
SENATE BILL 6694

State of Washington

61st Legislature

2010 Regular Session

By Senators Gordon, Kline, and Fairley

Read first time 01/21/10. Referred to Committee on Financial Institutions, Housing & Insurance.

1 AN ACT Relating to the foreclosure of residential real property;
2 amending RCW 61.24.030, 61.24.031, and 61.24.040; and repealing 2009 c
3 292 s 13 (uncodified).

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 61.24.030 and 2009 c 292 s 8 are each amended to read
6 as follows:

7 It shall be requisite to a trustee's sale:

8 (1) That the deed of trust contains a power of sale;

9 (2) That the deed of trust contains a statement that the real
10 property conveyed is not used principally for agricultural purposes;
11 provided, if the statement is false on the date the deed of trust was
12 granted or amended to include that statement, and false on the date of
13 the trustee's sale, then the deed of trust must be foreclosed
14 judicially. Real property is used for agricultural purposes if it is
15 used in an operation that produces crops, livestock, or aquatic goods;

16 (3) That a default has occurred in the obligation secured or a
17 covenant of the grantor, which by the terms of the deed of trust makes
18 operative the power to sell;

1 (4) That no action commenced by the beneficiary of the deed of
2 trust is now pending to seek satisfaction of an obligation secured by
3 the deed of trust in any court by reason of the grantor's default on
4 the obligation secured: PROVIDED, That (a) the seeking of the
5 appointment of a receiver shall not constitute an action for purposes
6 of this chapter; and (b) if a receiver is appointed, the grantor shall
7 be entitled to any rents or profits derived from property subject to a
8 homestead as defined in RCW 6.13.010. If the deed of trust was granted
9 to secure a commercial loan, this subsection shall not apply to actions
10 brought to enforce any other lien or security interest granted to
11 secure the obligation secured by the deed of trust being foreclosed;

12 (5) That the deed of trust has been recorded in each county in
13 which the land or some part thereof is situated;

14 (6) That prior to the date of the notice of trustee's sale and
15 continuing thereafter through the date of the trustee's sale, the
16 trustee must maintain a street address in this state where personal
17 service of process may be made, and the trustee must maintain a
18 physical presence and have telephone service at such address;

19 (7)(a) That, for residential real property, before the notice of
20 trustee's sale is recorded, transmitted, or served, the trustee shall
21 have proof that the beneficiary is the owner of any promissory note or
22 other obligation secured by the deed of trust. A declaration by the
23 beneficiary made under the penalty of perjury stating that the
24 beneficiary is the actual holder of the promissory note or other
25 obligation secured by the deed of trust shall be sufficient proof as
26 required under this subsection.

27 (b) Unless the trustee has violated his or her duty under RCW
28 61.24.010(4), the trustee is entitled to rely on the beneficiary's
29 declaration as evidence of proof required under this subsection.

30 (c) This subsection (7) does not apply to association beneficiaries
31 subject to chapter 64.32, 64.34, or 64.38 RCW; (~~and~~)

32 (8) That at least thirty days before notice of sale shall be
33 recorded, transmitted or served, written notice of default shall be
34 transmitted by the beneficiary or trustee to the borrower and grantor
35 at their last known addresses by both first-class and either registered
36 or certified mail, return receipt requested, and the beneficiary or
37 trustee shall cause to be posted in a conspicuous place on the

1 premises, a copy of the notice, or personally served on the borrower
2 and grantor. This notice shall contain the following information:

3 (a) A description of the property which is then subject to the deed
4 of trust;

5 (b) A statement identifying each county in which the deed of trust
6 is recorded and the document number given to the deed of trust upon
7 recording by each county auditor or recording officer;

8 (c) A statement that the beneficiary has declared the borrower or
9 grantor to be in default, and a concise statement of the default
10 alleged;

11 (d) An itemized account of the amount or amounts in arrears if the
12 default alleged is failure to make payments;

13 (e) An itemized account of all other specific charges, costs, or
14 fees that the borrower, grantor, or any guarantor is or may be obliged
15 to pay to reinstate the deed of trust before the recording of the
16 notice of sale;

17 (f) A statement showing the total of (d) and (e) of this
18 subsection, designated clearly and conspicuously as the amount
19 necessary to reinstate the note and deed of trust before the recording
20 of the notice of sale;

