

RECORDING REQUESTED BY:



WHEN RECORDED MAIL TO:

Skagit County Auditor \$79.00
12/31/2013 Page 1 of 8 2:40PM

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

TS No WA05000030-13-1

APN 3812-010-010-0009

TO No 8378950

AMST AM 8/79

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

I. NOTICE IS HEREBY GIVEN that on **May 2, 2014, 10:00 AM**, at the main entrance to the Superior Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA 98273, 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:

Lots 9 and 10, Block 10, "QUEEN ANNE ADDITION TO THE CITY OF ANACORTES", as per plat recorded in Volume 2 of Plats, page 39, records of Skagit County, Washington. Situate in the City of Anacortes, County of Skagit, State of Washington.

APN: 3812-010-010-0009

More commonly known as 1416 12TH ST, ANACORTES, WA 98221-0000

which is subject to that certain Deed of Trust dated as of April 10, 2007, recorded on April 17, 2007 as Instrument No. 200704170134 of official records in the Office of the Recorder of Skagit County, Washington from Michael L. Sawyer, an unmarried man, as Trustor(s), to LS Title of Washington, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., as original Beneficiary. The beneficial interest was assigned to Bank of America, N.A. successor by merger to BAC Home Loan Servicing, LP and recorded as Instrument Number 201105260135.

II. No action commenced by BANK OF AMERICA, N.A., 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.

Current Beneficiary: **BANK OF AMERICA, N.A.**
Contact Phone No: **800-669-6650**
Address: **400 National Way, CA6-919-01-09, Simi Valley, CA 93065**

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:

DELINQUENT PAYMENT INFORMATION

| From | To | Number of Payments | Monthly Payment | Total |
|------------------|-------------------|--------------------|-----------------|-------------|
| November 1, 2009 | December 23, 2013 | 38 | \$2,025.91 | \$76,984.58 |

LATE CHARGE INFORMATION

| | | | | |
|------------------|-------------------|----|----------|------------|
| November 1, 2009 | December 23, 2013 | 38 | \$101.29 | \$3,849.02 |
|------------------|-------------------|----|----------|------------|

PROMISSORY NOTE INFORMATION

Note Dated: **April 10, 2007**
Note Amount: **\$265,000.00**
Interest Paid To: **October 1, 2009**
Next Due Date: **November 1, 2009**

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$257,220.48, 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 **May 2, 2014**. The defaults referred to in Paragraph III must be cured by **April 21, 2014**, (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 **April 21, 2014** (11 days before the sale) the default as set forth in Paragraph III is cured 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 **April 21, 2014** (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 principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

VI. A written Notice of Default was transmitted by the current Beneficiary, BANK OF AMERICA, N.A. or Trustee to the Borrower and Grantor at the following address(es):

ADDRESS

UNKNOWN SPOUSE OF MICHAEL L. SAWYER
1416 12TH ST, ANACORTES, WA 98221
UNKNOWN SPOUSE OF MICHAEL L. SAWYER
610 E Lake Stevens Rd Apt, Lake Stevens, WA 98258
UNKNOWN SPOUSE OF MICHAEL L. SAWYER
8933 147TH AVE NE, GRANIT FALLS, WA 98252
MICHAEL L SAWYER
1416 12TH ST, ANACORTES, WA 98221-0000
MICHAEL L SAWYER

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1416 12TH ST, ANACORTES, WA 98221-2109
MICHAEL L SAWYER
610 E Lake Stevens Rd Apt, Lake Stevens, WA 98258
MICHAEL L SAWYER
8933 147TH AVE NE, GRANITE FALLS, WA 98252

by both first class and certified mail on November 20, 2013, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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 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. If the Borrower received a letter under RCW 61.24.031:

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 might 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 or (800) 606-4819 Website: www.wshfc.org

The United States Department of Housing and Urban Development:

Telephone: (800) 569-4287 Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys:

Telephone: (800) 606-4819 Website: www.homeownership.wa.gov

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 the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-

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

NOTICE TO GUARANTOR(S) - RCW 61.24.042 - (1) The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustees' 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 Trustees' 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. The failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the Borrower or the Grantor, or the Trustee's Sale.

Dated: December 26, 2013

TRUSTEE CORPS

By: Joseph Barragan, Authorized Signatory

TRUSTEE CORPS
1700 Seventh Avenue
Suite 2100
Seattle WA 98101

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

SALE INFORMATION CAN BE OBTAINED ONLINE AT www.priorityposting.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL:
Priority Posting and Publishing at 714-573-1965

State of CALIFORNIA
County of ORANGE

On December 26, 2013, before me, David Miller, a Notary Public, personally appeared Joseph Barragan who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State



To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy 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.

