
HOUSE BILL 2367

State of Washington

63rd Legislature

2014 Regular Session

By Representatives Sawyer, Rodne, Appleton, Kirby, Robinson, Ryu, Hope, and Pollet

Read first time 01/16/14. Referred to Committee on Judiciary.

1 AN ACT Relating to internet notice of a trustee's sale; amending
2 RCW 61.24.040, 61.24.050, and 61.24.130; adding a new section to
3 chapter 61.24 RCW; and providing an effective date.

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

5 **Sec. 1.** RCW 61.24.040 and 2012 c 185 s 10 are each amended to read
6 as follows:

7 A deed of trust foreclosed under this chapter shall be foreclosed
8 as follows:

9 (1) At least ninety days before the sale, or if a letter under RCW
10 61.24.031 is required, at least one hundred twenty days before the
11 sale, the trustee shall:

12 (a) Record a notice in the form described in (f) of this subsection
13 in the office of the auditor in each county in which the deed of trust
14 is recorded;

15 (b) To the extent the trustee elects to foreclose its lien or
16 interest, or the beneficiary elects to preserve its right to seek a
17 deficiency judgment against a borrower or grantor under RCW
18 61.24.100(3)(a), and if their addresses are stated in a recorded
19 instrument evidencing their interest, lien, or claim of lien, or an

1 amendment thereto, or are otherwise known to the trustee, cause a copy
2 of the notice of sale described in (f) of this subsection to be
3 transmitted by both first-class and either certified or registered
4 mail, return receipt requested, to the following persons or their legal
5 representatives, if any, at such address:

6 (i) The borrower and grantor;

7 (ii) The beneficiary of any deed of trust or mortgagee of any
8 mortgage, or any person who has a lien or claim of lien against the
9 property, that was recorded subsequent to the recordation of the deed
10 of trust being foreclosed and before the recordation of the notice of
11 sale;

12 (iii) The vendee in any real estate contract, the lessee in any
13 lease, or the holder of any conveyances of any interest or estate in
14 any portion or all of the property described in such notice, if that
15 contract, lease, or conveyance of such interest or estate, or a
16 memorandum or other notice thereof, was recorded after the recordation
17 of the deed of trust being foreclosed and before the recordation of the
18 notice of sale;

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

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

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

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

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

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

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

12 NOTICE OF TRUSTEE'S SALE

13 I.

14 NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the
15 day of,, at the hour of o'clock M. at
16 [street
17 address and location if inside a building] in the City of,
18 State of Washington, sell at public auction to the highest and best
19 bidder, payable at the time of sale, the following described real
20 property, situated in the County(ies) of, State of
21 Washington, to-wit:

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

25 which is subject to that certain Deed of Trust dated,
26, recorded,, under Auditor's File No.,
27 records of County, Washington, from, as
28 Grantor, to, as Trustee, to secure an obligation in
29 favor of, as Beneficiary, the beneficial interest in
30 which was assigned by, under an Assignment recorded
31 under Auditor's File No. [Include recording information for
32 all counties if the Deed of Trust is recorded in more than one county.]

33 II.

34 No action commenced by the Beneficiary of the Deed of Trust is now

1 pending to seek satisfaction of the obligation in any Court by reason
2 of the Borrower's or Grantor's default on the obligation secured by the
3 Deed of Trust.

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

7 III.

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

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

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

12 IV.

13 The sum owing on the obligation secured by the Deed of Trust is:
14 Principal \$, together with interest as provided in the note
15 or other instrument secured from the day of,,
16 and such other costs and fees as are due under the note or other
17 instrument secured, and as are provided by statute.