21 (g) A statement that failure to cure the alleged default within
22 thirty days of the date of mailing of the notice, or if personally
23 served, within thirty days of the date of personal service thereof, may
24 lead to recordation, transmittal, and publication of a notice of sale,
25 and that the property described in (a) of this subsection may be sold
26 at public auction at a date no less than one hundred twenty days in the
27 future;

28 (h) A statement that the effect of the recordation, transmittal,
29 and publication of a notice of sale will be to (i) increase the costs
30 and fees and (ii) publicize the default and advertise the grantor's
31 property for sale;

32 (i) A statement that the effect of the sale of the grantor's
33 property by the trustee will be to deprive the grantor of all their
34 interest in the property described in (a) of this subsection;

35 (j) A statement that the borrower, grantor, and any guarantor has
36 recourse to the courts pursuant to RCW 61.24.130 to contest the alleged
37 default on any proper ground;

1 (k) The following statement: You have the right to a postponement
2 of a foreclosure sale if you are receiving unemployment compensation.
3 If you are receiving unemployment payments from the state of Washington
4 under chapter 50.12 RCW, you should notify the beneficiary or its
5 authorized agent in writing of the date you filed for unemployment
6 benefits;

7 (1) In the event the property secured by the deed of trust is
8 owner-occupied residential real property, a statement, prominently set
9 out at the beginning of the notice, which shall state as follows:

10 "You should take care to protect your interest in your home. This
11 notice of default (your failure to pay) is the first step in a process
12 that could result in you losing your home. You should carefully review
13 your options. For example:

14 Can you pay and stop the foreclosure process?

15 Do you dispute the failure to pay?

16 Can you sell your property to preserve your equity?

17 Are you able to refinance this loan or obligation with a new loan
18 or obligation from another lender with payments, terms, and fees that
19 are more affordable?

20 Do you qualify for any government or private homeowner assistance
21 programs?

22 Do you know if filing for bankruptcy is an option? What are the
23 pros and cons of doing so?

24 Do not ignore this notice; because if you do nothing, you could
25 lose your home at a foreclosure sale. (No foreclosure sale can be held
26 any sooner than ninety days after a notice of sale is issued and a
27 notice of sale cannot be issued until thirty days after this notice.)
28 Also, if you do nothing to pay what you owe, be careful of people who
29 claim they can help you. There are many individuals and businesses
30 that watch for the notices of sale in order to unfairly profit as a
31 result of borrowers' distress.

32 You may feel you need help understanding what to do. There are a
33 number of professional resources available, including home loan
34 counselors and attorneys, who may assist you. Many legal services are
35 lower-cost or even free, depending on your ability to pay. If you
36 desire legal help in understanding your options or handling this
37 default, you may obtain a referral (at no charge) by contacting the
38 county bar association in the county where your home is located. These

1 legal referral services also provide information about lower-cost or
2 free legal services for those who qualify. You may contact the
3 Department of Financial Institutions or the statewide civil legal aid
4 hotline for possible assistance or referrals; and

5 ~~((1))~~ (m) In the event the property secured by the deed of trust
6 is residential real property, the name and address of the owner of any
7 promissory notes or other obligations secured by the deed of trust and
8 the name, address, and telephone number of a party acting as a servicer
9 of the obligations secured by the deed of trust~~((-))~~"; and

10 (9) That when the security for the deed of trust is owner-occupied
11 property and the beneficiary or its authorized agent has received a
12 notice from the borrower under subsection (8)(k) of this section that
13 the borrower is receiving unemployment compensation, the beneficiary or
14 its authorized agent must inform the trustee and the trustee cannot
15 proceed with a nonjudicial or judicial foreclosure sale under this
16 chapter until one year from the date that the borrower commenced
17 receiving unemployment compensation. A sale made in violation of this
18 subsection is void.

19 **Sec. 2.** RCW 61.24.031 and 2009 c 292 s 2 are each amended to read
20 as follows:

21 (1)(a) A trustee, beneficiary, or authorized agent may not issue a
22 notice of default under RCW 61.24.030(8) until thirty days after
23 initial contact with the borrower is made as required under (b) of this
24 subsection or thirty days after satisfying the due diligence
25 requirements as described in subsection (5) of this section.

