

Legal Notices

IN ACCORDANCE WITH THE REVISED CODE OF WASHINGTON (rcw46.55.130), GRAHAM TOWING #5124 WILL SELL ABANDONED VEHICLES TO THE HIGHEST BIDDER ON March 21, 2023 AT 11:00am. PRIOR INSPECTION WILL BE FROM 10:00am UNTIL 11:00am. THIS COMPANY CAN BE CONTACTED AT 253-262-2869. FOR QUESTIONS REGARDING THE AUCTION. THE SALE IS LOCATION IS: 10015 213TH ST E GRAHAM, WA 98338 Published in the Dispatch March 15, 2023

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR THE COUNTY OF PIERCE KEYBANK NATIONAL ASSOCIATION, Plaintiff, vs. WILLIAM L. SPRAGUE, JESSICA S. SPRAGUE, RAFT ISLAND IMPROVEMENT ASSOCIATION, KEYBANK NATIONAL ASSOCIATION, OCCUPANTS OF THE PROPERTY, Defendants. Case No.: 22-2-10785-1 SUMMONS BY PUBLICATION To: WILLIAM L. SPRAGUE; JESSICA S. SPRAGUE, OCCUPANTS OF THE PROPERTY, THE STATE OF WASHINGTON TO THE SAID DEFENDANTS: You are hereby summoned to appear within sixty days after the date of the first publication of this summons, to wit, within sixty days after the 1st day of March, 2023, and defend the above entitled action in the above entitled court, and answer the complaint of the Plaintiff, Keybank National Association, and serve a copy of your answer upon the undersigned attorneys for Plaintiff, McCarthy & Holthus, LLP at the office below stated; and in case of your failure so to do, judgment will be rendered against you according to the demand of the complaint, which has been filed with the clerk of said court. The basis for the complaint is a foreclosure of the property commonly known as 73 RAFT ISLAND DR NW, GIG HARBOR, WA 98335, Pierce County, Washington as a result of a default under the terms of the note and deed of trust. DATED: February 24, 2023 McCarthy & Holthus, LLP s/Grace Chu Grace Chu WSBA No. 51256 David Swartley WSBA No. 51732 108 1st Avenue South, Ste. 400 Seattle, WA 98104 Attorneys for Plaintiff Published in the Dispatch March 1, 8, 15, 22, 29 & April 5, 2023

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF PIERCE TONY MALCOM AND ALISON MALCOLM, a married couple; PLAINTIFF, vs. PETER KNOWLTON, an individual; and DOES 1-10, INCLUSIVE, DEFENDANT. CASE NO.: 23-2-04374-5 PLAINTIFF'S COMPLAINT (1) PARTITION AND QUIET TITLE BASED ON COMPENSATION ALREADY PAID TO DEFENDANT

I. INTRODUCTION AND PARTIES
1. This action concerns determination of questions affecting title to real property situated within Pierce County, Washington State.
2. Plaintiffs TONY MALCOM and ALISON MALCOM (hereinafter "Plaintiffs" or "Malcolms") are a married couple residing in Pierce County, Washington at 216 Oak St E, Eatonville, WA 98328.
3. Defendant PETER KNOWLTON (hereinafter "Defendant" or "Knowlton") is an individual who purchased the real property located at 216 Oak St E, Eatonville, WA 98328 with Plaintiffs.
II. JURISDICTION AND VENUE
4. This action concerns determination of questions affecting title to real property situated within Pierce County.
5. The real property at issue herein is situated within Eatonville.
III. STATEMENT OF FACTS
6. Plaintiffs along with Defendant hold fee-simple title to real property commonly known as at 216 Oak St E, Eatonville, WA 98328 (hereinafter referred to as "the Property"), which is otherwise legally described as:
ABBREVIATED LEGAL: LT 3, PC SP, REC NO 8802110312
FULL LEGAL: LOT 3, PIERCE COUNTY SHORT PLAT RECORDED FEBRUARY 11, 1988, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 8802110312, RECORDS OF PIERCE COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF PIERCE, WASHINGTON.
TAX ID NO.: 3660000103.
7. Plaintiffs and Defendant acquired title to the Property in 2021 by statutory warranty deed.
8. Plaintiffs and Defendant acquired the Property at that time by using the Property to secure a note in the amount of Seven Hundred Twenty-Two Thousand Dollars and Zero Cents (\$722,000.00) (hereinafter "Mortgage Loan").
9. To complete this purchase, along with this Mortgage Loan, Thirty-Seven Thousand Three Hundred Seventy-One and Ninety-Six Cents (\$37,371.96) cash was paid at closing by Plaintiffs and Defendant towards the sale price of the Property. Plaintiffs paid 75% of these closing monies and Defendant paid 25% of these closing monies.
10. The relevant history of the Property and the Parties is complex but, in summary, is that Mr. Knowlton agreed to remove himself from the title to the Property in exchange for a payment of \$101,683.41 which payment was made by Plaintiffs to Defendant in August of 2022.
11. To date, Defendant refuses to remove his name from the title even though he has accepted the payment of \$101,683.41 to do so months ago.
12. As such, Plaintiffs are forced to bring

