



201410160065

When recorded, mail to:

RTS Pacific, Inc.
616 1st Avenue, Suite 500
Seattle, WA 98104

Trustee's Sale No: 01-FHF-130855

NOTICE OF TRUSTEE'S SALE

Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, RTS Pacific, Inc., will on **February 13, 2015**, at the hour of **10:00 AM**, at **THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE BLDG., 3RD & KINCAID ST LOCATED AT 205 W. KINCAID ST., MOUNT VERNON, WA**, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAGIT, State of Washington:

THAT PORTION OF LOTS 142 & 143, THUNDERBIRD EAST 4TH ADD., AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

Tax Parcel No: P83220, commonly known as 925 NEZ PERCE DRIVE , MOUNT VERNON, WA.

The Property is subject to that certain Deed of Trust dated 9/23/2006, recorded 9/26/2006 , under Auditor's/Recorder's No. 200609260096, records of SKAGIT County, Washington, from PAUL G. GONZALES AND LYNDA GONZALES, HUSBAND AND WIFE, as Grantor, to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, in favor of HOUSEHOLD FINANCE CORPORATION III, as Beneficiary, the beneficial interest in which is presently held by U.S. Bank Trust, N.A, as Trustee for LSF8 Master Participation Trust.

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/are made are as follows:

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FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 3/28/2012, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

Failure to pay when due the following amounts which are now in arrears:

	Amount due as of October 15, 2014
Delinquent Payments from March 28, 2012 31 payments at \$ 2,668.11 each (03-28-12 through 10-15-14)	\$ 82,711.41
Late Charges:	\$ 5,603.01
BENEFICIARY ADVANCES	
TOTAL UNCOLLECTED	\$ 24,849.20
Suspense Credit:	\$ 0.00
TOTAL:	\$ 113,163.62

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$303,742.11, 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 expenses 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 February 13, 2015. The default(s) referred to in paragraph III must be cured by February 2, 2015 (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 February 2, 2015, (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 at any time after February 2, 2015, (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:

LYNDA L. GONZALES, 925 NEZ PERCE DRIVE, MOUNT VERNON, WA, 98273
LYNDA L. GONZALES, 2107 ELECTRIC AVE, BELLINGHAM, WA, 98229
PAUL G. GONZALES, 925 NEZ PERCE DRIVE, MOUNT VERNON, WA, 98273
PAUL G. GONZALES, 2107 ELECTRIC AVE, BELLINGHAM, WA, 98229

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by both first class and certified mail on 8/27/2014, proof of which is in the possession of the Trustee; and on 8/26/2014, 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 on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII

The Trustee's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 of 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 same 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.

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 are 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

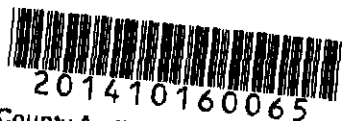
Telephone: 1-877-894-HOME (1-877-894-4663)

Web site:

http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm

The United States Department of Housing and Urban Development

Telephone: 1-800-569-4287



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Web site:

http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc

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

Telephone: 1-800-606-4819

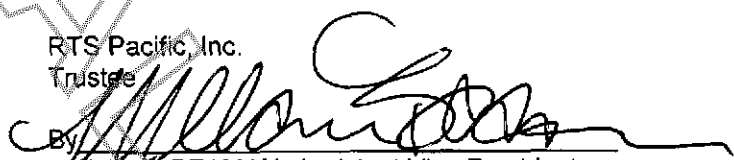
Website: http://nwjustice.org/what-clear

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 proceeding under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with section 2 of this act.

DATED: 10/14/2014

RTS Pacific, Inc.
Trustee

By: 

MELANIE BEAMAN, Assistant Vice President

Address: 616 1st Avenue, Suite 500
Seattle, WA 98104

Phone: (206) 340-2550

Sale Information: www.rts-pacific.com

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On 10-14-2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MELANIE BEAMAN, to me known to be the Assistant Vice President of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

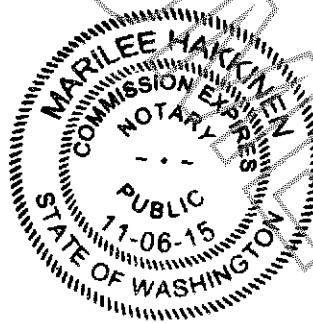
Witness my hand and seal the day and year first above written.