26 (b) A beneficiary or authorized agent shall contact the borrower by
27 letter and by telephone in order to assess the borrower's financial
28 ability to pay the debt secured by the deed of trust and explore
29 options for the borrower to avoid foreclosure. The letter required
30 under this subsection must be mailed in accordance with subsection
31 (5)(a) of this section and must include the information described in
32 subsection (5)(a) and (e)(i) through (iv) of this section.

33 (c) During the initial contact, the beneficiary or authorized agent
34 shall advise the borrower that he or she has the right to request a
35 subsequent meeting and, if requested, the beneficiary or authorized
36 agent shall schedule the meeting to occur within fourteen days of the
37 request. The assessment of the borrower's financial ability to repay

1 the debt and a discussion of options may occur during the initial
2 contact or at a subsequent meeting scheduled for that purpose. At the
3 initial contact, the borrower must be provided the toll-free telephone
4 number made available by the department to find a department-certified
5 housing counseling agency and the toll-free numbers for the department
6 of financial institutions and the statewide civil legal aid hotline for
7 possible assistance and referrals.

8 (d) Any meeting under this section may occur telephonically.

9 (2) A notice of default issued under RCW 61.24.030(8) must include
10 a declaration, as provided in subsection (9) of this section, from the
11 beneficiary or authorized agent that it has contacted the borrower as
12 provided in subsection (1)(b) of this section, it has tried with due
13 diligence to contact the borrower under subsection (5) of this section,
14 or the borrower has surrendered the property to the trustee,
15 beneficiary, or authorized agent. Unless the trustee has violated his
16 or her duty under RCW 61.24.010(4), the trustee is entitled to rely on
17 the declaration as evidence that the requirements of this section have
18 been satisfied, and the trustee is not liable for the beneficiary's or
19 its authorized agent's failure to comply with the requirements of this
20 section.

21 (3) A beneficiary's or authorized agent's loss mitigation personnel
22 may participate by telephone during any contact required under this
23 section.

24 (4) Within fourteen days after the initial contact under subsection
25 (1) of this section, if a borrower has designated a department-
26 certified housing counseling agency, attorney, or other advisor to
27 discuss with the beneficiary or authorized agent, on the borrower's
28 behalf, options for the borrower to avoid foreclosure, the borrower
29 shall inform the beneficiary or authorized agent and provide the
30 contact information. The beneficiary or authorized agent shall contact
31 the designated representative for the borrower for the discussion
32 within fourteen days after the representative is designated by the
33 borrower. Any deed of trust modification or workout plan offered at
34 the meeting with the borrower's designated representative by the
35 beneficiary or authorized agent is subject to approval by the borrower.

36 (5) A notice of default may be issued under RCW 61.24.030(8) if a
37 beneficiary or authorized agent has not contacted a borrower as

1 required under subsection (1)(b) of this section and the failure to
2 contact the borrower occurred despite the due diligence of the
3 beneficiary or authorized agent. Due diligence requires the following:

4 (a) A beneficiary or authorized agent shall first attempt to
5 contact a borrower by sending a first-class letter to the address in
6 the beneficiary's records for sending account statements to the
7 borrower and to the address of the property encumbered by the deed of
8 trust. The letter must include the toll-free telephone number made
9 available by the department to find a department-certified housing
10 counseling agency, and the following information:

11 "You may contact the Department of Financial Institutions, the
12 Washington State Bar Association, or the statewide civil legal aid
13 hotline for possible assistance or referrals."

14 (b)(i) After the letter has been sent, the beneficiary or
15 authorized agent shall attempt to contact the borrower by telephone at
16 least three times at different hours and on different days. Telephone
17 calls must be made to the primary and secondary telephone numbers on
18 file with the beneficiary or authorized agent.

19 (ii) A beneficiary or authorized agent may attempt to contact a
20 borrower using an automated system to dial borrowers if the telephone
21 call, when answered, is connected to a live representative of the
22 beneficiary or authorized agent.

23 (iii) A beneficiary or authorized agent satisfies the telephone
24 contact requirements of this subsection (5)(b) if the beneficiary or
25 authorized agent determines, after attempting contact under this
26 subsection (5)(b), that the borrower's primary telephone number and
27 secondary telephone number or numbers on file, if any, have been
28 disconnected or are not good contact numbers for the borrower.

