06/01/2022 02:44 PM Pages: 1 of 7 Fees: \$209.50

Skagit County Auditor, WA

AFTER RECORDING RETURN TO: Rainier Trustee Services, Inc. c/o Schweet Linde & Coulson, PLLC 575 S. Michigan Street Seattle, WA 98108

CURRENT HOLDER OF NOTE AND BENEFICIARY OF DEED OF TRUST:

HomeSight Attn: Scott Kim 5117 Rainier Avenue South Seattle, WA 98118 (206) 723-4355

CURRENT SERVICER OF NOTE AND DEED OF TRUST:

HomeSight Attn: Scott Kim 5117 Rainier Avenue South Seattle, WA 98118 (206) 723-4355

CURRENT TRUSTEE FOR THE DEED OF TRUST:

Rainier Trustee Services, Inc., fka Rainier Foreclosure Services, Inc. Attn: Mark J. Rosenblum, Secretary/Treasurer 575 S. Michigan Street Seattle, WA 98108 (206) 275-1010

Document Title: Amended Notice of Trustee's Sale

Grantor: Rainier Trustee Services, Inc., fka Rainier Foreclosure Services, Inc.
Grantee: Lisa Eileen Smith, aka Lisa Eileen Kelly, aka Lisa Eileen Hanson
Legal Description: Lots 3 & 4, Blk 9 & Ptn Blk 9, C.W. Griest's First Add. To Grassmere

Reference DTO No.: 201508130040

Tax Parcel No.: P71008, P71009, and P71006; (4066-009-003-0001, 4066-009-004-0000,

and 4066-009-000-0004), respectively

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

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NOTICE IS HEREBY GIVEN that the undersigned Trustee, Rainier Foreclosure Services, Inc., will on SEPTEMBER 9, 2022, at the hour of 10:00 a.m., outside the main lobby of the Skagit County Courthouse located at 205 West Kincaid Street, Mt. Vernon, Washington 98273, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property (the "Property"), situated in the County of Skagit, State of Washington, to wit:

Parcel A: Lot 3, Block 9, "C.W. Griest's First Addition to Grassmere", according to the plat thereof recorded in Volume 3 of Plats, page 94, records of Skagit County, Washington;

Parcel B: Lot 4, Block 9, "C.W. Griest's First Addition to Grassmere", According to the Plat thereof recorded in Volume 3 of plats, page 94, records of Skagit County, Washington;

Parcel C: The East 40 feet of the following described tract: Beginning at the Southwest corner of block 9 of "C.W. Griest's First Addition to Grassmere", according to the plat thereof recorded in Volume 3 of Plats, page 94, records of Skagit County, Washington; thence East along the South line of said block 9, 280 feet; thence North 100 feet; thence West 280 feet; thence South 100 feet to the point of beginning. All situated in Skagit County, Washington.

Assessor's Parcel Nos.: P71008, P71009, and P71006; (4066-009-003-0001, 4066-009-004-0000, and 4066-009-000-0004), respectively

the postal addresses of which are more commonly known as:
44978 Dalles Road, Concrete, Washington 98237; Parcel A vacant land; and Parcel C vacant land.

which is subject to that certain Washington State Stabilization Fund Deed of Trust (the "Deed of Trust") dated August 3, 2015, recorded on August 13, 2015, with the Skagit County Auditor under Recording No. 201508130040, records of Skagit County, Washington, originally from Lisa E. Smith, having taken title as Lisa E. Kelly, a married woman as her sole and separate property, as Grantor, to First American Title, as Trustee, to secure an obligation in favor of HomeSight, as original beneficiary. HomeSight is the present owner and holder of the obligation secured by the Deed of Trust.

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.

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:

a. Failure to pay the following past due amounts, which are in arrears and are presently due in full because the Borrower and Grantor ceased being the owner of the Property and the Property was conveyed and transferred by the Borrower and Grantor to another party. PROMISSORY NOTE - DUE IN FULL -

Unpaid Principal Balance: \$20,091.72
Unpaid Accrued Interest: \$0.00
Unpaid Accrued Late Charges: \$0.00
Attorney's Fees and Costs: \$49,510.62*

TOTAL AMOUNT DUE:

\$69,602.34

- The attorney's fees and costs referenced above include attorney's fees and costs incurred by the Beneficiary in connection with litigation between the Beneficiary as a defendant and Michael Dods and Darlene Dods as the plaintiffs, filed by the plaintiffs with the Skagit County Superior Court under Case No. 17-2-01833-29. Additional attorney's fees and costs may be incurred.
- b. Default other than failure to make the payments described in paragraph a. above:

NONE.

IV.