this action for Quiet Title to have Defendant removed from title.

IV. CAUSES OF ACTION
FIRST CAUSE OF ACTION: FRAUD AGAINST DEFENDANT

13. Plaintiffs re-allege and incorporate by reference herein all of the allegations contained in Paragraphs 1 through 12 above.
14. When the parties were negotiating for Plaintiffs to enter into the buyout contract detailed above which included Plaintiffs paying Defendant \$101,683.41 in exchange for Defendant removing himself from the deed to the Property, Defendant and his agents made representations that were not true at that time and which Defendant knew were untrue. The Defendant and his agents also failed to properly make representations that were material to Plaintiffs' decision to purchase the Subject Property. Those representation and failures to make material representations include, but are not limited to the following:
a. The Property would be deeded in full to Plaintiffs upon payment of the \$101,683.41 by Plaintiffs to Defendant; and
b. Defendant would do so to allow Plaintiffs to eventually remove Defendant from the mortgage;
15. Each of these statements was untrue at the time they were made to Plaintiffs.
16. The misstatements of fact above by Defendant and his agents in their contract with Plaintiffs were intentional.
17. At all relevant times, Defendant and his agents aware that Plaintiffs would not reasonably be expected to discover the misstated facts until after Plaintiffs paid Defendant the \$101,683.41.
18. Defendant, his agents, and representatives intended to deceive Plaintiffs when they misstated these facts. Plaintiffs did not know the misstated facts when they entered into the contract with Defendant.
19. Plaintiffs reasonably relied on Defendant's deception when they entered into the contract.
20. As a direct and proximate result of Defendant's deception, Plaintiffs suffered losses in an amount to be proven at trial.
21. As a direct and proximate result of Defendant's deception, Plaintiffs have been deprived of their monies as detailed above.
22. Defendant's wrongful acts were carried on with the intent to cause injury to Plaintiffs. Additionally, the Defendant acted with malice, fraud and/or oppression and, thus, Plaintiffs are entitled to an award of punitive damages.
SECOND CAUSE OF ACTION: BREACH OF CONTRACT
23. Plaintiffs re-allege and incorporate by reference herein all of the allegations contained in Paragraphs 1 through 22 above.
24. Defendant breached his contractual duties when Defendant purposely misstated facts to Plaintiffs as detailed above.
25. Plaintiffs bring this claim for the monetary losses, lost interest, attorney's fees, costs, and other damages that Plaintiffs experienced as a direct and proximate result of Defendant's breach of contract.
THIRD CAUSE OF ACTION: BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING
26. Plaintiffs re-allege and incorporate by reference herein all of the allegations contained in Paragraphs 1 through 25 above.
27. At all material times, the parties' contract contained an implied covenant of good faith and fair dealing.
28. Defendant breached his implied duty of good faith and fair dealing when Defendant purposely misstated facts to Plaintiffs as detailed above.
29. Plaintiffs bring this claim for the monetary losses, lost interest, attorney fees, costs, and other damages that Plaintiffs experienced as a direct and proximate result of the Defendant's breach of his implied duty of good faith and fair dealing.
FOURTH CAUSE OF ACTION: QUIET TITLE
30. Plaintiffs incorporate herein by reference the allegations made in paragraphs 1 through 29, inclusive, as though fully set forth herein.
31. Plaintiffs must be declared the One-Hundred Percent (100%) of the Property based on the contract detailed above which Defendant has breached by not signing a deed transferring his fifty percent (50%) interest in the Property to Plaintiffs after receiving the agreed upon \$101,683.41 from Plaintiffs.
32. Plaintiffs seek to quiet title against the claims of Defendant.
33. Plaintiffs seek a judicial declaration that the title to a One-Hundred percent (100%) interest in the Property is vested in Plaintiffs alone and that the Defendant and each of them be declared to have no interest estate, right, title or interest in Plaintiffs' One-Hundred percent (100%) interest in the Property and that the Defendant, his agents and assigns, be forever enjoined from asserting any estate, right title or interest in Plaintiffs' One-Hundred percent (100%) interest in the Property.
V. REQUESTS FOR RELIEF
5.1 Plaintiffs request Title in the Property be granted to Plaintiffs alone.
5.2 Plaintiffs request declaratory and injunctive relief.
5.3 Plaintiffs request an award of attorney fees and costs pursuant to statute, or in equity as applicable.
5.4 Plaintiffs request any other and further relief the court deems just and equitable.
DATED: January 24, 2023 THE LAW OFFICES OF JOSEPH W. CREED By: /s/ Joseph W Creed Joseph W. Creed, WSBA #42451 Attorney for Plaintiffs Law Offices of Joseph W. Creed 11120 NE 2nd St, Suite