29 (c) If the borrower does not respond within fourteen days after the
30 telephone call requirements of (b) of this subsection have been
31 satisfied, the beneficiary or authorized agent shall send a certified
32 letter, with return receipt requested, to the borrower at the address
33 in the beneficiary's records for sending account statements to the
34 borrower and to the address of the property encumbered by the deed of
35 trust. The letter must include the information described in (e)(i)
36 through (iv) of this subsection.

37 (d) The beneficiary or authorized agent shall provide a means for
38 the borrower to contact the beneficiary or authorized agent in a timely

1 manner, including a toll-free telephone number or charge-free
2 equivalent that will provide access to a live representative during
3 business hours.

4 (e) The beneficiary or authorized agent shall post a link on the
5 home page of the beneficiary's or authorized agent's internet web site,
6 if any, to the following information:

7 (i) Options that may be available to borrowers who are unable to
8 afford their mortgage payments and who wish to avoid foreclosure, and
9 instructions to borrowers advising them on steps to take to explore
10 those options;

11 (ii) A list of financial documents borrowers should collect and be
12 prepared to present to the beneficiary or authorized agent when
13 discussing options for avoiding foreclosure;

14 (iii) A toll-free telephone number or charge-free equivalent for
15 borrowers who wish to discuss options for avoiding foreclosure with
16 their beneficiary or authorized agent; and

17 (iv) The toll-free telephone number or charge-free equivalent made
18 available by the department to find a department-certified housing
19 counseling agency.

20 (6) Subsections (1) and (5) of this section do not apply if any of
21 the following occurs:

22 (a) The borrower has surrendered the property as evidenced by
23 either a letter confirming the surrender or delivery of the keys to the
24 property to the trustee, beneficiary, or authorized agent; or

25 (b) The borrower has filed for bankruptcy, and the bankruptcy stay
26 remains in place, or the borrower has filed for bankruptcy and the
27 bankruptcy court has granted relief from the bankruptcy stay allowing
28 enforcement of the deed of trust.

29 (7)(a) This section applies only to deeds of trust (~~made from~~
30 ~~January 1, 2003, to December 31, 2007, inclusive,~~) that are recorded
31 against owner-occupied residential real property. This section does
32 not apply to deeds of trust: (i) Securing a commercial loan; (ii)
33 securing obligations of a grantor who is not the borrower or a
34 guarantor; or (iii) securing a purchaser's obligations under a seller-
35 financed sale.

36 (b) This section does not apply to association beneficiaries
37 subject to chapter 64.32, 64.34, or 64.38 RCW.

38 (8) As used in this section:

1 (a) "Department" means the United States department of housing and
2 urban development.

3 (b) "Seller-financed sale" means a residential real property
4 transaction where the seller finances all or part of the purchase
5 price, and that financed amount is secured by a deed of trust against
6 the subject residential real property.

7 (9) The form of declaration to be provided by the beneficiary or
8 authorized agent as required under subsection (2) of this section must
9 be in substantially the following form:

10 **"FORECLOSURE LOSS MITIGATION FORM**

11 **Please select applicable option(s) below.**

12 The undersigned beneficiary or authorized agent for the beneficiary
13 hereby represents and declares under the penalty of perjury that [check
14 the applicable box and fill in any blanks so that the trustee can
15 insert, on the beneficiary's behalf, the applicable declaration in the
16 notice of default required under chapter 61.24 RCW]:

17 (1) [] The beneficiary or beneficiary's authorized agent has
18 contacted the borrower under, and has complied with, RCW 61.24.031
19 (contact provision to "assess the borrower's financial ability to pay
20 the debt secured by the deed of trust and explore options for the
21 borrower to avoid foreclosure").

22 (2) [] The beneficiary or beneficiary's authorized agent has
23 exercised due diligence to contact the borrower as required in RCW
24 61.24.031(5) and, after waiting fourteen days after the requirements in
25 RCW 61.24.031 were satisfied, the beneficiary or the beneficiary's
26 authorized agent sent to the borrower(s), by certified mail, return
27 receipt requested, the letter required under RCW 61.24.031.

28 (3) [] The borrower has surrendered the secured property as
29 evidenced by either a letter confirming the surrender or by delivery of
30 the keys to the secured property to the beneficiary, the beneficiary's
31 authorized agent or to the trustee.