Marilee Hakkinen

Notary Public residing at King County

Printed Name: MARILEE HAKKINEN

My Commission Expires: 11-6-15



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EXHIBIT FOR LEGAL DESCRIPTION

Trustee's Sale No. 01-FHF-130855

EXHIBIT "A"

DESCRIPTION:

That portion of Lot 142, "THUNDERBIRD EAST FOURTH ADDITION," as per plat recorded in Volume 14 of Plats, pages 10 and 11, records of Skagit County, Washington;

EXCEPT the South 50 feet of Lot 142,

AND EXCEPT the following described portion of said Lot 142, as follows:

Beginning at the Northeast corner of said Lot 142;
thence South 5°54'03" East, 93.69 feet along the East line of said Lot 142 to the true point of beginning;
thence continue South 5°54'03" East, 145.56 feet along said East line to the North line of the South 50.00 feet (as measured perpendicular to the South line) of said Lot 142;
thence South 73°10'56" West, 183.82 feet along said North line of the South 50.00 feet of Lot 142 to the Northeasterly corner thereof;
thence North 50°27'07" East, 133.47 feet;
thence North 73°10'56" East, 60.00 feet to a point bearing South 0°23'10" West from the true point of beginning;
thence North 0°23'10" East, 95.63 feet to the true point of beginning;

TOGETHER WITH that portion of Lot 143, "THUNDERBIRD EAST FOURTH ADDITION," as per plat recorded in Volume 14 of Plats, pages 10 and 11, records of Skagit County, Washington, described as follows:

Beginning at the Northwesterly corner of Lot 143;
thence South 5°54'03" East, 93.69 feet along the West line of said Lot 143;
thence North 0°23'10" East, 95.37 feet to a point of curvature on the North line of said Lot 143;
thence along the arc of said curve to the right, concave to the Northwest, having an initial tangent bearing of South 72°02'35" West, a radius of 50.00 feet, through a central angle of 12°03'22", an arc distance of 10.52 feet to the point of beginning.

EXCEPT from all of the above described portions of Lots 142 and 143 those portions lying within the following described tract:

Beginning at the Northwest corner of said Lot 142, Plat of "THUNDERBIRD EAST FOURTH ADDITION";
thence North 73°10'56" East along the North line of said Lot 142 for a distance of 100.40 feet, more or less, to a Northeast corner thereof, being a point on a non-tangent curve;
thence along the arc of said curve to the left, concave to the Northeast having an initial tangent bearing of South 16°49'04" East, a radius of 50.00 feet, through a central angle of 79°04'55" an arc distance of 69.01 feet, more or less, to a Northeast corner of Lot 142, also being the Northwest corner of that certain parcel described on Quit Claim Deed to John S. Milnor, a single man, and Danya R. Johnson, a single woman, recorded under Skagit County Auditor's File No. 9510120073;
thence continue along said curve to the left, having a radius of 50.00 feet, through a central angle of 12°03'22" an arc distance of 10.52 feet, more or less, to the Northeast corner of said Milnor parcel;
thence South 0°23'10" West along the East line of said Milnor parcel for a distance of 60 feet;
thence South 89°35'33" West for a distance of 120.00 feet;



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DESCRIPTION CONTINUED:

thence South $44^{\circ}52'13''$ West for a distance of 68.18 feet, more or less, to the Southeast corner of Lot 106-A said Plat of "THUNDERBIRD EAST FOURTH ADDITION" at a point bearing South $4^{\circ}36'16''$ West from the point of beginning;
thence North $4^{\circ}36'16''$ East along the East line of said Lot 106-A, also being the West line of said Lot 142, for a distance of 113.59 feet, more or less, to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress, utilities and drainage for the benefit of Lots 142 and 143, "THUNDERBIRD EAST FOURTH ADDITION," as per plat recorded in Volume 14 of Plats, pages 10 and 11, records of Skagit County, Washington, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 143, being a point of curvature concave to the Northwest; thence along the arc of said Curve to the left having an initial tangent bearing of North $84^{\circ}05'57''$ East, a radius of 50.00 feet through a central angle of $12^{\circ}03'22''$, an arc distance of 10.52 feet to the true point of beginning;
thence South $0^{\circ}23'10''$ West, 191.00 feet;
thence South $73^{\circ}10'56''$ West 25.00 feet parallel with the South line of Lot 142;
thence South $16^{\circ}49'04''$ East, 25.00 feet;
thence North $73^{\circ}10'56''$ East 38.20 feet;
thence North $0^{\circ}23'10''$ East, 223.47 feet parallel with and 20.00 feet Easterly (as measured perpendicular) of the first course described herein, to a point of curvature on the North line of said Lot 143;
thence along the arc of said curve to the right concave to the Northwest having an initial tangent bearing of South $44^{\circ}46'01''$ West, a radius of 50.00 feet, through a central angle of $27^{\circ}16'34''$, an arc distance of 23.80 feet to the true point of beginning.

ALSO TOGETHER WITH non-exclusive easement for ingress, egress, utilities and drainage existing on November 12, 2004, over, across and under that portion of the vacated cul-de-sac as vacated in City of Mount Vernon Ordinance No. 2266, recorded as Auditor's File No. 8705010003, adjoining both Lots 142 and 143, and which has reverted thereto by operations of law.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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