100 Bellevue, Washington 98004 P: 800-679-4202 F: 206-299-9886 Published in the Dispatch February 22, March 1, 8, 15, 22 & 29, 2023

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF PIERCE TONY MALCOM AND ALISON MALCOLM, a married couple; PLAINTIFFS, vs. PETER KNOWLTON, an individual; and DOES 1-10, INCLUSIVE, DEFENDANTS. NO: 23-2-04374-5 SUMMONS TO DEFENDANT PETER KNOWLTON: A lawsuit has been started against you in the above-entitled court by TONY MALCOM AND ALISON MALCOLM. Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with this summons. In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 20 days after the service of this summons, 60 days if you are outside of the state of Washington, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered. You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time. This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State of Washington. DATED: January 24, 2023 LAW OFFICES OF JOSEPH W. CREED By: /s/ Joseph W. Creed Joseph W. Creed, WSBA #42451 Attorney for Plaintiff LAW OFFICES OF JOSEPH W. CREED ATTORNEYS AT LAW 11120 NE 2ND ST, STE 100 BELLEVUE, WASHINGTON 98004 TELEPHONE (206) 569-6422 FAX (206) 299-9886 Published in the Dispatch February 22, March 1, 8, 15 22 & 29, 2023

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF PIERCE WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR BANC OF AMERICA ALTERNATIVE LOAN TRUST 2006-7 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-7, Plaintiff(s), vs. KENNETH R. SMITH; HEIDI R. SMITH; BANK OF AMERICA, NATIONAL ASSOCIATION; ET AL., Defendant(s). Cause No. 16-2-04601-6 SHERIFF'S PUBLIC NOTICE OF SALE OF REAL PROPERTY TO: KENNETH R. SMITH AND HEIDI R. SMITH (IN REM), Judgment Debtor(s). The Superior Court of PIERCE County has directed the undersigned Sheriff of Pierce County to sell the property described below to satisfy a judgment in the above-entitled action. If developed, the property address is 12706 94TH AVE E, PUYALLUP, WA 98373. The sale of the above described property is to take place: Time: 10:00 A.M. Date: Friday, March 31, 2023 Place: 930 Tacoma Avenue South, Tacoma, WA 98402 2nd Floor Entry Plaza The judgment debtor can avoid the sale by paying the judgment amount of \$464,719.61 together with interest, costs, and fees, before the sale date. For the exact amount, contact the Sheriff at the address stated below: Dated at Tacoma, Washington, February 15, 2023. ED TROYER, SHERIFF OF PIERCE COUNTY. By: Christine A Eaves, Deputy Civil Section, 930 Tacoma Avenue South, Room, 1B 203, Tacoma, Washington, 98402 (253) 798-7520 See legal description below or reverse: LEGAL DESCRIPTION BEGINNING AT THE SOUTHEAST CORNER OF TRACT 248 OF HALF DOLLAR BERRY TRACTS AS PER PLAT RECORDED VOLUME 10 OF PLATS, PAGE 51, IN THE PIERCE COUNTY, WASHINGTON. THENCE NORTH 160 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 121.29 FEET; THENCE WEST 157.50 FEET; THENCE SOUTH 121.29 FEET; THENCE EAST 157.50 FEET TO THE TRUE POINT OF BEGINNING PARCEL NO.: 4320002970 ATTORNEY FOR PLAINTIFF: MCCARTHY & HOLTHUS, LLP, ATTORNEYS GRACE CHU, ATTORNEY 108 1ST AVE S, STE 300 SEATTLE, WA. 98104 (206)596-4856 Published in the Dispatch February 22, March 1, 8 & 15 2023