32 (4) [] Under RCW 61.24.031, the beneficiary or the beneficiary's
33 authorized agent has verified information that, on or before the date
34 of this declaration, the borrower(s) has filed for bankruptcy, and the
35 bankruptcy stay remains in place, or the borrower has filed for
36 bankruptcy and the bankruptcy court has granted relief from the
37 bankruptcy stay allowing the enforcement of the deed of trust."

1 **Sec. 3.** RCW 61.24.040 and 2009 c 292 s 9 are each amended to read
2 as follows:

3 A deed of trust foreclosed under this chapter shall be foreclosed
4 as follows:

5 (1) At least ninety days before the sale, the trustee shall:

6 (a) Record a notice in the form described in (f) of this subsection
7 in the office of the auditor in each county in which the deed of trust
8 is recorded and pay a recording fee of twenty-five dollars which shall
9 be remitted to the department of financial institutions to be used
10 under RCW 43.320.150 for homeownership prepurchase outreach and
11 education and postpurchase counseling and support;

12 (b) To the extent the trustee elects to foreclose its lien or
13 interest, or the beneficiary elects to preserve its right to seek a
14 deficiency judgment against a borrower or grantor under RCW
15 61.24.100(3)(a), and if their addresses are stated in a recorded
16 instrument evidencing their interest, lien, or claim of lien, or an
17 amendment thereto, or are otherwise known to the trustee, cause a copy
18 of the notice of sale described in (f) of this subsection to be
19 transmitted by both first-class and either certified or registered
20 mail, return receipt requested, to the following persons or their legal
21 representatives, if any, at such address:

22 (i) The borrower and grantor;

23 (ii) The beneficiary of any deed of trust or mortgagee of any
24 mortgage, or any person who has a lien or claim of lien against the
25 property, that was recorded subsequent to the recordation of the deed
26 of trust being foreclosed and before the recordation of the notice of
27 sale;

28 (iii) The vendee in any real estate contract, the lessee in any
29 lease, or the holder of any conveyances of any interest or estate in
30 any portion or all of the property described in such notice, if that
31 contract, lease, or conveyance of such interest or estate, or a
32 memorandum or other notice thereof, was recorded after the recordation
33 of the deed of trust being foreclosed and before the recordation of the
34 notice of sale;

35 (iv) The last holder of record of any other lien against or
36 interest in the property that is subject to a subordination to the deed
37 of trust being foreclosed that was recorded before the recordation of
38 the notice of sale;

1 (v) The last holder of record of the lien of any judgment
2 subordinate to the deed of trust being foreclosed; and

3 (vi) The occupants of property consisting solely of a single-family
4 residence, or a condominium, cooperative, or other dwelling unit in a
5 multiplex or other building containing fewer than five residential
6 units, whether or not the occupant's rental agreement is recorded,
7 which notice may be a single notice addressed to "occupants" for each
8 unit known to the trustee or beneficiary;

9 (c) Cause a copy of the notice of sale described in (f) of this
10 subsection to be transmitted by both first-class and either certified
11 or registered mail, return receipt requested, to the plaintiff or the
12 plaintiff's attorney of record, in any court action to foreclose a lien
13 or other encumbrance on all or any part of the property, provided a
14 court action is pending and a lis pendens in connection therewith is
15 recorded in the office of the auditor of any county in which all or
16 part of the property is located on the date the notice is recorded;

17 (d) Cause a copy of the notice of sale described in (f) of this
18 subsection to be transmitted by both first-class and either certified
19 or registered mail, return receipt requested, to any person who has
20 recorded a request for notice in accordance with RCW 61.24.045, at the
21 address specified in such person's most recently recorded request for
22 notice;

23 (e) Cause a copy of the notice of sale described in (f) of this
24 subsection to be posted in a conspicuous place on the property, or in
25 lieu of posting, cause a copy of said notice to be served upon any
26 occupant of the property;

27 (f) The notice shall be in substantially the following form:

28 NOTICE OF TRUSTEE'S SALE

29 I.

30 NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the
31 day of,, at the hour of o'clock M. at
32 [street
33 address and location if inside a building] in the City of,
34 State of Washington, sell at public auction to the highest and best
35 bidder, payable at the time of sale, the following described real
36 property, situated in the County(ies) of, State of
37 Washington, to-wit:

1 [If any personal property is to be included in the trustee's
2 sale, include a description that reasonably identifies such
3 personal property]

4 which is subject to that certain Deed of Trust dated ,
5 , recorded , , under Auditor's File No. ,
6 records of County, Washington, from , as
7 Grantor, to , as Trustee, to secure an obligation in
8 favor of , as Beneficiary, the beneficial interest in
9 which was assigned by , under an Assignment recorded
10 under Auditor's File No. [Include recording information for
11 all counties if the Deed of Trust is recorded in more than one county.]

