09/23/2024 12:05 PM Pages: 1 of 4 Fees: \$306.50

Skagit County Auditor, WA

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Trustee Corps 606 W. Gowe Street Kent, WA 98032-5744

TS No WA07000228-24-1

TO No 240403095-WA-MSI

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

Grantor: PETER MAHLER, AN UNMARRIED PERSON

Current Beneficiary of the Deed of Trust: Carrington Mortgage Services, LLC Original Trustee of the Deed of Trust: CHICAGO TITLE INSURANCE COMPANY Current Trustee of the Deed of Trust: MTC Financial Inc. dba Trustee Corps

Current Mortgage Servicer of the Deed of Trust: Celink

Reference Number of the Deed of Trust: Instrument No. 202201060005

Parcel Number: P127230

I. NOTICE IS HEREBY GIVEN that on January 24, 2025, 10:00 AM, at main entrance Skagit County Courthouse, located at 3rd & Kincaid, Mount Vernon, WA, MTC Financial Inc. dba Trustee Corps, the undersigned Trustee, will 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 128, PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 2), ACCORDING TO THE PLAT THEREOF RECORDED ON JANUARY 17, 2008 UNDER AUDITOR'S FILE NO. 200801170047, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN SKAGIT COUNTY, WASHINGTON.

APN: P127230

More commonly known as 5618 SWIFT CREEK DRIVE, MOUNT VERNON, WA 98273

which is subject to that certain Deed of Trust dated December 26, 2021, executed by PETER MAHLER, AN UNMARRIED PERSON as Trustor(s), to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as designated nominee for HIGHTECHLENDING INC., Beneficiary of the security instrument, its successors and assigns, recorded January 6, 2022 as Instrument No. 202201060005 and the beneficial interest was assigned to CARRINGTON MORTGAGE SERVICES, LLC, ITS SUCCESSORS AND ASSIGNS and recorded May 13, 2024 as Instrument Number 202405130017 of official records in the Office of the Recorder of Skagit County, Washington.

II. No action commenced by Carrington Mortgage Services, LLC, the current Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantors' default on the obligation secured by the Deed of Trust/Mortgage. III. The default(s) for which this foreclosure is made is/are as follows: Failed to pay the principal balance which became all due and payable based upon the death of all mortgagors, pursuant to paragraph (7)(A)(I) under the Note, and pursuant to paragraph (10)(A)(I) of the Deed of Trust.

PRINCIPAL AND INTEREST DUE INFORMATION

Principal Balance as of April 9, 2024

\$281,603.38

Interest due through September 20, 2024

\$49,060.18

TOTAL PRINCIPAL BALANCE AND INTEREST DUE:

\$330,663.56

PROMISSORY NOTE INFORMATION

Note Dated: Note Amount: December 26, 2021

Note Amount: Interest Paid To: Next Due Date: \$787,500.00 March 9, 2024 April 9, 2024

Current Beneficiary:

Carrington Mortgage Services, LLC

Contact Phone No:

866-446-0026

Address:

3900 Capital City Blvd, Lansing, MI 48906

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$281,603.38, together with interest as provided in the Note or other instrument secured, 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on January 24, 2025. The defaults referred to in Paragraph III must be paid by January 13, 2025, (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 January 13, 2025 (11 days before the sale) the default as set forth in Paragraph III is paid and the Trustees' 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 January 13, 2025 (11 days before the sale date) and before the sale, by the Borrower or Grantor 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 current Beneficiary, Carrington Mortgage Services, LLC or Trustee to the Borrower and Grantor at the following address(es):

<u>ADDRESS</u> PETER MAHLER 5618 SWIFT CREEK DRIVE, MOUNT VERNON, WA 98273

by both first class and certified mail on **August 20, 2024**, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served with said written Notice of Default or the written Notice of Default was posted in a conspicuous place **August 21, 2024** 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 Trustees' 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 to Borrower(s) who received a letter under RCW 61.24.031:

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

Dated: September 20, 2024

MTC Financial Inc. dba Trustee Corps, as Duly Appointed

RYAN WATKINS
Notery Public
State of Washington
Commission # 148909
My Comm. Expires Apr 19, 2023

Successor Trustee

By: Alan Burton, Vice President

MTC Financial Inc. dba Trustee Corps 606 W. Gowe Street Kent, WA 98032-5744 Toll Free Number: (844) 367-8456 TDD: 711 949.252.6300

For Pay Off Quotes, contact MTC Financial Inc. DBA Trustee Corps

STATE OF WASHINGTON COUNTY OF KING

I certify that I know or have satisfactory evidence that <u>ALAN BURTON</u> is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **Vice President for MTC** Financial Inc. **DBA Trustee Corps** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 20, 2024

Notary Public in and for the State of Washington

Residing at King County

My Appointment expires

4-19.25

To the extent your original obligation was discharged under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.