IN THE SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY In the Matter of the Estate of: DOROTHY ELOISE OHNSTAD, Deceased. NO. 23-4-00388-1 PROBATE NOTICE TO CREDITORS (RCW 11.40.030) The administrator/Personal Representative named below has been appointed as administrator of this estate. Any person having a claim against the decedent must, before the time the claim would be barred by any otherwise applicable statute of limitations, present the claim in the manner as provided in RCW 11.40.070 by serving on or mailing to the administrator or the administrator's attorney at the address stated below a copy of the claim and filing the original of the claim with the court. The claim must be presented within the later of (1) Thirty days after the administrator served or mailed the

notice to the creditor as provided under RCW 11.40.020(3); or (2) four months after the date of first publication of the notice. If the claim is not presented within this time frame, the claim is forever barred, except as otherwise provided in RCW 11.40.051 and 11.40.060. This bar is effective as to claims against both the decedent's probate and nonprobate assets. Date of filing copy of notice to creditors: March 1, 2023. Date of first publication: March 8, 2023. DATED this 28th day of February, 2023. DONALD WILLIAM OHNSTAD Personal Representative/ Administrator BURNS LAW, PLLC 524 Tacoma Ave. S. Tacoma, Washington 98402 Telephone: (253) 507-5586 Facsimile: (253) 507-5713 Published in the Dispatch March 8, 15 & 22, 2023

ORIGINAL TRUSTEE SALE RECORDED ON 12/5/2022 IN THE OFFICE OF THE PIERCE COUNTY RECORDER. NOTICE OF TRUSTEE'S SALE File No.:22-128027 Title Order No.:220590255 Grantor: Tracy Dye and Kelli Dye, husband and wife Current beneficiary of the deed of trust: Wells Fargo Bank, N.A. Current trustee of the deed of trust: Aztec Foreclosure Corporation of Washington Current mortgage servicer of the deed of trust: Wells Fargo Bank, N.A. Reference number of the deed of trust: 201003050014 Parcel number(s): 2835000140 Abbreviated legal description: LT 14, CAPP'S ADD Commonly known as: 5722 136th Street East, Puyallup, WA 98373 I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, AZTEC FORECLOSURE CORPORATION OF WASHINGTON will on April 14, 2023, at the hour of 9:00 AM at the Second Floor Entry Plaza outside the Pierce County Courthouse, 930 Tacoma Avenue South, Tacoma, WA, State of Washington, 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, to-wit: Lot 14, Capps Addition, according to the plat thereof, recorded in Volume 18 of Plats, Page 68, records of Pierce County Auditor. Situate in the County of Pierce, State of Washington. which is the subject of that certain Deed of Trust dated February 26, 2010, recorded March 5, 2010, under Auditor's File No. 201003050014, records of Pierce County, Washington, from Tracy Dye and Kelli Dye, husband and wife as Grantor, to Northwest Trustee Services LLC as Trustee, to secure an obligation in favor of Wells Fargo Bank, N.A. 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 Default(s) for which this foreclosure is made is/are as follows: Failure to pay when due the following amounts which are now in arrears: Delinquent monthly payments from the January 1, 2022 installment on in the sum of \$21,011.58 together with all fees, costs and or disbursements incurred or paid by the beneficiary and or trustee, their employees, agents or assigns. The Trustee's fees and costs are estimated at \$24,165.85 as of December 2, 2022. The amount to cure the default payments as of the date of this notice is \$23,296.48. Payments and late charges may continue to accrue and additional advances to your loan may be made. It is necessary to contact the beneficiary or Trustee prior to the time you tender the reinstatement amount so that you may be advised of the exact amount you would be required to pay. IV. The sum owing on the obligation secured by the Deed of Trust is: Principal Balance \$166,749.20, together with interest in the Note or other instrument secured from December 1, 2021, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute. The amount necessary to pay off the entire obligation secured by your Deed of Trust as the date of this notice is \$206,466.62. Interest and late charges may continue to accrue and additional advances to your loan may be made. It is necessary to contact the beneficiary or Trustee prior to the time you tender the payoff amount so that you may be advised of the exact amount you would be required to pay. 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 April 14, 2023. 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 April 3, 2023 (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 April 3, 2023 (11 days before the sale date), 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 April 3, 2023 (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: Tracy Dye aka Tracy Allan Dye 5722 136th Street East Puyallup, WA 98373 Kelli Dye aka Kelli Lyn Dye aka Kelli Martin fka Kelli Dwight 5722 136th Street East Puyallup, WA 98373 Kelli Dye aka Kelli Lyn Dye aka Kelli Martin fka Kelli Dwight 5508 147th Avenue SE Snohomish, WA 98290 Occupant(s) 5722 136th Street East Puyallup, WA 98373 by both first class and certified mail on November 4, 2022 proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on November 4, 2022 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. The declaration by the beneficiary pursuant to RCW 61.24.030(7) (a) was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the above addresses on November 4, 2022, proof of which is in possession of the Trustee. VII. The Trustee whose name and address are set forth above, and whose telephone number is (360) 253-8017 / (877) 430-4787 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 an 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 61.24.60. XI. 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 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 (Toll-free): 1-877-894-HOME (1-877-894-4663) or Web site: http://www.df.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm. The United States Department of Housing and Urban Development: Telephone (Toll-free): 1-800-569-4287 or National Web site: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>. The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone (Toll-Free): 1-800-606-4819 or Web site: <http://nwjustice.org/what-clear> XII. FAIR DEBT COLLECTION PRACTICES ACT NOTICE: AZTEC FORECLOSURE CORPORATION OF WASHINGTON is attempting to collect a debt and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings, this shall not be construed to be an attempt to collect the outstanding indebtedness or to hold you personally liable for the debt. DATED this 2nd day of December, 2022 AZTEC FORECLOSURE CORPORATION OF WASHINGTON By: Inna D. Zagariya President 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683 (360) 253-8017 / (877) 430-4787 ADDRESS FOR PERSONAL SERVICE Aztec Foreclosure Corporation of Washington 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683 STATE OF WASHINGTON)) SS. COUNTY OF CLARK) This instrument was acknowledged before me this 2nd day of December, 2022, by Inna D. Zagariya, President. 5722 136th Street East Puyallup, WA 98373 Kira Lynch Notary Public in and for the State of Washington My Commission Expires: 10/6/2024 KIRA LYNCH Notary Public State of Washington License Number 188037 My Commission Expires October 06, 2024 NPP0418875 To: DISPATCH (PIERCE) 03/15/2023, 04/05/2023