12 II.

13 No action commenced by the Beneficiary of the Deed of Trust is now
14 pending to seek satisfaction of the obligation in any Court by reason
15 of the Borrower's or Grantor's default on the obligation secured by the
16 Deed of Trust.

17 [If there is another action pending to foreclose other security
18 for all or part of the same debt, qualify the statement and
19 identify the action.]

20 III.

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

22 [If default is for other than payment of money, set forth the
23 particulars]

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

25 IV.

26 The sum owing on the obligation secured by the Deed of Trust is:
27 Principal \$, together with interest as provided in the note
28 or other instrument secured from the day of , ,
29 and such other costs and fees as are due under the note or other
30 instrument secured, and as are provided by statute.

31 V.

32 The above-described real property will be sold to satisfy the expense
33 of sale and the obligation secured by the Deed of Trust as provided by
34 statute. The sale will be made without warranty, express or implied,

1 regarding title, possession, or encumbrances on the day of
2, The default(s) referred to in paragraph III must be
3 cured by the day of, (11 days before the sale
4 date), to cause a discontinuance of the sale. The sale will be
5 discontinued and terminated if at any time on or before the day
6 of,, (11 days before the sale date), the default(s)
7 as set forth in paragraph III is/are cured and the Trustee's fees and
8 costs are paid. The sale may be terminated any time after the
9 day of, (11 days before the sale date), and before
10 the sale by the Borrower, Grantor, any Guarantor, or the holder of any
11 recorded junior lien or encumbrance paying the entire principal and
12 interest secured by the Deed of Trust, plus costs, fees, and advances,
13 if any, made pursuant to the terms of the obligation and/or Deed of
14 Trust, and curing all other defaults.

15 VI.

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

18
19
20

21 by both first-class and certified mail on the day of
22,, proof of which is in the possession of the Trustee;
23 and the Borrower and Grantor were personally served on the day
24 of,, with said written notice of default or the
25 written notice of default was posted in a conspicuous place on the real
26 property described in paragraph I above, and the Trustee has possession
27 of proof of such service or posting.

28 VII.

29 The Trustee whose name and address are set forth below will provide in
30 writing to anyone requesting it, a statement of all costs and fees due
31 at any time prior to the sale.

32 VIII.

33 The effect of the sale will be to deprive the Grantor and all those who

1 hold by, through or under the Grantor of all their interest in the
2 above-described property.

3 IX.

4 Anyone having any objection to the sale on any grounds whatsoever will
5 be afforded an opportunity to be heard as to those objections if they
6 bring a lawsuit to restrain the sale pursuant to RCW 61.24.130.
7 Failure to bring such a lawsuit may result in a waiver of any proper
8 grounds for invalidating the Trustee's sale.

9 [Add Part X to this notice if applicable under RCW 61.24.040(9)]

10

11

12 , Trustee

13 }
14 } Address
15 }
16 } Phone

17 [Acknowledgment]

18 (2) In addition to providing the borrower and grantor the notice of
19 sale described in subsection (1)(f) of this section, the trustee shall
20 include with the copy of the notice which is mailed to the grantor, a
21 statement to the grantor in substantially the following form:

22 NOTICE OF FORECLOSURE

23 Pursuant to the Revised Code of Washington,

24 Chapter 61.24 RCW

25 The attached Notice of Trustee's Sale is a consequence of
26 default(s) in the obligation to, the Beneficiary of your
27 Deed of Trust and owner of the obligation secured thereby. Unless the
28 default(s) is/are cured, your property will be sold at auction on the
29 day of, . . .

