

WHEN RECORDED MAIL TO:
Quality Loan Service Corp. of Washington
108 1st Ave South, Suite 202
Seattle, WA 98104

Trustee Sale No.: WA-21-890620-BB
Title Order No.: 210166604-WA-MSI

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN(S)

Pursuant to the Revised Code of Washington 61.24, et seq.

Reference Number of Deed of Trust: Instrument No. 201909300284

Parcel Number(s): P75154, 4146-001-001-0004, P103166, 4146-001-002-0100, P75156, 4146-001-002-0003

Grantor(s) for Recording Purposes under RCW 65.04.015: UPRIVER HOYT PROPERTIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

Current Beneficiary of the Deed of Trust and Grantee (for Recording Purposes under RCW 65.04.015): VERISTONE FUND I, LLC

Current Trustee of the Deed of Trust: Quality Loan Service Corporation of Washington

Current Loan Mortgage Servicer of the Deed of Trust: Veristone Capital, LLC

I. NOTICE IS HEREBY GIVEN that Quality Loan Service Corp. of Washington, the undersigned Trustee, will on 8/6/2021, at 10:00 AM At main entrance to the Skagit County Courthouse on 3rd & Kincaid St, located at 205 W. 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:

APN: P75154, 4146-001-001-0004 Situs Address: 52833 Railroad Ave Rockport, WA, 98283 Legal Description: That portion of Lot 1, Block 1, "ROCKPORT, WN.," as per plat recorded in Volume 3 of Plats, page 79, records of Skagit County, Washington, described as follows: Beginning at the most Southerly corner of said lot; thence Northeasterly along the North line of Railroad Avenue 45 feet; thence Northwesterly parallel with the Westerly line of said lot, 83 feet; thence Northeasterly parallel with the North line of Railroad Avenue to intersect with a line running from the most Northerly corner of said lot to a point on the South line of said lot, 71 feet Easterly from the Southwest corner of said lot; thence Northwesterly to the most Northerly corner of said lot; thence Southwesterly and Southeasterly following the West line of said lot to the point of beginning, less that part of said Lot 1, Block 1, "ROCKPORT, WN.," as per plat recorded in Volume 3 of Plats, page 79, records of Skagit County, Washington, lying East of a line described as follows: Beginning at a point on the North line of Railroad Avenue 45 feet East of the most Southerly corner of said lot; thence North parallel with the West line of said Lot I to the Northerly line of said lot. APN: P103166, 4146-001-002-0100 Situs Address: 10933 Alfred St Rockport, WA, 98283 Legal Description: Lot 2, Block 1, "ROCKPORT, WN.," as per plat recorded in Volume 3 of Plats, page 79, records of Skagit County, Washington, EXCEPT the following described tract: Beginning at the most Westerly corner of said Lot 2, running thence Northeasterly along Alfred Street, 86 feet; thence Southeasterly parallel with Main Street to the Northerly line of Railroad

Avenue; thence Westerly along Railroad Avenue to the point of beginning. Situate in the County of Skagit, State of Washington. APN: P75156, 4146-001-002-0003 Situs Address: 52807 Railroad Ave Rockport, WA, 98283 Legal Description: That portion of Lot 2, Block 1, "ROCKPORT, WN.," as per plat recorded in Volume 3 of Plats, page 79, records of Skagit County, Washington, described as follows: Beginning at the most Westerly corner of said Lot 2, running thence Northeasterly along Alfred Street, 86 feet; thence Southeasterly parallel with main street to the Northerly line of Railroad Avenue; thence Westerly along Railroad Avenue to the point of beginning. Situate in the County of Skagit, State of Washington.

More commonly known as: 52807 & 52833 Railroad Ave, 10933 Alfred St, Rockport, WA 98283

Subject to that certain Deed of Trust dated 9/27/2019, recorded 9/30/2019, under Instrument No. 201909300284 records of SKAGIT County, Washington, from UPRIVER HOYT PROPERTIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, as grantor(s), to RECONVEYANCE PROFESSIONALS INC., as original trustee, to secure an obligation in favor of VERISTONE FUND I, LLC, as original beneficiary, the beneficial interest in which is currently held by VERISTONE FUND I, LLC

II. No action commenced by the Beneficiary of the Deed of Trust as referenced in RCW 61.21.030(4) 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 the remaining balances due, including principal and interest, along with late charges and/or any accrued fees and costs as due pursuant to the terms of the loan documents on the maturity date of 11/23/2020, as specified in the promissory note dated 9/27/2019. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

IV. The sum owing on the matured obligation secured by the Deed of Trust is: **\$254,702.28**

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, expressed or implied, regarding title, possession or encumbrances on 8/6/2021. The defaults referred to in Paragraph III must be cured prior to the foreclosure sale to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the foreclosure sale 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 before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the amount referenced in Paragraph IV, along with late charges, foreclosure fees and costs, any legal fees, and/or advances that have become due 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. The written Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, or the Borrower and Grantor were personally served, where applicable, with said written Notice of Default, and the Trustee has possession of proof of such posting or service. 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 3/27/2021.

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.

XI. **SPECIAL NOTICE TO GUARANTOR CONCERNING LIABILITY FOR POTENTIAL DEFICIENCY JUDGMENT** Pursuant to RCW 61.24.042:

(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.

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You may be eligible for mediation. 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/hsp/sb/hcc/fc/index.cfm?weblistAction=search&searchstate=WA&filterSvr=dlc>


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 information 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. The Trustee's Sale Number is WA-21-890620-BB.

Note: This form has been modified to account for the loan type.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

Dated: 4/28/21


Quality Loan Service Corp. of Washington, as Trustee
By: Jeff Stenman, President

Trustee's Address:

Quality Loan Service Corp. of Washington
108 1st Ave South, Suite 202, Seattle, WA 98104

For questions call toll-free: (866) 925-0241 Trustee Sale Number: WA-21-890620-BB

Sale Line: 916-939-0772 or Login to: <http://wa.qualityloan.com>

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.

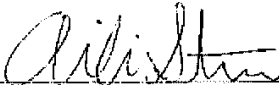
State of: Washington
County of: King

On APR 28 2021 before me, Aili Stenman, a notary public, personally appeared Jeff Stenman, 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 Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)


Signature Aili Stenman

