



201607200007

Skagit County Auditor

\$78.00

7/20/2016 Page

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6 12:05PM

When recorded, mail to:

PEAK FORECLOSURE SERVICES, INC.
5900 Canoga Avenue, Suite 220
Woodland Hills, CA 91367

Trustee's Sale No. WA-RCS-14014807

Loan No. 0539115185

NOTICE OF TRUSTEE'S SALE

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

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee, **PEAK FORECLOSURE SERVICES OF WASHINGTON, INC.**, will on **December 2, 2016**, at the hour of **10:00 AM**, at **THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE BLDG, 3RD & KINCAID, MT. 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, to-wit:

SEC 12, TNSP 35, R 10, PTN SE SE; & SEC 13 TNSP 35, R 10 PTN, IN SKAGIT COUNTY, WA.

SEE THE ATTACHED EXHIBIT "A" FOR FULL LEGAL DESCRIPTION

Tax Parcel No: 351013-0-006-0014, commonly known as 59830 STATE ROUTE 20 , MARBLEMOUNT, WA.

The Property is subject to that certain Deed of Trust dated 8/11/2006, recorded 8/23/2006 , under Auditor's/Recorder's No. 200608230066, records of SKAGIT County, Washington, from JEFFREY L MARKEN, A MARRIED MAN, AS HIS SEPARATE ESTATE, as Grantor, to CHICAGO TITLE INSURANCE COMPANY, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GOLF SAVINGS BANK, as Beneficiary, the beneficial interest in which is presently held by THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-J8, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-J8.

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:

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 12/1/2010, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

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 | Deliver to Trustee written proof that all taxes and assessments against the property are paid current |
| Default under any senior lien | Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist |
| Failure to insure property against hazard | Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust |
| Waste | Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust |
| Unauthorized sale of property (Due on sale) | Revert title to permitted vestee |

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

| | |
|---|---------------|
| Delinquent Payments from December 01, 2010 | |
| 41 payments at \$ 3,123.61 each | \$ 128,068.01 |
| 11 payments at \$ 3,278.95 each | \$ 36,068.45 |
| 12 payments at \$ 3,071.60 each | \$ 36,859.20 |
| 4 payments at \$ 3,468.93 each (12-01-10 through 07-18-16) | \$ 13,875.72 |
| Late Charges | \$ 698.55 |
| Legal Fee Balance | \$ 2,350.00 |
| Other Fees Balance | \$ 3,205.00 |
| Trustee Fee | \$ 1,275.00 |
| Auctioneer | \$ 75.00 |
| Certified Mailing Cost | \$ 159.82 |
| MISC COSTS | \$ 354.00 |
| Posting Cost | \$ 150.00 |
| Postponement Cost | \$ 300.00 |
| Publication Cost | \$ 912.64 |
| Recording Cost | \$ 92.00 |
| TSG Guarantee Policy | \$ 1,144.00 |
| | ===== |
| Amount to reinstate on or before 07/18/16 | \$ 225,587.59 |

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$397,348.35, 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. The sale will be made without warranty, express or implied regarding title, possession, or encumbrances on December 2, 2016. The default(s) referred to in paragraph III must be cured by November 21, 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 November 21, 2016, (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 November 21, 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 addresses:

JEFFREY L MARKEN, 59830 SR 20, MARBLEMOUNT, WA, 98267
RESIDENT, 59830 SR 20, MARBLEMOUNT, WA, 98267

by both first class and certified mail on 01/14/2015, proof of which is in the possession of the Trustee; and on 1/14/2015, 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 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 access your situation and refer you to mediation if you 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 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: www.wshfc.org

- The United States Department of Housing and Urban Development:

Telephone: 1-800-569-4287 Web site: www.hud.gov

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

Telephone: 1-800-606-4819 Web site: www.ocla.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 and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.

Sale Information Line: 714-730-2727 or Website: <http://www.lpsasap.com>

DATED: 7/18/16

**PEAK FORECLOSURE SERVICES OF WASHINGTON, INC.,
AS TRUSTEE
IBM Building, 1200 Fifth Avenue, Suite 1217
Seattle, WA 98101**

By *Lilian Solano*
Lilian Solano, Trustee Sale Officer

Address for Service of Process:
Peak Foreclosure Services of
Washington, Inc.
IBM Building
1200 Fifth Avenue, Suite 1217
Seattle, WA 98101
(206) 340-2008

Address for Account Inquiries:
Peak Foreclosure Services, Inc.
5900 Canoga Avenue, Suite 220
Woodland Hills, CA 91367
(818) 591-9237

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)

COUNTY OF Los Angeles)

On 7/18/16, before me, Kelli J. Espinoza, Notary Public personally appeared Lilian Solano, 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 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.

Kelli J. Espinoza
NOTARY PUBLIC



EXHIBIT A

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY OF STATE HIGHWAY 17-A;

EXCEPT THE WEST 200 FEET THEREOF, MEASURED ALONG SAID HIGHWAY.

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, WHICH LIES BETWEEN THE SOUTHERLY EXTENSIONS OF THE WEST AND EAST BOUNDARIES OF THE FOLLOWING DESCRIPTION:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY OF STATE HIGHWAY 17-A;

EXCEPT THE WEST 200 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, MEASURED ALONG SAID HIGHWAY;

EXCEPT FROM THE ABOVE GOVERNMENT LOT 1 IN SECTION 13, THAT PORTION, IF ANY, LYING EAST OF THE WEST BOUNDARY OF THAT PARCEL CONVEYED BY DEED RECORDED ON NOVEMBER 24, 1943 UNDER AUDITOR'S FILE NO. 367380, RECORDS OF SKAGIT COUNTY, WASHINGTON;

AND EXCEPT FROM THE ABOVE GOVERNMENT LOT 1 IN SECTION 13, THAT PORTION, IF ANY, LYING WEST OF THE EAST BOUNDARY OF THAT PARCEL CONVEYED BY DEED RECORDED ON DECEMBER 13, 1943 UNDER AUDITOR'S FILE NO. 367816, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALL SITUATED IN SKAGIT COUNTY, WASHINGTON.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.

SEC 12, TNSP 35, R 10, PTN SE SE; & SEC 13 TNSP 35 R 10 PTN