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11/04/2021 02:28 PM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

Filed for Record at Request of:

Law Offices of Gregory E. Thulin, P.S.
2200 Rimland Drive, Suite 115
Bellingham, WA 98226-6643

Grantor:	Michael Rohlf & Rachel Rohlf, h/w
Current Beneficiary of Deed of Trust:	Edward Clark
Current Trustee of Deed of Trust:	Gregory E. Thulin
Current Mortgage Servicer of DT:	Evergreen Note Servicing
Reference Number of Deed of Trust:	201910010020
Abbreviated Legal Description:	Ptns SW NE, Sec 17-35-6E, WM and Lot 1, Blk E, Town of Lyman, W.T. Complete legal on P 6 (Exh "A")
Tax Parcel Numbers:	P41453 – 350617-0-119-0002 P41353 – 350617-0-038-0000 P74539 – 4131-003-001-0007

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on **February 18, 2022**, at the hour of 10:00 a.m., in the lobby of the Skagit County Courthouse, 205 W. Kincaid, Mount Vernon, Skagit County, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property situated in Skagit County, State of Washington, to-wit:

Legal description attached hereto as Exhibit "A"

Street address: 31578 E. Second Street
Lyman WA 98263

The above-described property is subject to that certain Deed of Trust dated September 27, 2019, recorded on October 1, 2019, under Auditor's File No. 201910010020, records of Skagit County, Washington, from Michael Rohlf and Rachel Rohlf, a married couple, as Grantor, to Chicago Title Company of Washington, as Trustee, to Edward Clark, as Beneficiary.

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 defaults for which this foreclosure is made are as follows:

- A. Defaults Other Than Payment of Money:** delinquent 2nd half 2021 real property taxes on Parcel P74539; provide proof of homeowner's insurance on property.
- B. Failure to pay when due the following amounts, which are now in arrears:**

9 payments @ \$1,000 each – March 1, 2021 thru Nov. 1, 2021	\$ 9,000.00
10 late charges @ \$20 each – from Feb. 6, 2021	\$ 200.00
Default interest from Mar. 2, 2021 (\$50.8388 p/diem)	<u>\$ 12,455.51</u>
	\$ 21,655.51

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$142,739.60, together with interest as provided in the Note or other instrument secured from September 27, 2019, 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 February 18, 2022. The defaults referred to in paragraph III must be cured by February 7, 2022 (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 7, 2022 (11 days before the sale date), the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after February 7, 2022 (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 balance 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 by curing all other defaults.

VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor or to the Grantor's successor in interest at the following address:

Michael Rohlf
31578 East Second Street
Lyman, WA 98263

Rachel Rohlf
31578 East Second Street
Lyman, WA 98263

by both first class and certified mail on July 15, 2021, proof of which is in the possession of the Trustee; and the written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above on July 15, 2021, and the Trustee has in his possession proof of such service or posting.

VII.

The Trustee whose name and address is 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 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 and 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 you are a servicemember or a dependent of a servicemember, you may be entitled to certain protections under the federal Servicemember Civil Relief Act and any comparable state laws regarding the risk of foreclosure. If you believe you may be entitled to these protections, please contact our office immediately.

XI.

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only **20 DAYS** from the recording date of 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 number: Housing Finance Commission: 1-800-767-4663
Department of Financial Institutions: 1-877-894-4663

Websites: <http://www.wshfc.org/>

<https://www.dfi.wa.gov/consumers/homeownership/foreclosure>

The United States Department of Housing and Urban Development:

Telephone number: 1-800-225-5342

Website: https://www.hud.gov/topics/avoiding_foreclosure

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

Telephone number: 1-360-704-4135

Website: <https://www.ocla.wa.gov>

DATED: November 2, 2021.



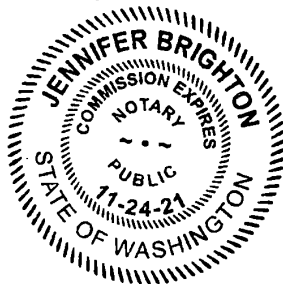
Gregory E. Thulin, Successor Trustee

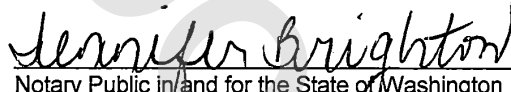
Law Offices of Gregory E. Thulin, P.S.
2200 Rimland Drive, Suite 115
Bellingham, WA 98226-6643
360-714-8599 / greg@thulinlaw.com

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me Gregory E. Thulin, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of November, 2021.





Notary Public in and for the State of Washington
Print name: Jennifer Brighton
My commission expires: 11-24-21

EXHIBIT "A"

PARCEL "A"

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point 50 feet East of the Northeast corner of Block E, "THE TOWN OF LYMAN, W.T.," as per plat recorded in Volume 1 of Plats, page 8, records of Skagit County, Washington;
thence East 150 feet;
thence South 100 feet;
thence West 150 feet on a line parallel with the North line of said Block E;
thence North 100 feet to the point of beginning.

TOGETHER WITH the vacated South 20 feet of Second Street adjacent to the North line thereof, which upon vacation reverted to said premises by operation of law.

Situate in the Town of Lyman, County of Skagit, State of Washington.

PARCEL "B"

Lot 1, Block E, "THE TOWN OF LYMAN, W.T.," as per plat recorded in Volume 1 of Plats, page 8, records of Skagit County, Washington, EXCEPT the South 20 feet thereof.

Situate in the Town of Lyman, County of Skagit, State of Washington.

PARCEL "C"

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northwest corner of Lot 1, Block E, "THE TOWN OF LYMAN, W.T.,"
thence North 20 feet;
thence East parallel with the North line of said Lot 100 feet;
thence South parallel with the East line of said Lot 100 feet to the Easterly projection of the North line of the South 20 feet of said Lot 1;
thence West 50 feet to the Northeast corner of said South 20 feet of said lot;
thence North along the East line of said lot to its Northeast corner;
thence West 50 feet to the point of beginning,

EXCEPT any portion thereof lying within boundaries of existing streets.

Situate in the Town of Lyman, County of Skagit, State of Washington.