30 To cure the default(s), you must bring the payments current, cure
31 any other defaults, and pay accrued late charges and other costs,

1 advances, and attorneys' fees as set forth below by the day of
 2, . . . [11 days before the sale date]. To date, these
 3 arrears and costs are as follows:

	Currently due	Estimated amount
	to reinstate	that will be due
	on	to reinstate
	on
		(11 days before
		the date set
		for sale)
12 Delinquent payments		
13 from,		
14 . . . , in the		
15 amount of		
16 \$. . . /mo.:	\$	\$
17 Late charges in		
18 the total		
19 amount of:	\$	\$
20		Estimated
21		Amounts
22 Attorneys' fees:	\$	\$
23 Trustee's fee:	\$	\$
24 Trustee's expenses:		
25 (Itemization)		
26 Title report	\$	\$
27 Recording fees	\$	\$
28 Service/Posting		
29 of Notices	\$	\$
30 Postage/Copying		
31 expense	\$	\$
32 Publication	\$	\$

1	Telephone		\$....
2	charges	\$....	
3	Inspection fees	\$....	\$....
4	.....	\$....	\$....
5	.....	\$....	\$....
6	TOTALS	\$....	\$....

7 To pay off the entire obligation secured by your Deed of Trust as
8 of the day of you must pay a total of \$.
9 in principal, \$. in interest, plus other costs and advances
10 estimated to date in the amount of \$. From and after the
11 date of this notice you must submit a written request to the Trustee to
12 obtain the total amount to pay off the entire obligation secured by
13 your Deed of Trust as of the payoff date.

14 As to the defaults which do not involve payment of money to the
15 Beneficiary of your Deed of Trust, you must cure each such default.
16 Listed below are the defaults which do not involve payment of money to
17 the Beneficiary of your Deed of Trust. Opposite each such listed
18 default is a brief description of the action necessary to cure the
19 default and a description of the documentation necessary to show that
20 the default has been cured.

21		
22	Default	Description of Action Required to Cure and
23		Documentation Necessary to Show Cure
24	.....	.....
25		.....
26		.....
27	.....	.....
28		.....
29		.....

30 You may reinstate your Deed of Trust and the obligation secured
31 thereby at any time up to and including the day of ,
32 . . . [11 days before the sale date], by paying the amount set forth or
33 estimated above and by curing any other defaults described above. Of
34 course, as time passes other payments may become due, and any further
35 payments coming due and any additional late charges must be added to

1 your reinstating payment. Any new defaults not involving payment of
2 money that occur after the date of this notice must also be cured in
3 order to effect reinstatement. In addition, because some of the
4 charges can only be estimated at this time, and because the amount
5 necessary to reinstate or to pay off the entire indebtedness may
6 include presently unknown expenditures required to preserve the
7 property or to comply with state or local law, it will be necessary for
8 you to contact the Trustee before the time you tender reinstatement or
9 the payoff amount so that you may be advised of the exact amount you
10 will be required to pay. Tender of payment or performance must be made
11 to:, whose address is, telephone ()
12 AFTER THE DAY OF, . . ., YOU MAY NOT
13 REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND
14 FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. The Trustee will
15 respond to any written request for current payoff or reinstatement
16 amounts within ten days of receipt of your written request. In such a
17 case, you will only be able to stop the sale by paying, before the
18 sale, the total principal balance (\$) plus accrued
19 interest, costs and advances, if any, made pursuant to the terms of the
20 documents and by curing the other defaults as outlined above.

21 You may contest this default by initiating court action in the
22 Superior Court of the county in which the sale is to be held. In such
23 action, you may raise any legitimate defenses you have to this default.
24 A copy of your Deed of Trust and documents evidencing the obligation
25 secured thereby are enclosed. You may wish to consult a lawyer. Legal
26 action on your part may prevent or restrain the sale, but only if you
27 persuade the court of the merits of your defense. You may contact the
28 Department of Financial Institutions or the statewide civil legal aid
29 hotline for possible assistance or referrals.

