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02/21/2023 02:56 PM Pages: 1 of 4 Fees: \$206.50
Skagit County Auditor

After recording return to:

David L. Day

1023 S. 3rd St.

Mount Vernon, WA 98273

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 3rd day of June, 2023, at the hour of 10:00 o'clock a.m. at the main entrance of the Skagit County Courthouse located at 205 W. Kincaid Avenue, Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situate in the County of Skagit, State of Washington, to-wit:

THE WEST 20 FEET OF LOT 18, ALL OF LOTS 19 AND 20, BLOCK 2, J.M. MOORE'S ADDITION TO ANACORTES, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's Tax/Parcel No: P57905 XrefID: 3804-002-020-0004

More commonly known as: 1220 31st St Anacortes, Washington

which is subject to a certain Deed of Trust dated June 25, 2020, recorded June 29, 2020, under Auditor's File No. 202006290270, records of Skagit County Washington, from Brandi Martinez as Grantor to Guardian Title Company of Skagit County, as Trustee, which Trustee has been succeeded by DAVID L. DAY of Fairhaven Legal Associates P.S., to secure an obligation in favor of Romeo Ubungen, 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 default for which this foreclosure is made is/are as follows: For failure to pay when due the following amounts which are now in arrears, \$91,091.33 plus other charges, costs and fees as set forth in the Notice of Foreclosure, and for other than payment of money such as failure to pay property tax and failure to provide insurance.

IV.

The sum owing on the obligation secured by the Deeds of Trust is: Principal \$479,776.44, together with interest as provided in the Note and such other costs and fees as are due under the Note and Deed of Trust 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 the 3rd day of June, 2023. The default(s) referred to in paragraph III must be cured by the 22nd day of May, 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 the 22nd day of May, 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 by the Grantor any time after the 22nd day of May, 2023 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor, or his successor in interest 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.

VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor or her successor in interest at the following addresses:

Brandi Martinez	Brandi Martinez	Occupants
1017 Hazel St	135 State St	1220 31 st St
Burlington WA 98233	Sedro Woolley, WA 98284	Anacortes, WA 98221

by both first class and certified mail on the 17th day of February, 2023, proof of which is in the possession of the Trustee; and on the 22nd day of February, 2023 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 is 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 twentieth 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 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.

David L. Day
DAVID L. DAY, Successor Trustee
1023 S. 3rd St
Mount Vernon, WA 98273
(360) 755-0611

THIS IS TO CERTIFY that on this 21 day of February 2023, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared David L. Day to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

A circular notary seal for Judy Y. Zavala. The outer ring contains the text "JUDY Y. ZAVALA" at the top, "STATE OF WASHINGTON" at the bottom, and "COMM. NO. 47292" on the right. The inner circle contains the text "NOTARY PUBLIC" and "EXP. 10/01/2025".

NOTARY PUBLIC for Washington.
Residing at: Burlington
My Commission Expires: 10/31/2025