ORIGINAL TRUSTEE SALE RECORDED ON 3/1/2023 IN THE OFFICE OF THE PIERCE COUNTY RECORDER. AMENDED NOTICE OF TRUSTEE'S SALE File No.:18-124360 Title Order No.:8781957 Grantor: Tuasivi Siofaga and Bridget G Siofaga, husband and wife Current beneficiary of the deed of trust: J.P. Morgan Mortgage Acquisition Corp. Current trustee of the deed of trust: Aztec Foreclosure Cor

poration of Washington Current mortgage servicer of the deed of trust: Carrington Mortgage Services, LLC Reference number of the deed of trust: 201407300573 Parcel number(s): 6024490440 Abbreviated legal description: LOT 44, EMERALD POINTE, REC. #2000404145003 Commonly known as: 16426 129th Ave Ct E, Puyallup, WA 98374 I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, AZTEC FORECLOSURE CORPORATION OF WASHINGTON will on April 14, 2023, at the hour of 9:00 AM at the Second Floor Entry Plaza outside the Pierce County Courthouse, 930 Tacoma Avenue South, Tacoma, WA, State of Washington, 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, to-wit: LOT 44, EMERALD POINTE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 2004, UNDER RECORDING NUMBER 200404145003, IN PIERCE COUNTY, WASHINGTON, which is the subject of that certain Deed of Trust dated July 18, 2014, recorded July 30, 2014, under Auditor's File No. 201407300573, records of Pierce County, Washington, from Tuasivi Siofaga and Bridget G Siofaga, husband and wife as Grantor, to Fidelity National Title Company of Washington, a Washington Corporation as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Guild Mortgage Company, a California Corporation, its successors and assigns as Beneficiary, which as assigned by Mortgage Electronic Registration Systems, Inc., as designated nominee for Guild Mortgage Company, beneficiary of the security instrument, its successors and assigns to J.P. Morgan Mortgage Acquisition Corp, its successors and assigns under an assignment recorded at Instrument No. 201811290283. 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: Failure to pay when due the following amounts which are now in arrears: Delinquent monthly payments from the December 1, 2021 installment on in the sum of \$30,322.22 together with all fees, costs and or disbursements incurred or paid by the beneficiary and or trustee, their employees, agents or assigns. The Trustee's fees and costs are estimated at \$3,041.22 as of February 28, 2023. The amount to cure the default payments as of the date of this notice is \$35,401.66. Payments and late charges may continue to accrue and additional advances to your loan may be made. It is necessary to contact the beneficiary or Trustee prior to the time you tender the reinstatement amount so that you may be advised of the exact amount you would be required to pay. IV. The sum owing on the obligation secured by the Deed of Trust is: Principal Balance \$203,763.78, together with interest in the Note or other instrument secured from November 1, 2021, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute. The amount necessary to pay off the entire obligation secured by your Deed of Trust as the date of this notice is \$229,204.91. Interest and late charges may continue to accrue and additional advances to your loan may be made. It is necessary to contact the beneficiary or Trustee prior to the time you tender the payoff amount so that you may be advised of the exact amount you would be required to pay. 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 April 14, 2023. 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 April 3, 2023 (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 April 3, 2023 (11 days before the sale date), 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 April 3, 2023 (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: Tuasivi Siofaga 16426 129th Ave Ct E Puyallup, WA 98374 Tuasivi Siofaga 16426 129th Street Ct E Puyallup, WA 98374 Bridget G Siofaga 16426 129th Ave Ct E Puyallup, WA 98374 Bridget G Siofaga 16426 129th Street Ct E Puyallup, WA 98374 Occupant(s) 16426 129th Ave Ct E Puyallup, WA 98374 by both first class and certified mail on December 28, 2018 proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on December 28, 2018 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. The declaration by the beneficiary pursuant to RCW 61.24.030(7)

