

TS No.: 2022-00166-WA

WHEN RECORDED MAIL TO:  
**C/o Document Department – Trustee Services**  
2300 Lakeview Parkway, Suite 756  
Alpharetta, GA 30009

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)**  
RCW 65.04

Document Title(s): **NOTICE OF TRUSTEE'S SALE**

Grantor(s): **Jackie Sanchez Backlund and Kristopher Backlund**

Current Beneficiary of the Deed of Trust: **PHH Mortgage Corporation**

Current Trustee of the Deed of Trust: **Western Progressive - Washington, Inc.**

Current Mortgage Servicer of the Deed of Trust: **PHH Mortgage Corporation**

Reference Number(s) of the Deed of Trust: **200702270120**

Assessor's Property Tax Parcel Number(s): **P121119 / 4827-000-078-0000**

Grantee(s): **Western Progressive - Washington, Inc.**

Legal Description: **LOT 78, ROSEWOOD P.U.D. PHASE 2 DIVISION 1, ACCORDING  
TO THE PLAT THEREOF, AS RECORDED DECEMBER 3, 2003, UNDER  
AUDITOR'S FILE NO. 200312030041, RECORDS OF SKAGIT COUNTY,  
WASHINGTON.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

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## NOTICE OF TRUSTEE'S SALE

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APN No.: P121119 / 4827-000-078-0000

Grantor(s): Jackie Sanchez Backlund and Kristopher Backlund

Current Beneficiary of the Deed of Trust: PHH Mortgage Corporation

Current Trustee of the Deed of Trust: Western Progressive - Washington, Inc.

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### I

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Western Progressive - Washington, Inc., will on 02/24/2023, at the hour of 10:00 AM, at At Main Entrance Skagit County Courthouse, located at 3rd & Kincaid, Mount Vernon, WA AKA 205 W. Kincaid St., Mount Vernon, WA 98273, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County (ies) of Skagit, State of Washington to-wit:

### LEGAL DESCRIPTION:

**LOT 78, ROSEWOOD P.U.D. PHASE 2 DIVISION 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED DECEMBER 3, 2003, UNDER AUDITOR'S FILE NO. 200312030041, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

Commonly known as: 3121 Arbor Street, Mount Vernon, WA 98273

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The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Which is subject to that certain Deed of Trust dated **02/14/2007**, recorded **02/27/2007**, under Auditor's File No. **200702270120**, Book --- Page ---, records of **Skagit County, Washington**, from **Jackie Sanchez Backlund and Kristopher Backlund, Wife and Husband** as Grantor, to **Chicago Title Company** as Trustee, to secure an obligation in favor of **Peoples Bank as Lender and Beneficiary, Mortgage Electronic Registration Systems, Inc. as the Designated Nominee for Peoples Bank** as Beneficiary, the beneficial interest in which was assigned to **PHH Mortgage Corporation** under an assignment recorded on **May 1, 2019**, under Auditor's File No. as **Instrument No. 201905010021**, Bk. in Book ---, Pg. at Page ---, records of **Skagit County, Washington**.

#### 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: **\$293,932.68**; (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

#### IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of **\$217,918.89**, together with interest as provided in the note or other instrument secured from **03/01/2012**, 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, express or implied, regarding title, possession or encumbrances on **02/24/2023**. The default(s) referred to in paragraph III, must be cured by **02/13/2023** (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **02/13/2023** (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after **02/13/2023** (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 encumbrance paying the entire

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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 and Grantor at the following addresses:

See Exhibit "A" attached

by both first class and certified mail on **08/11/2022** proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on **08/25/2022**, with said written notice of default or the written notice of default was posted in a conspicuous place on the real property described in the 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.

**If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the bid amount paid. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary or the Beneficiary's attorney.**

**IX.**

Anyone having any objections 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 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.

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For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060;

**XI.****NOTICE TO GUARANTORS OF COMMERCIAL LOANS**

- (a) If you are a guarantor of the obligations secured by the deed of trust on a commercial loan, you 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.
- (b) You have 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.
- (c) You will have no right to redeem the property after the trustee's sale.
- (d) 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 other deed of trust granted to secure the same debt.

**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: (877) 894-4663. Website: <http://www.homeownership.wa.gov>

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

Website: <http://www.hud.gov>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (800) 606-4819. Website: <http://nwjustice.org/get-legal-help>

**DATE: September 29, 2022**

Trustee: **Western Progressive - Washington, Inc.**

Trustee address: 3600 15th Avenue West, Suite 200C

Seattle, Washington 98119

Trustee telephone number: 1-206-876-9986

Direct Line Telephone number: 1-770-612-7384

Signature/By

  
Glenda Hamilton, Trustee Sale Assistant

STATE OF Georgia )

) ss

COUNTY OF Fulton )

On September 29, 2022, before me, C Scott, Personally appeared Glenda Hamilton, 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

WITNESS my hand and official seal.

  
C. Scott, Notary Public

(Seal)

C Scott

NOTARY PUBLIC

Gwinnett County, GEORGIA

My Commission Expires 09/09/2026

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### **Exhibit "A"**

#### **Name and Addresses:**

**Jackie Sanchez Backlund and Kristopher Backlund, Wife and Husband**

**3121 Arbor Street, Mount Vernon, WA 98273**

**WESTERN PROGRESSIVE - WASHINGTON, INC., MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.**