUST 20, 1964, UNDER AUDITOR'S FILE NO. 654868, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND EXCEPT COUNTY ROAD, IF ANY, AND ALSO EXCEPT THAT PORTION THEREOF AS CONVEYED TO M.N. RICHARDSON, BY INSTRUMENT RECORDED SEPTEMBER 25, 1899, UNDER AUDITOR'S FILE NO. 31536, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 20; THENCE 20 CHAINS NORTH; THENCE 20 CHAINS EAST; THENCE 20 CHAINS SOUTH; THENCE 20 CHAINS WEST TO THE POINT OF BEGINNING. SITUATED IN SKAGIT COUNTY, WASHINGTON.

APN: **P44559**More commonly known as **49616 SAUK VALLEY ROAD, CONCRETE, WA 98237**

which is subject to that certain Deed of Trust dated June 27, 2002, executed by MURLE J. BROWN JR, AND KAY S. BROWN HUSBAND AND WIFE as Trustor(s), to secure obligations in favor of BANK OF AMERICA, N.A. as original Beneficiary recorded July 12, 2002 as Instrument No. 200207120088 and that said Deed of Trust was modified by Modification Agreement and recorded November 3, 2006 as Instrument Number 200611030086 of official records in the Office of the Recorder of Skagit County, Washington.

II. No action commenced by **BANK OF AMERICA, N.A.**, the current Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantors' 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:

DELINQUENT PAYMENT INFORMATION

From	To	Number of Payments	Monthly Payment	Total
March 25, 2018	May 7, 2019	1	\$78.77	\$2,587.88
		1	\$186.72	
		1	\$187.29	
		1	\$190.19	
		1	\$187.28	
		1	\$193.66	
		1	\$193.65	
		1	\$190.64	
		1	\$31.25	
		1	\$165.86	
		1	\$193.93	
		1	\$196.99	
		2	\$200.45	
		1	\$190.75	

LATE CHARGE INFORMATION

March 25, 2018	May 7, 2019	\$40.00
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PROMISSORY NOTE INFORMATION

Note Dated: **June 27, 2002**
Note Amount: **\$50,000.00**
Interest Paid To: **February 25, 2018**
Next Due Date: **March 25, 2018**

Current Beneficiary: **BANK OF AMERICA, N.A.**
Contact Phone No: **800-669-6650**
Address: **7105 Corporate Drive, Building C, Plano, TX 75024**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$16,298.97, 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on **September 20, 2019**. The defaults referred to in Paragraph III must be cured by **September 9, 2019**, (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 **September 9, 2019** (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustees' 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 **September 9, 2019** (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 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 current Beneficiary, BANK OF AMERICA, N.A. or Trustee to the Borrower and Grantor at the following address(es):

ADDRESS
MURLE J BROWN JR
49616 SAUK VALLEY ROAD, CONCRETE, WA 98237

KAY S BROWN
49616 SAUK VALLEY ROAD, CONCRETE, WA 98237

by both first class and certified mail on **March 12, 2019**, proof of which is in the possession of the Trustee; and 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 **March 13, 2019** 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 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 Trustees' 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.

Notice to Borrower(s) who received a letter under RCW 61.24.031:

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 assess your situation and refer you to mediation if you might 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: Telephone: (877) 894-4663 or (800) 606-4819 Website: www.wshfc.org

The United States Department of Housing and Urban Development: Telephone: (800) 569-4287 Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (800) 606-4819 Website: www.homeownership.wa.gov

Dated: 5/13/2019

**MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee**

Alan Burton
By: Alan Burton, Vice President

MTC Financial Inc. dba Trustee Corps
500 Union Street, Suite 620
Seattle, WA 98101
Toll Free Number: (844) 367-8456
TDD: (800) 833-6388

For Reinstatement/Pay Off Quotes, contact MTC Financial Inc. DBA Trustee Corps

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that ALAN BURTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Vice President for MTC Financial Inc. DBA Trustee Corps** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 13, 2019

Dolores L. Comstock
Notary Public in and for the State of Washington



Residing at King County

My Appointment expires FEB 16, 2021

Trustee Corps may be considered a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.