(a) was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the above addresses on December 28, 2018, proof of which is in possession of the Trustee. VII. The Trustee whose name and address are set forth above, and whose telephone number is (360) 253-8017 / (877) 430-4787 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 an 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 61.24.60. XI. 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 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 (Toll-free): 1-877-894-HOME (1-877-894-4663) or Web site: http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm. The United States Department of Housing and Urban Development: Telephone (Toll-free): 1-800-569-4287 or National Web site: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>. The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone (Toll-Free): 1-800-606-4819 or Web site: <http://nwjustice.org/what-clear-xii>. FAIR DEBT COLLECTION PRACTICES ACT NOTICE: AZTEC FORECLOSURE CORPORATION OF WASHINGTON is attempting to collect a debt and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings, this shall not be construed to be an attempt to collect the outstanding indebtedness or to hold you personally liable for the debt. DATED this 28th day of February, 2023 AZTEC FORECLOSURE CORPORATION OF WASHINGTON By: Inna D. Zagariya President 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683 (360) 253-8017 / (877) 430-4787 ADDRESS FOR PERSONAL SERVICE Aztec Foreclosure Corporation of Washington 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683 STATE OF WASHINGTON)) SS. COUNTY OF CLARK) This instrument was acknowledged before me this 28th day of February, 2023, by Inna D. Zagariya, President. Kira Lynch Notary Public in and for the State of Washington My Commission Expires: 10/6/2024 KIRA LYNCH Notary Public State of Washington License Number 188037 My Commission Expires October 06, 2024 16426 129th Ave Ct E Puyallup, WA 98374 NPP0421986 To: DISPATCH (PIERCE) 03/15/2023, 04/05/2023

**PUBLIC NOTICE
TOWN OF EATONVILLE**

On February 13, 2023 the Eatonville Town Council voted to approve Ordinance 2023-1. An Ordinance of the Town of Eatonville, Washington, adding a new Chapter 2.66 "Purchasing" and new sections regarding compost procurement. Ordinance 2023-1 may be found on the Town's website at www.eatonville-wa.gov or at Town Hall. Published March 15, 2023.

SUPERIOR COURT OF WASHINGTON COUNTY OF PIERCE FIFTH THIRD BANK, NATIONAL ASSOCIATION V. ESTATE AND UNKNOWN HEIRS, ASSIGNS, AND DEVICES OF LOLITA I. VELMER; AND ALL PARTIES CLAIMING AN INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 3008 40TH ST SE, PUYALLUP, WA 98374. Case No.: 23-2-04534-9 A lawsuit has been started against you in the above-entitled Court by FIFTH THIRD BANK, NATIONAL ASSOCIATION (Plaintiff): You are hereby summoned to appear within sixty days after the date of the first publication of this summons, to wit, within sixty days after the 3 day of March, 2023 and defend the above entitled action in the above entitled court, and answer the complaint of the plaintiff FIFTH THIRD BANK, NATIONAL ASSOCIATION, and serve a copy of your answer upon the undersigned attorneys for the plaintiff, Kimberly Hood, at her office below stated; and in case of your

failure so to do, judgment will be rendered against you according to the demand of the complaint, which has been filed with the clerk of said court. The complaint is for declaratory and injunctive relief to allow Plaintiff to protect and preserve real property. ALDRIDGE PITE, LLP: Attn: Kimberly Hood Plaintiff's Attorneys, 9311 S.E. 36th St., Suite 207, Mercer Island, WA 98040. Tel: (206) 707-9603, Fax: (619) 590-1385, Email: khood@aldridgepite.com A-4775638 03/08/2023, 03/15/2023, 03/22/2023, 03/29/2023, 04/05/2023, 04/12/2023