The principal sum owing on the obligation secured by the Deed of Trust is: \$20,091.72, together with 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 Property will be sold to satisfy the expense of sale and the obligation secured by said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on SEPTEMBER 9, 2022. The default referred to in Paragraph III must be cured by AUGUST 29, 2022 (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 AUGUST 29, 2022 (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 any time after AUGUST 29, 2022 (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 encumbrances paying the principal secured by the Deed of Trust, plus costs, fees and advances, if any, made pursuant to the terms of the obligations 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, Grantor, and/or the Grantor's successors in interest, at the following addresses:

Michael Dods At: P.O. Box 1105

Concrete, WA 98237

Darlene M. Dods At: P.O. Box 1105

Concrete, WA 98237

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| Michael Dods | At: | c/o David L. Day, Esq. Fairhaven Legal Associates, P.S. 1023 South 3rd ST Mount Vernon, WA 98273 |
|----------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------|
| Darlene M. Dods | At: | c/o David L. Day, Esq. Fairhaven Legal Associates, P.S. 1023 South 3rd ST Mount Vernon, WA 98273 |
| Michael Dods | At: | 44978 Dalles Road Concrete, WA 9837 |
| Darlene M. Dods | At: | 44978 Dalles Road Concrete, WA 9837 |
| Lisa Eileen Hanson aka Lisa Eileen Kelly aka Lisa Eileen Smith | At: | 16500 Int. Blvd. S, #106 Seattle, WA 98188 |
| Lisa Eileen Hanson aka Lisa Eileen Kelly aka Lisa Eileen Smith | At: | 44978 Dalles Road Concrete, WA 98237 |
| Lisa Eileen Hanson aka Lisa Eileen Kelly aka Lisa Eileen Smith | At: | P.O. Box 15 Prineville, OR 97754 |
| Lisa Eileen Hanson aka Lisa Eileen Kelly aka Lisa Eileen Smith | At: | c/o Andrew M. Gebelt 6134 NE 203rd ST Kenmore, WA 98028-1945 |
| Occupants/Residents | At: | 44978 Dalles Road Concrete, WA 9837 |

by both first class and certified mail on May 3, 2019, and the Declaration of Ownership on May 22, 2019, proof of which is in the possession of the Trustee; and the Notice of Default was posted in a conspicuous place on May 6, 2019, on the real Property described in paragraph I above, and the Trustee has in his possession proof of such 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 R.C.W. 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 AND NON-RESIDENTIAL tenants. After the 20th day following the sale the purchaser has the right to evict occupants AND NON-RESIDENTIAL tenants by summary proceedings under chapter 59.12 RCW. For RESIDENTIAL tenant-occupied Property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060. RESIDENTIAL TENANT-OCCUPIED PROPERTY MEANS PROPERTY COMPRISED SOLELY OF A SINGLE-FAMILY RESIDENCE, OR A CONDOMINIUM, COOPERATIVE, OR OTHER DWELLING UNIT IN A MULTIPLEX OR OTHER BUILDING CONTAINING FEWER THAN FIVE RESIDENTIAL UNITS.

XI.

NOTICE TO GUARANTORS:

Any guarantor of the obligation secured by the Deed of Trust 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. All guarantors have the same rights to reinstate the debt, cure the default or repay the debt as is given to the Grantor and Borrower in order to avoid the trustee's sale. Any guarantor will have no right to redeem the Property after the trustee's sale. 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. In any action for a deficiency, a 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 the guarantor's 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.

DATED May 31, 2022.

RAINIER TRUSTEE SERVICES, INC., fka RAINIER FORECLOSURE SERVICES, INC.,

Successor Truștee

By: 9 Landlu

MARK J. ROSENBLUM, Secretary/Treasurer

Rainier Trustee Services, Inc.,

fka Rainier Foreclosure Services, Inc. c/o SCHWEET LINDE & COULSON, PLLC

575 S. Michigan Street Seattle, WA 98108 (206) 275-1010

| STATE OF WASHINGTON |) |
|---------------------|------|
| |) ss |
| COUNTY OF KING |) |

On this ______day of May 2022 the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARK J. ROSENBLUM, to me known to be the Secretary/Treasurer of the corporation that executed the foregoing AMENDED NOTICE OF TRUSTEE'S SALE, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument.

Given under my hand and official seal on May 3/1

Maureen A. Fitzgerald

Notary Public in and for the

State of Washington, residing at: Seattle My commission expires: 9/27/2024



DECLARATION OF OWNERSHIP OF OBLIGATION

The undersigned on behalf of HomeSight hereby states and declares under the penalty of perjury that:

- 1. HomeSight is the owner and the actual holder of the Note secured by the Deed of Trust recorded August 13, 2015, under Auditor's File No. 201508130040, records of Skagit County, Washington, from Lisa E. Smith, having taken title as Lisa E. Kelly, a married woman as her sole and separate property, now known as Lisa Eileen Hanson, as Grantor.
- 2. Declarant states that the foregoing is true and correct subject to penalty of perjury under the laws of the State of Washington.

Dated this 20th day of November, 2017, at Seattle, Washington

Tom Jacobi

Chief Portfolio Officer

HomeSight