

Record at Request of:

Return to:

Kyle W. Nolte/lv
Stamper Rubens, P.S.
720 West Boone, Suite 200
Spokane, WA 99201

WFQ EWA ACCT 2023-16

COURTESY RECORDING

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

Grantee: (1) Public; (2) Mary Luann Larson, Trustee of the Mary Luann Larson Revocable Trust; (3) Mountain West IRA, Inc. FBO Chad Burd IRA; (4) Cassandra T. Hollis; and (5) Equity Trust Company Custodian FBO David A. Duemling BENE IRA Marianne Duemling DCD.

Legal Description (abbreviated): Lot 23, Sauk Mountain View Estates North-A Planned Residential Development Phase V and Plat Alterations of Phase IV. Additional legal on page 2.

Tax Parcel No. P133174/6033-000-023-0000

Reference No. of Deed of Trust: 202010010044.

Current Escrow Servicer: (Kootenai County Title Company, P.O. Box 1408, Coeur d'Alene, ID 83816, Acct. No. xxxxx19065).

Current Trustee: (Kyle W. Nolte, Stamper Rubens, PS, 720 W. Boone, Ste. 200, Spokane, WA 99201).

TO: Key Peninsula Properties, LLC
17643 W. Big Lake Blvd.
Mount Vernon, WA 98273

NOTICE UNDER 15 U.S.C. Section 1692 et seq. - The above account has been listed for immediate collection. Unless you dispute the validity of this debt or any portion of it within 30 days of receipt of this notice, we assume the debt to be a valid one.

If however you notify us in writing within the next thirty (30) days following receipt of this notice, that you do dispute the validity of this debt, or any portion of it, we will obtain verification of the debt, or a copy of the judgment, whichever the case may be and mail that copy of the verification or judgment to you.

Also, upon written request within thirty (30) days of the receipt of this notice, we will provide you with the name and address of the original creditor, if it is different from the

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current creditor listed above.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **June 16, 2023, at the hour of 10 o'clock a.m.**, at the Skagit County Courthouse, main entrance, 205 W. Kincaid, Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Spokane County, Washington, to-wit:

Lot 23, Sauk Mountain View Estates North, a Planned Residential Development Phase V and Plat Alteration of Phase IV, recorded March 18, 2016 under Auditor's File No. 20160318044, records of Skagit County, Washington.

Tax Parcel No. P133174/6033-000-023-0000

which currently has the address of 1470 W. Gateway Heights Loop, Sedro-Woolley, WA 98837 ("Property Address").

which is subject to that certain Deed of Trust dated September 30, 2020, and recorded October 1, 2020, under recording number 202010010044, records of Skagit County, Washington, between Key Peninsula Properties, LLC Grantor, whose address is 17643 W. Big Lake Blvd., Mount Vernon, WA 98273, Guardian Northwest Title & Escrow Company, Trustee, whose address is 1301 W. Riverside Drive, Ste. B, Mount Vernon, WA 98273 and (1)) Mary Luann Larson, Trustee of the Mary Luann Larson Revocable Trust; (2) MOUNTAIN WEST IRA, INC. FBO Chad Burd IRA; (3) CASSANDRA T. HOLLIS; (4) EQUITY TRUST COMPANY Custodian FBO David A. Duemling BENE IRA Marianne Duemling DCD, Beneficiaries.

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:

The beneficiaries allege that you are in default for other than failure to make monthly payments:

Monthly Payments:	
Ten (10) monthly payments at \$2,510.00 (10/23/20 thru 2/28/23):	\$25,100.00
Late Charges:	
Nine (9) late charges of \$250.00 for each monthly payment	\$ 2,250.00
Unpaid Interest Charges:	<u>\$ 1,192.08</u>
TOTAL MONTHLY PAYMENTS, LATE CHARGES, INTEREST CHARGES:	\$28,542.08

The beneficiaries allege that you are in default for other than failure to make monthly payments:

Failure to maintain property casualty insurance:

The prior policy of casualty insurance lapsed due to non-payment on October 23, 2020, and has not been renewed.

OTHER CHARGES, COSTS AND FEES:

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following charges, costs and fees to reinstate the deed of trust if reinstatement is made before recording of the Notice of Trustee's Sale:

a. Cost of title report for foreclosure	\$ 971.58
b. Service or posting Notice of Default	\$ 75.00
c. Postage	\$ 25.00
d. Attorney fee for Notice of Default/Notice of Trustee Sale	\$1,000.00
e. Forced-Place Insurance (EST)	<u>\$1,500.00</u>
	\$3,571.58
TOTAL CHARGES, COSTS AND FEES:	\$32,113.66

IV.

The sum owing on the obligation secured by the Deed of Trust is principal of \$250,000.00, together with interest as provided in the note or other instrument secured from October 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

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without warranty, express or implied, regarding title, possession, or encumbrances on **June 16, 2023**. The default(s) referred to in paragraph III must be cured by **June 5, 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 **June 5, 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 **June 5, 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 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:

<u>Name</u>	<u>Address</u>
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TO: Key Peninsula Properties, LLC 17643 W. Big Lake Blvd. Mount Vernon, WA 98273	
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by both first class and certified mail on January 30, 2023, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on January 31, 2023, 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 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 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.

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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.

DATED: MARCH 11, 2023

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE DEBT IN WRITING WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION WITHIN 30 DAYS.



Kyle W. Nolte, Trustee
Stamper Rubens, P.S.
720 West Boone, Suite 200
Spokane, WA 99201
(509) 326-4800

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