18 V.

19 The above-described real property will be sold to satisfy the expense
20 of sale and the obligation secured by the Deed of Trust as provided by
21 statute. The sale will be made without warranty, express or implied,
22 regarding title, possession, or encumbrances on the day of
23, The default(s) referred to in paragraph III must be
24 cured by the day of, (11 days before the sale
25 date), to cause a discontinuance of the sale. The sale will be
26 discontinued and terminated if at any time on or before the day
27 of,, (11 days before the sale date), the default(s)
28 as set forth in paragraph III is/are cured and the Trustee's fees and
29 costs are paid. The sale may be terminated any time after the
30 day of, (11 days before the sale date), and before
31 the sale by the Borrower, Grantor, any Guarantor, or the holder of any
32 recorded junior lien or encumbrance paying the entire principal and
33 interest secured by the Deed of Trust, plus costs, fees, and advances,
34 if any, made pursuant to the terms of the obligation and/or Deed of
35 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:

.....
.....
.....

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

VII.

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

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all 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.

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

.....
....., Trustee
..... }
..... } Address

1
2 } Phone
3 [Acknowledgment]

4 (g) If the borrower received a letter under RCW 61.24.031, the
5 notice specified in (f) of this subsection (~~((1)(f) of this section)~~)
6 shall also include the following additional language:

7 **"THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR**
8 **HOME.**

9 You have only 20 DAYS from the recording date on this notice to pursue
10 mediation.

11 **DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN**
12 **WASHINGTON NOW** to assess your situation and refer you to mediation if
13 you are eligible and it may help you save your home. See below for
14 safe sources of help.

15 **SEEKING ASSISTANCE**

16 Housing counselors and legal assistance may be available at little or
17 no cost to you. If you would like assistance in determining your
18 rights and opportunities to keep your house, you may contact the
19 following:

- 20 The statewide foreclosure hotline for assistance and referral to
21 housing counselors recommended by the Housing Finance Commission
22 Telephone: Web site:
- 23 The United States Department of Housing and Urban Development
24 Telephone: Web site:
- 25 The statewide civil legal aid hotline for assistance and referrals to
26 other housing counselors and attorneys
27 Telephone: Web site:"

28 The beneficiary or trustee shall obtain the toll-free numbers and
29 web site information from the department for inclusion in the notice;

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

34 NOTICE OF FORECLOSURE

1 Pursuant to the Revised Code of Washington,

2 Chapter 61.24 RCW

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

8 To cure the default(s), you must bring the payments current, cure
9 any other defaults, and pay accrued late charges and other costs,
10 advances, and attorneys' fees as set forth below by the day of
11, . . . [11 days before the sale date]. To date, these
12 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)
21	Delinquent payments	
22	from.....,	
23	..., in the	
24	amount of	
25	\$.../mo.: \$....	\$....
26	Late charges in	
27	the total	
28	amount of: \$....	\$....
29		Estimated
30		Amounts

1	Attorneys' fees:	\$....	\$....
2	Trustee's fee:	\$....	\$....
3	Trustee's expenses:		
4	(Itemization)		
5	Title report	\$....	\$....
6	Recording fees	\$....	\$....
7	Service/Posting		
8	of Notices	\$....	\$....
9	Postage/Copying		
10	expense	\$....	\$....
11	Publication	\$....	\$....
12	Telephone		\$....
13	charges	\$....	
14	Inspection fees	\$....	\$....
15	\$....	\$....
16	\$....	\$....
17	TOTALS	\$....	\$....

18 To pay off the entire obligation secured by your Deed of Trust as
19 of the day of you must pay a total of \$.
20 in principal, \$. in interest, plus other costs and advances
21 estimated to date in the amount of \$. From and after the
22 date of this notice you must submit a written request to the Trustee to
23 obtain the total amount to pay off the entire obligation secured by
24 your Deed of Trust as of the payoff date.

25 As to the defaults which do not involve payment of money to the
26 Beneficiary of your Deed of Trust, you must cure each such default.
27 Listed below are the defaults which do not involve payment of money to
28 the Beneficiary of your Deed of Trust. Opposite each such listed
29 default is a brief description of the action necessary to cure the
30 default and a description of the documentation necessary to show that
31 the default has been cured.

