12/29/2022 08:31 AM Pages: 1 of 4 Fees: \$206.50

Skagit County Auditor, WA

RETURN ADDRESS:

Gary Krohn Waterfront Park 144 Railroad Ave., Suite 236 Edmonds, WA 98020-4100

Document Title:

Notice of Trustee's Sale

Reference Number:

201009100038 (recorded deed of trust)

Grantors:

Pine-Nelson, Nickolas J. Wilkins-Haigh, Shayne E.

Ripple, Charlie Grantee:

Current Beneficiary of the deed of trust: Ripple, Charlie

Current trustee of the deed of trust: Krohn, Gary

Current mortgage servicer of the deed of trust: Ripple, Charlie

Legal Description:

Lot 13, Plat of Lonestar's Addition to the City of Concrete, v. 15, pgs.

163-166

Full Legal Description: Page 1

Assessor's Property Tax Parcel/Account Number(s):

P104847 (APN 4628-000-013-0002)

NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that Gary Krohn, the undersigned successor Trustee, will on Friday, April 21, 2023, at the hour of 10:00 o'clock, a.m., at the front entrance of the Skagit County Superior Courthouse, 205 West Kincaid, Mount Vernon, Washington 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 of Skagit, State of Washington, to-wit:

Lot 13, Plat of Lonestar's Addition to the City of Concrete, as per plat recorded in volume 15 of plats, pages 163 through 166, inclusive, records of Skagit County, Washington

Situate in the Town of Concrete, County of Skagit, State of Washington NOTICE OF TRUSTEE'S SALE - PAGE 1

which is subject to that certain Deed of Trust dated August 25, 2010, recorded September 10, 2010, under Auditor's/Recorder's No. 201009100038, records of Skagit County, Washington, from Nickolas J. Pine-Nelson and Shayne E. Wilkins-Haigh, as Grantors, to Land Title and Escrow, as Trustee, to secure an obligation in favor of Charlie Ripple and Marinette Ripple, as Beneficiary.

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 defaults for which this foreclosure is made are as follows: Failure to pay when due the following amounts, which are now in arrears: Principal balance of \$95,000.00, which is due and owing; interest of \$55,005.60. Defaults other than failure to make monthly payments:

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$95,000.00, together with interest as provided in the note or other instrument secured from August 25, 2010 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 April 21, 2023. The defaults referred to in paragraph III must be cured prior to the sale to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time prior to the sale, the defaults 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 before the sale by the Borrower, Grantor or the Guarantor, or the holder of any recorded junior lien or encumbrance 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. The debt secured by the Deed of Trust is now fully due and owing, so there is no right to reinstate the obligation.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Nickolas Pine -Nelson P.O. Box 1142 Concrete, WA 98237

NOTICE OF TRUSTEE'S SALE - PAGE 2

Nickolas Pine-Nelson 45362 Limestone Street Concrete, WA 98237

Shayne E. Wilkins-Haigh 32122 E. Entwistle Street Carnation, WA 98014

Shayne E. Wilkins-Haigh P.O. Box 1058 Carnation, WA 98014

by both first class and certified mail on November 15, 2022, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on November 21, 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 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 objection 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. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

NOTICE OF TRUSTEE'S SALE - PAGE 3

XI. NOTICE TO GUARANTOR(S)

If you are a guarantor of the obligation(s) secured by the deed of then, then you are hereby notified, pursuant to RCW 61.24.042, of the following: (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.

Dated December 27, 2022.

Gary Krohn, Successor Trustee 144 Railroad Avenue, Suite 236 Edmonds, WA 98020-4100

Telephone number: (206) 525-1925 Fax number: (206) 525-8314 Email address: GaryKrohn@aol.com

STATE OF WASHINGTON) ss COUNTY OF SNOHOMISH)

NOTARY

On December 27, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Krohn, who executed the foregoing instrument and acknowledged the said instrument to be his free and voluntary act for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Stacie E. Hearst

NOTARY PUBLIC in and for the state of Washington

Residing at Edmonds

My commission expires August 25, 2025

NOTICE OF TRUSTEE'S SALE - PAGE 4