

ASSET CONTROL, LTD.  
AGC Building, Suite 809  
1200 Westlake Avenue North  
Seattle, Washington 98109



200902190097  
Skagit County Auditor

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GUARDIAN NORTHWEST TITLE CO.

**NOTICE OF TRUSTEE'S SALE**  
(PURSUANT TO RCW 61.24, et seq.)

94824

- A. REFERENCE NUMBERS: 200702150071
- B. GRANTOR: ASSET CONTROL, LTD.
- C. GRANTEE: PUBLIC/NORTHWEST PROPERTY ASSOCIATES, INC.
- D. LEGAL DESCRIPTION: LOT 13 AND 14, AND PTN LOT 12, BLOCK 3  
"CROFOOTS FIRST ADDITION TO THE TOWN OF CONCRETE"
- E. ASSESSOR'S PROPERTY TAX ACCOUNT NUMBERS: 4058-003-014-0001

**I.**

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee, ASSET CONTROL, LTD., a Washington corporation, will on **FRIDAY, MAY 29, 2009**, at the hour of 10:00 a.m., at the Skagit County Courthouse, 205 West Kincaid Street, City of Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the real property in said county legally described as:

Lot 12, Except the East 20 thereof and all of Lots 13 and 14, Block 3  
"CROFOOT'S FIRST ADDITION TO THE TOWN OF CONCRETE" as per plat  
recorded in Volume 3 of Plats, Page 88, records of Skagit County, Washington;

Tax Account No. 4058-003-014-0001 (P70764);

Commonly known as: 7757 South Dillard Avenue, Concrete, WA 98237;

which is subject to that certain Adjustable Rate Deed of Trust dated February 9, 2007, recorded February 15, 2007 under AFN 200702150071, which was amended by a First Amendment to Adjustable Rate Deed of Trust, dated May 25, 2007, between NORTHWEST PROPERTY

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ASSOCIATES, INC., a Nevada Corporation, as Grantor, FIRST AMERICAN TITLE INSURANCE COMPANY OF SKAGIT COUNTY, as Trustee, and RAYMOND A. AND PHYLLIS C. NELSON, Beneficiary, all in the records of Skagit County, Washington.

## II.

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor is now pending to seek satisfaction of the obligation in any court by reason of the Grantor's default on the obligation secured by the Deed of Trust.

## III.

The default(s) for which this foreclosure is made is the failure to pay the following past due amounts, which are in arrears:

Principal Balance:	\$100,000.00
Accrued Interest from 2/9/07 through to 2/20/2009:	\$21,254.33
Late Charges (21 @ \$25.00):	\$525.00
Attorneys Fees and Costs related to foreclosure action:	\$1,428.75
Trustee's Fees and Costs for first foreclosure:	\$5,794.64
Less Installment Payments Received:	<\$2,590.11>
Less Payment Received 9/22/2008	<\$1,000.00>
Less Payment Received 12/24/2008:	<\$5,000.00>
<b>AMOUNT DUE AS OF FEBRUARY 20, 2009:</b>	<b><u>\$120,412.61</u></b>

## IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal: \$100,000.00, together with interest as provided in the Note or other instrument, and late charges and such other costs and fees as are due under the note or other instrument secured by those deeds of trust, and as are provided by statute.

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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 Friday, May 29, 2009. The default(s) referred to in paragraph III must be cured by N/A, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before N/A, the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The same may be terminated any time after N/A, and before the sale by the Grantor or the Grantor's successor in interest 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 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.

**\*\* THE PROMISSORY NOTE WAS DUE AND PAYABLE IN FULL ON JUNE 9, 2008. ANY LANGUAGE ABOVE THAT INDICATES THE PROMISSORY NOTE CAN BE CURED BY PAYING THE INTEREST IN ARREARS IS HEREBY SUPERSEDED.**

VI.

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

Northwest Property Associates, Inc.,  
a Nevada corporation  
227 Bellevue Way NE, #585  
Bellevue, WA 98004-5721

Equity Trust Company, Custodian  
FBO Mark Jovan IRA  
225 Burns Road  
Elyria, OH 44035

Northwest Property Associates, Inc.  
Robert Sifferman, Registered Agent  
2000 112<sup>th</sup> Avenue NE  
Bellevue, WA 98004-2913

Robert J. Penfield, Attorney  
Kelley Penfield, PLLC  
8115 49<sup>th</sup> Avenue NE  
Marysville, WA 98270;

by both first class and certified mail, return receipt requested, on January 14, 2009; proof of which is in the possession of the Trustee. On January 16, 2009, the written Notice of Default was posted on the properties; proof of which is in possession of the Trustee.

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.

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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 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 and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW.

XI.

NOTICE TO GUARANTOR(S)

- 1) A Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's Sale is less than the debt secured by Deed of Trust;
- 2) A Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the Trustee's Sale;
- 3) A Guarantor will have no right to redeem the property after the Trustee's Sale;
- 4) Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 R.C.W., any action brought to enforce a guaranty must be commenced within one year after the Trustee's Sale, or the last Trustee's Sale under any Deed of Trust granted to secure the same debt;
- 5) In any action for a deficiency, a Guarantor will have the right to establish the fair value of the property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs.