32	Default	Description of Action Required to Cure and
33		Documentation Necessary to Show Cure
34

1
2
3
4
5

6 You may reinstate your Deed of Trust and the obligation secured
7 thereby at any time up to and including the . . . day of ,
8 . . . [11 days before the sale date], by paying the amount set forth or
9 estimated above and by curing any other defaults described above. Of
10 course, as time passes other payments may become due, and any further
11 payments coming due and any additional late charges must be added to
12 your reinstating payment. Any new defaults not involving payment of
13 money that occur after the date of this notice must also be cured in
14 order to effect reinstatement. In addition, because some of the
15 charges can only be estimated at this time, and because the amount
16 necessary to reinstate or to pay off the entire indebtedness may
17 include presently unknown expenditures required to preserve the
18 property or to comply with state or local law, it will be necessary for
19 you to contact the Trustee before the time you tender reinstatement or
20 the payoff amount so that you may be advised of the exact amount you
21 will be required to pay. Tender of payment or performance must be made
22 to: , whose address is , telephone ()
23 AFTER THE DAY OF , . . . , YOU MAY NOT
24 REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND
25 FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. The Trustee will
26 respond to any written request for current payoff or reinstatement
27 amounts within ten days of receipt of your written request. In such a
28 case, you will only be able to stop the sale by paying, before the
29 sale, the total principal balance (\$) plus accrued
30 interest, costs and advances, if any, made pursuant to the terms of the
31 documents and by curing the other defaults as outlined above.

32 You may contest this default by initiating court action in the
33 Superior Court of the county in which the sale is to be held. In such
34 action, you may raise any legitimate defenses you have to this default.
35 A copy of your Deed of Trust and documents evidencing the obligation
36 secured thereby are enclosed. You may wish to consult a lawyer. Legal
37 action on your part may prevent or restrain the sale, but only if you

1 persuade the court of the merits of your defense. You may contact the
2 Department of Financial Institutions or the statewide civil legal aid
3 hotline for possible assistance or referrals.

4 The court may grant a restraining order or injunction to restrain
5 a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the
6 trustee of the time when, place where, and the judge before whom the
7 application for the restraining order or injunction is to be made.
8 This notice shall include copies of all pleadings and related documents
9 to be given to the judge. Notice and other process may be served on
10 the trustee at:

11 NAME:
12 ADDRESS:
13
14 TELEPHONE NUMBER:

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

20 (3) In addition, the trustee shall cause a copy of the notice of
21 sale described in subsection (1)(f) of this section (excluding the
22 acknowledgment) to be published:

23 (a) In a legal newspaper in each county in which the property or
24 any part thereof is situated, once on or between the thirty-fifth and
25 twenty-eighth day before the date of sale, and once on or between the
26 fourteenth and seventh day before the date of sale; and

27 (b) By posting on the web site described in section 4 of this act
28 on or between the thirty-fifth and twenty-eighth day before the date of
29 sale, and to remain on the web site through the date of sale;

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

34 (5) The place of sale shall be at any designated public place
35 within the county where the property is located and if the property is
36 in more than one county, the sale may be in any of the counties where

1 the property is located. The sale shall be on Friday, or if Friday is
2 a legal holiday on the following Monday, and during the hours set by
3 statute for the conduct of sales of real estate at execution;

4 (6) The trustee has no obligation to, but may, for any cause the
5 trustee deems advantageous, continue the sale for a period or periods
6 not exceeding a total of one hundred twenty days by (a) a public
7 proclamation at the time and place fixed for sale in the notice of sale
8 and if the continuance is beyond the date of sale, by giving notice of
9 the new time and place of the sale by both first class and either
10 certified or registered mail, return receipt requested, to the persons
11 specified in subsection (1)(b)(i) and (ii) of this section to be
12 deposited in the mail (i) not less than four days before the new date
13 fixed for the sale if the sale is continued for up to seven days; or
14 (ii) not more than three days after the date of the continuance by oral
15 proclamation if the sale is continued for more than seven days, or,
16 alternatively, (b) by giving notice of the time and place of the
17 postponed sale in the manner and to the persons specified in subsection
18 (1)(b), (c), (d), and (e) of this section and publishing a copy of such
19 notice once in the newspaper(s) described in subsection (3) of this
20 section, more than seven days before the date fixed for sale in the
21 notice of sale. No other notice of the postponed sale need be given;

