

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:  
Michelle Ghidotti, Esq.  
144 Railroad Avenue, uite 236  
Edmonds, WA 98020-4100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: \*\*\*\*\*7874 TS No: 22-7202

**NOTICE OF TRUSTEE'S SALE  
PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.24 RCW**

Grantor: GARY KUPKA

Current Beneficiary of Deed of Trust: U.S. Bank National Association not in its individual capacity but solely as Legal Title Trustee for RMTP Trust, Series 2021 BKM-TT-V

Current Mortgage Servicer for the Deed of Trust: Rushmore Loan Management Services, LLC

Current Trustee for the Deed of Trust: MICHELLE R. GHIDOTTI, ESQ.

Trustee's address is 144 Railroad Avenue, Suite 236, Edmonds, WA 98020-4100 (206) 331-3280

Trustee's agent for service is Gary Krohn, Reg. Agent, whose address is 144 Railroad Avenue, Suite 236 Edmonds, WA 98020-4100 Phone: (206) 525-1925

If there are any questions regarding this Notice, please contact (206) 331-3280

Reference Number of Deed of Trust: 201906210133

Parcel Number(s): P76111

Abbr. Legal Description: LT. 30 &amp; PTN. 29, BLK. 73, FIRST ADDN TO THE TOWN OF SEDRO – SKAGIT COUNTY

**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 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

Telephone: 1-877-894-HOME(1-877-894-4663) . Web site:

[http://www.dfi.wa.gov/consumers/homeownership/post\\_purchase\\_counselors\\_foreclosure.htm](http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm)

The United States Department of Housing and Urban Development

Telephone: 1-800-569-4287 Web site:

<http://www.hud.gov/offices/hsg/sfh/hcc/fo/index.cfm?webListAction=search&searchstate=WA&filterSvc=df>

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The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys  
Telephone: 1-800-606-4819 Web site: <http://nwjustice.org/what-clear>

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **2/3/2023**, at **10:00 AM** at **At the main entrance to the Skagit County Courthouse 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 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:

LOT 30 AND THE WEST 1/2 OF LOT 29, BLOCK 73, "FIRST ADDITION TO THE TOWN OF SEDRO IN SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 29, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Commonly known as: 902 Fidalgo Street  
Sedro Woolley, WA 98284-1825

which is subject to that certain Deed of Trust dated 6/21/2019, recorded 6/21/2019, under Auditor's File No. 201906210133, in records of Skagit County, Washington, from GARY KUPKA, AN UNMARRIED PERSON, as Grantor(s), to CHICAGO TITLE INSURANCE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR NEW DAY FINANCIAL, LLC, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, the beneficial interest in which was assigned to U.S. Bank National Association not in its individual capacity but solely as Legal Title Trustee for RMTP Trust, Series 2021 BKM-TT-V as instrument number 202205020074.

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(s) for which this foreclosure is made is/are as follows:  
Failure to pay when due the following amounts which are now in arrears:

**PAYMENT INFORMATION**

<u>FROM</u>	<u>AMOUNT</u>	<u>TOTAL</u>
6/1/2020	\$1,528.63	\$42,801.64

**BENEFICIARY'S ADVANCES, COSTS AND EXPENSES**

<u>DESCRIPTION</u>	<u>ADVANCE AMOUNT</u>
9/23/2022 Late Charges	\$1,573.88
9/23/2022 Corporate Advances	\$6,153.09

**TOTAL DUE AS OF: 9/23/2022 \$50,528.61**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$272,136.32, together with interest as provided in the Note or other instrument secured from 5/1/2020, 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, expressed or implied, regarding title, possession or encumbrances on 2/3/2023. The defaults referred to in Paragraph III must be cured by 1/23/2023, (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 1/23/2023 (11 days before the sale) the default as

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set forth in Paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are 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 after the 1/23/2023 (11 days before the sale date) and before the sale, by the Borrower, or Grantor or any Guarantors 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 Beneficiary or Trustee to the Borrower(s) and Grantor(s) at the following address(es):

<u>NAME</u>	<u>ADDRESS</u>
GARY KUPKA	902 FIDALGO STREET SEDRO WOOLLEY, WA 98284-1825
Unknown Spouse and/or Domestic Partner of Gary Kupka	902 Fidalgo Street Sedro Woolley, WA 98284-1825

by both first class and certified mail on 8/8/2022, proof of which is in the possession of the Trustee; and on 8/18/2022 the Borrower and Grantor were personally served, if applicable, 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 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 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 who are not tenants. After the 20<sup>th</sup> 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 you are a servicemember or a dependent of a servicemember, you may be entitled to certain protections under the federal Servicemembers Civil Relief Act and any comparable state laws regarding the risk of foreclosure. If you believe you may be entitled to these protections, please contact our office immediately.

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Additional disclaimers 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.

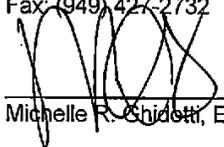
Service of Process should be sent to: Michelle Ghidotti, Esq., c/o Gary Krohn, Reg. Agent, 144 Railroad Avenue, Suite 236, Edmonds, WA 98020-4100 and faxed to (949) 427-2732. If there are any questions regarding this Notice, please contact (206) 331-3280.

**SALE INFORMATION CAN BE OBTAINED ONLINE AT <https://www.servicelinkauktion.com>  
FOR AUTOMATED SALES INFORMATION PLEASE CALL: (866) 539-4173**

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

DATED: 9.26.2022

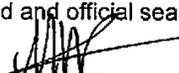
Michelle Ghidotti, Esq.  
144 Railroad Avenue, Suite 236  
Edmonds, WA 98020-4100  
Phone: (206) 331-3280  
Fax: (949) 427-2732

  
\_\_\_\_\_  
Michelle R. Ghidotti, Esq., as Trustee

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 California )  
                                  )ss  
County of Orange )

On 9/26/2022 before me, Merna Wessa, Notary Public personally appeared Michelle Ghidotti-Gonsalves, Esq 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature  (Seal)