Superior Court of Washington, County of Pierce In re the marriage of: Petitioner: Vera V. Torba And Respondent: Noe Orlando Gamez No. 22-3-00479-6 Summons Served by Publication (SMPB) Summons Served by Publication To the Respondent: Noe Orlando Gamez: I have started a court case by filing a petition. The name of the Petition is: Petition for Divorce. You must respond in writing for the court to consider your side. Deadline! Your Response must be filed and served within 60 days of the date this Summons is published. The first date of publication is March 15, 2023. If you do not file and serve your Response or a Notice of Appearance by the deadline: -No one has to notify you about other hearings in this case, and -The court may approve the requests in the Petition without hearing your side (called a default judgment). Follow these steps: 1. Read the Petition and any other documents you receive with this Summons. These documents explain what the Petitioner is asking for. 2. Fill out the Response to Petition about a Marriage (FL Divorce 211). You can get the Response and other forms at: -Washington State Court Forms: www.courts.wa.gov/forms, -Washington LawHelp: www.washington-lawhelp.org, or -The Superior Court Clerk's office or county law library (for a fee). 3. Serve (give) a copy of your Response to the person who filed this Summons at the address below and to any other parties. You may use certified mail with return receipt requested. For more information on how to serve, read Superior Court Civil Rule 5. 4. File your original Response with the court clerk at this address: Superior Court Clerk, Pierce County, 930 Tacoma Avenue South, Tacoma, Washington 98402 5. Lawyer not required: It's a good idea to talk to a lawyer, but you may file and serve your Response without one. LOMBINO, MARTINO, P.S. Dated: March 13, 2023 Leann K. Paluck, WSBA #25225 Attorney for Petitioner File original of your response with the clerk of the court at: Clerk - Pierce County Superior Court County-City Building, Room 110 930 Tacoma Avenue South Tacoma, WA 98402 Serve a copy of your response on: Petitioner's Lawyer Leann K. Paluck Lombino Martino, P.S. 9315 Gravelly Lake Dr. SW, Suite 201 Lakewood, WA 98499 Published in the Dispatch March 15, 22 29, April 5, 12 & 19, 202

TS NO WA08000174-22-1 TO No 2241058 NOTICE OF TRUSTEE'S SALE PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ. Grantor: VERNA J. CHEATHAM, AN UNMARRIED PERSON Current Beneficiary of the Deed of Trust: BANK OF AMERICA, N.A. Original Trustee of the Deed of Trust: PRLAP, INC. Current Trustee of the Deed of Trust: MTC Financial Inc. dba Trustee Corps Current Mortgage Servicer of the Deed of Trust: Bank of America, N.A. Reference Number of the Deed of Trust: Instrument No. 200610020671 Parcel Number: 709500-0330 I. NOTICE IS HEREBY GIVEN that on April 14, 2023, 10:00 AM, The 2nd floor entry plaza outside the County Courthouse, 930 Tacoma Avenue South, Tacoma, WA 98402, MTC Financial Inc. dba Trustee Corps, the undersigned Trustee, will sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of Pierce, State of Washington, to-wit: LOT 4, BLOCK 3, RACQUET CLUB ESTATES, ACCORDING TO PLAT RECORDED IN BOOK 27 OF PLATS AT PAGES 22 TO 25, INCLUSIVE. SITUATED IN THE COUNTY OF PIERCE AND STATE OF WASHINGTON APN: 709500-0330 More commonly known as 5501 116TH ST SW, LAKEWOOD, WA 98499 which is subject to that certain Deed of Trust dated September 15, 2006, executed by VERNA J. CHEATHAM, AN UNMARRIED PERSON as Trustor(s), to secure obligations in favor of BANK OF AMERICA, N.A. as original Beneficiary recorded October 2, 2006 as Instrument No. 200610020671 Subj DOT BANK OF AMERICA, N.A. October 2, 2006200610020671 SOT November 3, 2022202211030184 of official records in the Office of the Recorder of Pierce County, Washington. II. No action commenced by BANK OF AMERICA, N.A., the current Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrowers' or Grantors' default on the obligation secured by the Deed of Trust/Mortgage. III. The default(s) for which this foreclosure is made is/are as follows: FAILURE TO PAY WHEN DUE THE FOLLOWING AMOUNTS WHICH ARE NOW IN ARREARS: DELINQUENT PAYMENT INFORMATION From September 10, 2021 To December 13, 2022 Number of Payments 16 \$703.13 Total \$11,250.08 LATE CHARGE INFORMATION September 10, 2021 December 13, 2022 \$0.00 \$0.00 PROMISSORY NOTE INFORMATION Note Dated: September 15, 2006 Note Amount \$100,000.00 Interest Paid To: August 10, 2021 Next Due Date: September 10, 2021 Current Beneficiary: BANK OF AMERICA, N.A. Contact Phone No: 800-669-6650 Address: 7105 Corporate Drive, Plano, TX