22 (7) The purchaser shall forthwith pay the price bid and on payment
23 the trustee shall execute to the purchaser its deed; the deed shall
24 recite the facts showing that the sale was conducted in compliance with
25 all of the requirements of this chapter and of the deed of trust, which
26 recital shall be prima facie evidence of such compliance and conclusive
27 evidence thereof in favor of bona fide purchasers and encumbrancers for
28 value, except that these recitals shall not affect the lien or interest
29 of any person entitled to notice under subsection (1) of this section,
30 if the trustee fails to give the required notice to such person. In
31 such case, the lien or interest of such omitted person shall not be
32 affected by the sale and such omitted person shall be treated as if
33 such person was the holder of the same lien or interest and was omitted
34 as a party defendant in a judicial foreclosure proceeding;

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

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

7 X. NOTICE TO OCCUPANTS OR TENANTS

8 The purchaser at the trustee's sale is entitled to possession of the
9 property on the 20th day following the sale, as against the grantor
10 under the deed of trust (the owner) and anyone having an interest
11 junior to the deed of trust, including occupants who are not tenants.
12 After the 20th day following the sale the purchaser has the right to
13 evict occupants who are not tenants by summary proceedings under
14 chapter 59.12 RCW. For tenant-occupied property, the purchaser shall
15 provide a tenant with written notice in accordance with RCW 61.24.060;

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

21 **Sec. 2.** RCW 61.24.050 and 2012 c 185 s 14 are each amended to read
22 as follows:

23 (1) Upon physical delivery of the trustee's deed to the purchaser,
24 or a different grantee as designated by the purchaser following the
25 trustee's sale, the trustee's deed shall convey all of the right,
26 title, and interest in the real and personal property sold at the
27 trustee's sale which the grantor had or had the power to convey at the
28 time of the execution of the deed of trust, and such as the grantor may
29 have thereafter acquired. Except as provided in subsection (2) of this
30 section, if the trustee accepts a bid, then the trustee's sale is final
31 as of the date and time of such acceptance if the trustee's deed is
32 recorded within fifteen days thereafter. After a trustee's sale, no
33 person shall have any right, by statute or otherwise, to redeem the
34 property sold at the trustee's sale.

35 (2)(a) Up to the eleventh day following the trustee's sale, the
36 trustee, beneficiary, or authorized agent for the beneficiary may

1 declare the trustee's sale and trustee's deed void for the following
2 reasons:

3 (i) The trustee, beneficiary, or authorized agent for the
4 beneficiary assert that there was an error with the trustee foreclosure
5 sale process including, but not limited to, an erroneous opening bid
6 amount made by or on behalf of the foreclosing beneficiary at the
7 trustee's sale;

8 (ii) The borrower and beneficiary, or authorized agent for the
9 beneficiary, had agreed prior to the trustee's sale to a loan
10 modification agreement, forbearance plan, shared appreciation mortgage,
11 or other loss mitigation agreement to postpone or discontinue the
12 trustee's sale; or

13 (iii) The beneficiary or authorized agent for the beneficiary had
14 accepted funds that fully reinstated or satisfied the loan even if the
15 beneficiary or authorized agent for the beneficiary had no legal duty
16 to do so.

17 (b) This subsection does not impose a duty upon the trustee any
18 different than the obligations set forth under RCW 61.24.010 (3) and
19 (4).

20 (3) The trustee must refund the bid amount to the purchaser no
21 later than the third day following the postmarked mailing of the
22 rescission notice described under subsection (4) of this section.