30 The court may grant a restraining order or injunction to restrain
31 a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the
32 trustee of the time when, place where, and the judge before whom the
33 application for the restraining order or injunction is to be made.
34 This notice shall include copies of all pleadings and related documents
35 to be given to the judge. Notice and other process may be served on
36 the trustee at:

37 NAME:

1 ADDRESS:
2
3 TELEPHONE NUMBER:

4 If you do not reinstate the secured obligation and your Deed of
5 Trust in the manner set forth above, or if you do not succeed in
6 restraining the sale by court action, your property will be sold. The
7 effect of such sale will be to deprive you and all those who hold by,
8 through or under you of all interest in the property;

9 (3) In addition, the trustee shall cause a copy of the notice of
10 sale described in subsection (1)(f) of this section (excluding the
11 acknowledgment) to be published in a legal newspaper in each county in
12 which the property or any part thereof is situated, once on or between
13 the thirty-fifth and twenty-eighth day before the date of sale, and
14 once on or between the fourteenth and seventh day before the date of
15 sale;

16 (4) On the date and at the time designated in the notice of sale,
17 the trustee or its authorized agent shall sell the property at public
18 auction to the highest bidder. The trustee may sell the property in
19 gross or in parcels as the trustee shall deem most advantageous;

20 (5) The place of sale shall be at any designated public place
21 within the county where the property is located and if the property is
22 in more than one county, the sale may be in any of the counties where
23 the property is located. The sale shall be on Friday, or if Friday is
24 a legal holiday on the following Monday, and during the hours set by
25 statute for the conduct of sales of real estate at execution;

26 (6) The trustee has no obligation to, but may, for any cause the
27 trustee deems advantageous, continue the sale for a period or periods
28 not exceeding a total of one hundred twenty days by (a) a public
29 proclamation at the time and place fixed for sale in the notice of sale
30 and if the continuance is beyond the date of sale, by giving notice of
31 the new time and place of the sale by both first class and either
32 certified or registered mail, return receipt requested, to the persons
33 specified in subsection (1)(b)(i) and (ii) of this section to be
34 deposited in the mail (i) not less than four days before the new date
35 fixed for the sale if the sale is continued for up to seven days; or
36 (ii) not more than three days after the date of the continuance by oral
37 proclamation if the sale is continued for more than seven days, or,

1 alternatively, (b) by giving notice of the time and place of the
2 postponed sale in the manner and to the persons specified in subsection
3 (1)(b), (c), (d), and (e) of this section and publishing a copy of such
4 notice once in the newspaper(s) described in subsection (3) of this
5 section, more than seven days before the date fixed for sale in the
6 notice of sale. No other notice of the postponed sale need be given;

7 (7) The purchaser shall forthwith pay the price bid and on payment
8 the trustee shall execute to the purchaser its deed; the deed shall
9 recite the facts showing that the sale was conducted in compliance with
10 all of the requirements of this chapter and of the deed of trust, which
11 recital shall be prima facie evidence of such compliance and conclusive
12 evidence thereof in favor of bona fide purchasers and encumbrancers for
13 value, except that these recitals shall not affect the lien or interest
14 of any person entitled to notice under subsection (1) of this section,
15 if the trustee fails to give the required notice to such person. In
16 such case, the lien or interest of such omitted person shall not be
17 affected by the sale and such omitted person shall be treated as if
18 such person was the holder of the same lien or interest and was omitted
19 as a party defendant in a judicial foreclosure proceeding;

20 (8) The sale as authorized under this chapter shall not take place
21 less than one hundred ninety days from the date of default in any of
22 the obligations secured;

23 (9) If the trustee elects to foreclose the interest of any occupant
24 or tenant of property comprised solely of a single-family residence, or
25 a condominium, cooperative, or other dwelling unit in a multiplex or
26 other building containing fewer than five residential units, the
27 following notice shall be included as Part X of the Notice of Trustee's
28 Sale:

29 X.

30 NOTICE TO OCCUPANTS OR TENANTS

31 The purchaser at the trustee's sale is entitled to possession of the
32 property on the 20th day following the sale, as against the grantor
33 under the deed of trust (the owner) and anyone having an interest
34 junior to the deed of trust, including occupants who are not tenants.
35 After the 20th day following the sale the purchaser has the right to
36 evict occupants who are not tenants by summary proceedings under

1 chapter 59.12 RCW. For tenant-occupied property, the purchaser shall
2 provide a tenant with written notice in accordance with RCW 61.24.060;

3 (10) Only one copy of all notices required by this chapter need be
4 given to a person who is both the borrower and the grantor. All
5 notices required by this chapter that are given to a general
6 partnership are deemed given to each of its general partners, unless
7 otherwise agreed by the parties.

8 NEW SECTION. **Sec. 4.** 2009 c 292 s 13 (uncodified) is repealed.

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