

WHEN RECORDED MAIL TO:

**David D. Shaw
Shaw Law Group
C/O Carl J. Marquardt
1126 34th Ave., Ste 311
Seattle, WA 98122**

NOTICE OF TRUSTEE'S SALE

Grantor: Eric M. Smith & Jennifer A. Smith
Current Beneficiary of the Deed of Trust: Colville Tribal Credit Corporation
Current Trustee of the Deed of Trust: David D. Shaw, P.C. dba Shaw Law Group
Current Mortgage Servicer of the Deed of Trust: Colville Tribal Credit Corporation (or N/A)
Reference Number of the Deed of Trust: AFN 2375705
Parcel Number: 21 20 03 -220 080

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 14th day of March, 2025, at the hour of 9:00 A.M. at the Chelan County Superior Court Courthouse, 401 Washington St., Wenatchee WA 98801, in the City of Wenatchee, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Chelan, State of Washington, to-wit:

LOT 1, SHORT PLAT #586-A, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK SP-15 OF SHORT PLATS. PAGE 105, CHELAN COUNTY, WASHINGTON

The Real Property or its address is commonly known as 855 Renn Ln., Wenatchee, WA 98801.

Abbreviated legal description
Lot 1, Short Plat #586-A, Chelan County, WA

The Real Property tax identification number is 21 20 03 -220 080.

which is subject to that certain Deed of Trust dated January 18, 2013 recorded in Chelan County, at the Recording Division of the Chelan County Auditor's Office on the 24th day of January 2013, under Recorder's No. AFN 2375705 from Eric M. Smith and Jennifer A. Smith, as Grantor, to Central Washington Title Service, Inc as Trustee, to secure an obligation in favor of Colville Tribal Credit, as Beneficiary, and subject to a Resignation and Appointment of Successor

Trustee recorded under Auditor's File No. 2486487 on October 18, 2018 naming David D. Shaw P.C. dba Shaw Law Group as Successor Trustee.

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 made is/are as follows:

Failing to make payment of principal and interest due and owing on the 18th of each month from November 18, 2023 through September 2024, and for failing to pay required taxes on the secured property, and for failing to pay collateral insurance on the secured property, and for failing to pay Colville Tribal Credit's fees and costs associated with collection and protection of its collateral as set forth below:

	<u>Amount due as of</u> <u>October 1, 2024</u>
1. Delinquent payments from November 18, 2023, in the amount of \$476.99/month (less partial payment of \$105.34)	\$5,142.55
2. Recording & title fees	\$772.34
3. Service & posting of Notice of Sale	\$113.50
4. Property taxes	\$2,989.01
5. Trustees' or Attorneys' Fees	\$1,350.00
6. Collateral insurance	\$547.06
7. Postage/Copying Expenses	<u>\$40.54</u>
TOTAL:	\$10,955.00

IV.

The sum owing on the obligation secured by the Deed of Trust is: \$10,955.00 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. **THESE OTHER COSTS AND FEES INCLUDE ALL MISSED PAYMENTS, AND NEW TRUSTEE COSTS AND FEES, AND NEW PUBLICATION AND SERVICE COSTS RELATING TO HAVING THE SALE CONTINUED FROM JANUARY 10, 2025 TO MARCH 14, 2025.**

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 the **14th day of March, 2025**. The default(s) referred to in paragraph III must be cured by the **31st day of December, 2024** (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 the 31st day of December, 2024 (11 days before the sale date), if 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 any time after the 31st day of December, 2024 (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:

Eric M. Smith and Jennifer A. Smith
855 Renn Lane
Wenatchee, WA 98801

by both first-class and certified mail on the 12th day of August 2024, 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 or otherwise personally serviced on the Grantor on August 17, 2024, 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 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 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.

Dated: February 25, 2024

David D. Shaw, as Trustee

SHAW LAW GROUP
C/O Carl J. Marquardt
1126 34th Avenue, Suite 311
Seattle, WA 98122-5139
Tel. 206-388-4498

ACKNOWLEDGEMENT

State of Oregon)
) ss.
County of Multnomah)

I certify that I know or have satisfactory evidence that David D. Shaw is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the president of David D. Shaw P.C., dba Shaw Law Group, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC in and for the
State of Oregon, residing at _____
My commission expires _____