23 (4) No later than fifteen days following the voided trustee's sale
24 date, the trustee shall send a notice in substantially the following
25 form by first-class mail and certified mail, return receipt requested,
26 to all parties entitled to notice under RCW 61.24.040(1) (b) through
27 (e):

28 NOTICE OF RESCISSION OF TRUSTEE'S SALE

29 NOTICE IS HEREBY GIVEN that the trustee's sale that occurred on
30 (trustee's sale date) is rescinded and declared void because (insert
31 the applicable reason(s) permitted under RCW 61.24.050(2)(a)).

32 The trustee's sale occurred pursuant to that certain Notice of
33 Trustee's Sale dated,, recorded,, under
34 Auditor's File No., records of County, Washington, and
35 that certain Deed of Trust dated,, recorded, . .
36 . ., under Auditor's File No., records of County,

1 Washington, from, as Grantor, to, as, as
2 original Beneficiary, concerning the following described property,
3 situated in the County(ies) of, State of Washington, to wit:

4 (Legal description)

5 Commonly known as (common property address)

6 (5) If the reason for the rescission stems from subsection
7 (2)(a)(i) or (ii) of this section, the trustee may set a new sale date
8 not less than forty-five days following the mailing of the notice of
9 rescission of trustee's sale. The trustee shall:

10 (a) Comply with the requirements of RCW 61.24.040(1) (a) through
11 (f) at least thirty days before the new sale date; and

12 (b) Cause a copy of the notice of trustee's sale as provided in RCW
13 61.24.040(1)(f) to be published:

14 (i) In a legal newspaper in each county in which the property or
15 any part of the property is situated, once between the thirty-fifth and
16 twenty-eighth day before the sale and once between the fourteenth and
17 seventh day before the sale; and

18 (ii) By posting on the web site described in section 4 of this act
19 on or between the thirty-fifth and twenty-eighth day before the date of
20 sale, and to remain on the web site through the date of sale.

21 **Sec. 3.** RCW 61.24.130 and 2008 c 153 s 5 are each amended to read
22 as follows:

23 (1) Nothing contained in this chapter shall prejudice the right of
24 the borrower, grantor, any guarantor, or any person who has an interest
25 in, lien, or claim of lien against the property or some part thereof,
26 to restrain, on any proper legal or equitable ground, a trustee's sale.
27 The court shall require as a condition of granting the restraining
28 order or injunction that the applicant pay to the clerk of the court
29 the sums that would be due on the obligation secured by the deed of
30 trust if the deed of trust was not being foreclosed:

31 (a) In the case of default in making the periodic payment of
32 principal, interest, and reserves, such sums shall be the periodic
33 payment of principal, interest, and reserves paid to the clerk of the
34 court every thirty days.

1 (b) In the case of default in making payment of an obligation then
2 fully payable by its terms, such sums shall be the amount of interest
3 accruing monthly on said obligation at the nondefault rate, paid to the
4 clerk of the court every thirty days.

5 In the case of default in performance of any nonmonetary obligation
6 secured by the deed of trust, the court shall impose such conditions as
7 it deems just.

8 In addition, the court may condition granting the restraining order
9 or injunction upon the giving of security by the applicant, in such
10 form and amount as the court deems proper, for the payment of such
11 costs and damages, including attorneys' fees, as may be later found by
12 the court to have been incurred or suffered by any party by reason of
13 the restraining order or injunction. The court may consider, upon
14 proper showing, the grantor's equity in the property in determining the
15 amount of said security.

16 (2) No court may grant a restraining order or injunction to
17 restrain a trustee's sale unless the person seeking the restraint gives
18 five days notice to the trustee of the time when, place where, and the
19 judge before whom the application for the restraining order or
20 injunction is to be made. This notice shall include copies of all
21 pleadings and related documents to be given to the judge. No judge may
22 act upon such application unless it is accompanied by proof, evidenced
23 by return of a sheriff, the sheriff's deputy, or by any person eighteen
24 years of age or over who is competent to be a witness, that the notice
25 has been served on the trustee.