75024 IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$61,139.07, 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on April 14, 2023. The defaults referred to in Paragraph III must be cured by April 3, 2023, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before April 3, 2023 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustees' fees and costs are paid. Payment must be in cash or with cashiers' or certified checks from a State or federally chartered bank. The sale may be terminated any time after the April 3, 2023 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by 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 current Beneficiary, BANK OF AMERICA, N.A. or Trustee to the Borrower and Grantor at the following address(es): ADDRESS VERNA J CHEATHAM 5501 116TH ST SW, LAKEWOOD, WA 98499 VERNA J CHEATHAM 6411 53RD AVENUE CT W, UNIVERSITY PLACE, WA 98467 by both first class and certified mail on November 10, 2022, proof of which is in the possession of the Trustee; and 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 November 10, 2022 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 their interest in the above described property. IX. Anyone having any objections to this 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 Trustees' 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. Notice to Borrower(s) who received a letter under RCW 61.24.031: 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 assess your situation and refer you to mediation if you might 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: (877) 894-4663 or (800) 606-4819 Website: www.wshfc.org The United States Department of Housing and Urban Development: Telephone: (800) 569-4287 Website: www.hud.gov The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (800) 606-4819 Website: www.homeownership.wa.gov Dated: December 12, 2022 MTC Financial Inc. dba Trustee Corps, as Duly Appointed Successor Trustee By: Alan Burton, Vice President MTC Financial Inc. dba Trustee Corps 606 W. Gowe Street Kent, WA 98032 Toll Free Number: (844) 367-8456 TDD: (800) 833-6388 For Reinstatement/Pay Off Quotes, contact MTC Financial Inc. DBA Trustee Corps Order Number 87902, Pub Dates: 3/15/2023, 4/5/2023, EATONVILLE DISPATCH

**DATABASE
from Page 5**

reason why defending our (Second Amendment) is so important. With HB 1143, a stalking victim would not be able to purchase a firearm to have for self-defense in the event of a horrific crime like this."

Concerns about personal safety were also raised by state legislators. Rep. Michelle Caldier, R-Port Orchard, told colleagues on the House floor that she recently had a stalker who pled guilty after trespassing on her father's property three times.

"For the first time ever in my life I'm thinking about owning a gun to protect myself, because it is my right to bear arms," she said. "This bill would make it so I would not be able to protect myself. This bill will inherently prevent individuals with disabilities from getting a gun to protect themselves if they have a stalker. This is wrong. It's not fair, it's not right."

Republicans also warned the bill is likely to be struck down by the U.S. Supreme Court, which in 2022 issued a decision overturning a New York state law requiring residents to have a permit to carry their firearms in private or public. In the original version of HB 1143, a person would have had to obtain a permit in order to purchase a firearm, but that section was removed before the final House vote.

At the state level, the courts could also find it in violation of the Washington State Constitution, which states "the right of the individual citizen to bear arms in defense of himself, or the state, shall not be impaired, but nothing in this section shall be construed as authorizing individuals or corporations to organize, maintain or employ an armed body of men."

Under HB 1143, a person would not only have to wait 10 business days before obtaining a firearm they purchased, but they would have to provide proof of completion of a firearms safety training program.

Another provision requires gun stores to keep records of all gun transfer and turn that data over to DOL for retention, a proposal Republican lawmakers sought to remove prior to the March 7 vote. The amendment was among many introduced by Republicans but ultimately rejected.