After Recording Return to: Glogowski Law Firm, PLLC 22000 64th Ave W #2F Mountlake Terrace, WA 98043



Skagit County Auditor

\$75.00

5/18/2016 Page

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3 4:24PM

File No. 156931

Grantors: Michael Jay Cook and Carolyn M. Cook

Grantee: U.S. Bank National Association Trustee: Glogowski Law Firm, PLLC

## First Amended Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

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NOTICE IS HEREBY GIVEN that the undersigned trustee will on 07/22/2016 10:00 at the following place: At main entrance Skagit County Courthouse 3rd & Kineaid St. Located at 205 W. Kineaid St., Mount Vernon, WA, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County of Pierce, State of Washington: Lot 47, "PLAT OF SKAGIT HIGHLANDS DIVISION 3," as per plat recorded on May 15, 2006 under Auditor's File No. 200605150163, records of Skagit County, Washington. Situate in the City of Mount Vernon, County of Skagit, State of Washington; Tax Parcel ID No.: 4892-000-047-0000; commonly known as: 515 Granite St, Mount Vernon, WA 98273, which is subject to that certain Deed of Trust recorded on 12/11/06, under Auditor's File No. 200612110204, records of Skagit County, Washington, from Michael Jay Cook and Carolyn M. Cook, as Grantor, to Glogowski Law Firm, PLLC, as successor Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. as nominee for US Bank N.S., as Beneficiary. The current holder of the Note is U.S. Bank National Association.

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 or Borrower's default in the obligation secured by the Deed of Trust.

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The default(s) for which this foreclosure is made is/are as follows:

Failure to Make Payments as Follows:

50 Delinquent Payments from 02/01/12 thru 03/30/16

\$57348.08

**\$**458.50

Recoverable Corp. Advances

TOTAL \$57806.55

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite of each such listed default is a brief description of the

action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

ACTION NECESSARY TO CURE

Nonpayment of Taxes/Assessments

Default under any senior lien

Failure to insure property against hazard

Waste

Unauthorized sale of property (Due on sale)

Deliver to Trustee written proof that all taxes and assessments against the property are paid current

Deliver to Trustee written proof that all senior liens are pain current

and that no other defaults exist

Deliver to Trustee written proof that the property is insure against

hazard as required by the Deed of Trust

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust

Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: \$199827.40, together with interest as provided in the note or other instrument secured from 01/01/12, 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 07/22/16. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 07/11/16 to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 07/11/16 the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 07/11/16, and before the sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance paying the entire balance of principle 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

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A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

## NAME AND ADDRESS

Michael Jay Cook and Carolyn M. Cook, Occupants, 1021 S Ferry St. Tacoma, WA 98405, Michael Jay Cook and Carolyn M. Cook, 7605 Ridge Dr, Gladstone, OR 97027 by both first class and either certified mail, return receipt requested, on 09/10/15, proof of which is in the possession of the Trustee; and on 09/10/15 Grantor and Borrower were personally served with said written notice or default or the written notice of default was posted on 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 foreclosure costs and trustee's fees due at any time prior to the safe.

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 right, title and interest in the above-described property.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an exportantly 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.

Χ.

NOTICE TO OCCUPANTS OR TENANTS – The purchaser at the Trustee's Sale is entitled to possession of the property on the 20<sup>th</sup> day following the sale, as against the Grantor under the deed or

trust (the owner) and anyone having an interest junior to the deed of trust including occupants and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings-under the unlawful detainer act, Chapter 59.12 RCW.

DATED: 05/13/2016	<del></del>	By Natrina Chopaul
		Glogowski Law Firm, PLLC
STATE OF WASHINGTON	)	
COUNTY OF SNOHOMISH	) ss.	

On this date, before me personally appeared Katrina E. Glogowski, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument. I certify under penalty of perjury of the State of Washington that the foregoing is true and correct.

Dated: <u>9/13/16</u>

JUSTIN R. HAWTHORNE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 9, 2019

JUST 1 Taution Print Name

Notary Public in and for the State of Washingto

My appointment expires 1209 17019