26 (3) If the restraining order or injunction is dissolved after the
27 date of the trustee's sale set forth in the notice as provided in RCW
28 61.24.040(1)(f), the court granting such restraining order or
29 injunction, or before whom the order or injunction is returnable,
30 shall, at the request of the trustee, set a new sale date which shall
31 be not less than forty-five days from the date of the order dissolving
32 the restraining order. The trustee shall:

33 (a) Comply with the requirements of RCW 61.24.040(1) (a) through
34 (f) at least thirty days before the new sale date; and

35 (b) Cause a copy of the notice of trustee's sale as provided in RCW
36 61.24.040(1)(f) to be published in a legal newspaper in each county in
37 which the property or any part thereof is situated once between the

1 thirty-fifth and twenty-eighth day before the sale and once between the
2 fourteenth and seventh day before the sale.

3 (4) If a trustee's sale has been stayed as a result of the filing
4 of a petition in federal bankruptcy court and an order is entered in
5 federal bankruptcy court granting relief from the stay or closing or
6 dismissing the case, or discharging the debtor with the effect of
7 removing the stay, the trustee may set a new sale date which shall not
8 be less than forty-five days after the date of the bankruptcy court's
9 order. The trustee shall:

10 (a) Comply with the requirements of RCW 61.24.040(1) (a) through
11 (f) at least thirty days before the new sale date; and

12 (b) Cause a copy of the notice of trustee's sale as provided in RCW
13 61.24.040(1)(f) to be published:

14 (i) In a legal newspaper in each county in which the property or
15 any part thereof is situated, once between the thirty-fifth and twenty-
16 eighth day before the sale and once between the fourteenth and seventh
17 day before the sale; and

18 (ii) By posting on the web site described in section 4 of this act
19 on or between the thirty-fifth and twenty-eighth day before the date of
20 sale, and to remain on the web site through the date of sale.

21 (5) Subsections (3) and (4) of this section are permissive only and
22 do not prohibit the trustee from proceeding with a trustee's sale
23 following termination of any injunction or stay on any date to which
24 such sale has been properly continued in accordance with RCW
25 61.24.040(6).

26 (6) The issuance of a restraining order or injunction shall not
27 prohibit the trustee from continuing the sale as provided in RCW
28 61.24.040(6).

29 NEW SECTION. Sec. 4. A new section is added to chapter 61.24 RCW
30 to read as follows:

31 (1) By December 31, 2014, the department shall develop and
32 thereafter maintain an internet web site to serve as a statewide portal
33 for the public to find and access notices of trustees' sales. The web
34 site must:

35 (a) Allow a trustee, upon payment of a fee, to easily post a notice
36 of trustee's sale;

37 (b) Allow the public, for no charge, to easily search notices by:

- 1 (i) Name of the grantor;
- 2 (ii) Name of the borrower;
- 3 (iii) Real property subject to the deed of trust;
- 4 (iv) Auditor's file number assigned to the deed of trust; and
- 5 (v) Any other criteria approved by the department; and
- 6 (c) Allow the public, for no charge, to search and view past,
- 7 archived notices of trustee's sale.

8 (2) The timing for posting and the content of the information
9 posted to the web site is the responsibility of the trustee or other
10 person posting the notice of trustee's sale.

11 (3) The department shall set the fee to be paid for posting a
12 notice of trustee's sale in such amount as shall cover the department's
13 costs to post and archive the notices and maintain the web site,
14 including the provision of equipment, resources, and personnel.

15 (4) No liability on the part of, and no cause of action of any
16 nature, may arise against the state of Washington, the department, or
17 against an employee or agent of the state or department for any lawful
18 action taken by them, or any inaction, in the performance of their
19 powers and duties under this section.

20 NEW SECTION. **Sec. 5.** Sections 1 through 3 of this act take effect
21 January 1, 2015.

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