

AFTER RECORDING RETURN TO:
Weinstein & Riley, P.S.
2001 Western Avenue Suite 400
Seattle, WA 98121



Skagit County Auditor \$77.00
11/30/2015 Page 1 of 5 1:22PM

Reference: Allen A Dean AKA Allen A Allen, 46755428
Reference No(s) of Documents Assigned or Released: 200704260078
Document Title: NOTICE OF TRUSTEE'S SALE
Grantor: Weinstein & Riley, P.S.
Grantee: Allen A. Dean, An unmarried man
Abbreviated Legal Description as Follows: UNIT 425, GARDEN OF EDEN TOWNHOUSE
CONDOMINIUM
Assessor's Property Tax Parcel/Account No(s): P122978

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that the undersigned Weinstein & Riley, P.S., will on March 4, 2016 at 10:00 AM at the Main Entrance of the Skagit County Courthouse, 205 W. Kincaid St. (3rd & Kincaid St.), Mount Vernon, WA 98273 located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

UNIT 425, "GARDEN OF EDEN TOWNHOUSE CONDOMINIUMS"
ACCORDING TO THE DECLARATION THEREOF RECORDED JUNE 10,
2005 , UNDER AUDITOR'S FILE NO. 200506100032 AND SURVEY MAP
AND THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200506100033
RECORDS OF SKAGIT COUNT, WASHINGTON

which is subject to that certain Deed of Trust dated April 8, 2007, recorded April 26, 2007, under Recorder's/Auditor's File Number 200704260078 records of Skagit County, Washington, from Allen A. Dean, An unmarried man, as Grantor, to T.D. Escrow Services, Inc., dba: T.D. Service Company, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. is a separate corporation that is acting solely as a nominee for Home Loan Center, Inc., dba: Lendingtree Loans and its successors and assigns as Beneficiary. CitiMortgage, Inc. is now the beneficiary of the deed of trust. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 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:

- i) Failure to pay the following amounts, now in arrears:

Amount due to reinstate by November 23, 2015

Delinquent Monthly Payments Due:

From 08/01/2014 through 11/01/2015

Monthly Payments

5 payment(s) at \$855.02

5 payment(s) at \$833.39

6 payment(s) at \$850.50

Total:

\$13,545.05

Accrued Late Charges:

\$35.13

Property Inspection:

\$175.50

Appraisal Cost:

\$87.00

Paid FC Atty Fees & Costs:

\$1,581.56

Property Preservation:

\$35.00

Servicing Fees:

\$0.74

TOTAL DEFAULT:

\$15,459.98

IV

The sum owing on the obligation secured by the Deed of Trust is \$139,241.63, together with interest from July 1, 2014 as provided in the note or other instrument, 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 without warranty, express or implied, regarding title, possession, or encumbrances on March 4, 2016. The payments, late charges, or other defaults must be cured by February 22, 2016 (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 22, 2016 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after

February 22, 2016 (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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first-class and certified mail on May 28, 2015, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on May 28, 2015, 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 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 objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objection 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 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.

If the Trustee's Sale is set aside for any reason, the submitted bid will be forthwith returned without interest and the bidder will have no right to purchase the property. Recovery of the bid amount without interest constitutes the limit of the bidder's recourse against the Trustee and/or the Beneficiary.

'Mailing List'

Allen A. Dean
8 Rachel Ln
Intervale, NH 03845

Allen A. Allen
425 Rowland Rd
Sedro Woolley, WA 98284

Jane Doe Unknown Spouse of
Allen A. Dean
425 Rowland Rd
Sedro Woolley, WA 98284

Jane Doe Unknown Spouse of
Allen A. Dean
8 Rachel Ln
Intervale, NH 03845