TS No WA05000030-13

APN 3812-010-010-0009



Re: TS#: WA05000030-13-1

**RESIDENT OF PROPERTY
SUBJECT TO FORECLOSURE SALE**

The foreclosure process has begun on this property, which may affect your right to continue to live in this property.

Ninety days or more after the date of this notice, this property may be sold at foreclosure.

If you are renting this property, the new property owner may either give you a new rental agreement or provide you with a sixty-day notice to vacate the property.

You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.



**NOTICE OF FORECLOSURE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 RCW**

To: **Michael L. Sawyer, an unmarried man**

Pursuant to the Revised Code of Washington, the attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to BANK OF AMERICA, N.A., the Beneficiary of your Deed of Trust and owner of the obligation secured thereby. Unless the default(s) is/are cured, your property will be sold at auction on May 2, 2014.

To cure the default(s), you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorney fees as set forth below by April 21, 2014 (11 days before the sale date). To date, these arrears and costs are as follows: Delinquent payments from November 1, 2009 in the amount of \$ 2,025.91 / month, as shown below:

| <u>PAYMENT INFORMATION AS OF:</u> | <u>December 23, 2013</u> | <u>April 21, 2014</u> |
|--|--------------------------|-----------------------|
| Delinquent monthly payments from 11/01/2009 in the amount of: \$2,025.91 | \$76,984.58 | \$85,088.22 |
| Monthly late charges from 11/01/2009 in the amount of: \$101.29 | \$3,849.02 | \$4,254.18 |
| TOTALS | \$80,833.60 | \$89,342.40 |

| <u>BENEFICIARY'S ADVANCES, COSTS, AND EXPENSES DUE TO REINSTATE AS OF:</u> | <u>December 23, 2013</u> | <u>April 21, 2014</u> |
|--|--------------------------|-----------------------|
| TOTALS | \$0.00 | \$0.00 |

| <u>FORECLOSURE FEES AND COSTS DUE TO REINSTATE AS OF (Estimated Itemization):</u> | <u>December 23, 2013</u> | <u>April 21, 2014</u> |
|---|--------------------------|-----------------------|
| Trustee's Fee | \$675.00 | \$675.00 |
| Trustee's Sale Guarantee | \$872.09 | \$872.09 |
| Recording Fees | \$100.00 | \$100.00 |
| Posting Notice of Default | \$75.00 | \$75.00 |
| Certified Mailing of Notice of Default | \$60.00 | \$60.00 |
| Publication of Notice of Sale (Estimated) | \$0.00 | \$1,700.00 |
| Posting of Notice of Sale | \$250.00 | \$250.00 |
| Certified Mailing of Notice of Sale | \$60.00 | \$60.00 |
| TOTAL FEES & COSTS | \$2,092.09 | \$3,792.09 |
| TOTAL TO REINSTATE | \$82,925.69 | \$93,134.27 |

To pay off the entire obligation secured by your Deed of Trust as of December 23, 2013 you must pay a total of \$257,220.48 in principal, \$71,672.76 in interest, plus other costs and advances estimated to date in the amount of \$328,893.24. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of Trust as of the payoff date.



As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

Description of Action Required to Cure and Documentation Necessary to Show Cure:

\$0.00 Property Tax – if paid, a copy of the paid tax receipt should be included with the reinstatement funds

\$0.00 Insurance Advance – if paid, a copy of the paid receipt should be included with the reinstatement funds

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the **April 21, 2014** (11 days before the sale date), by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate or to pay off the entire indebtedness may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. Tender of payment, in the form of cash, or cashiers' check or certified checks from State or federally chartered banks, or performance must be made to:

TRUSTEE CORPS

TS No. WA05000030-13-1
1700 Seventh Avenue, Suite 2100
Seattle WA 98101
Phone: 949-252-8300

TRUSTEE CORPS

TS No. WA05000030-13-1
17100 Gillette Ave
Irvine, CA 92614

AFTER April 21, 2014, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance of **\$257,220.48** plus accrued interest, costs and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals.

The court may grant a restraining order or injunction to restrain a Trustee's Sale pursuant to RCW 61.24.130 upon five days notice to the Trustee of the time when, place where and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served upon the Trustee at:

TRUSTEE CORPS

1700 Seventh Avenue, Suite 2100
Seattle WA 98101

TRUSTEE CORPS

17100 Gillette Ave
Irvine, CA 92614



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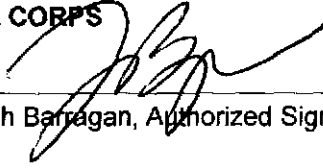
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Title Order No 8378950

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property;

Dated: December 26, 2013

TRUSTEE CORPS


By: Joseph Barragan, Authorized Signatory

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy 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.



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Skagit County Auditor

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