

After Recording Return to:
CHESTER T. LACKEY
900 DUPONT STREET
BELLINGHAM, WA 98225



200903110107

Skagit County Auditor

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Document Title: Notice of Trustee's Sale
Grantor: Chester T. Lackey, Trustee & Evan L. Maxwell and Ann E. Maxwell
Grantee: Kevin L. Brock
Legal: Ptn Tract 4 "Sedro Acreage" (aka Parcel "B" Survey, AF#200704170179)
Parcel #: P76926

GUARDIAN NORTHWEST TITLE CO.

NOTICE OF TRUSTEE'S SALE

96704-2

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24, ET. SEQ.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 12th day of June, 2009, at the hour of 10:00 o'clock A. M. at the front steps of the Skagit County Courthouse, 205 West Kincaid Street, Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

200707160199

The South 66.70 feet of the North 86.70 feet of the West 41.50 feet of the East 212 feet of Tract 4 "SEDRO ACREAGE", as per plat recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington. Also known as Parcel "C" of Survey recorded under Auditor's File No. 200704170179.

TOGETHER WITH an easement for utilities over, under and through the East 30 feet of the West 71.50 feet of the South 10 feet of the North 30 feet of the East 212 feet of said Tract 4.

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and vehicular turnaround as described in easement recorded March 9, 2007, under Auditor's File No. 200703090002.

which is subject to that certain Deed of Trust dated July 16, 2007, recorded July 16, 2007, under Skagit County Auditor's File No. 200707160199, from Kevin L. Brock, as Grantor, to First American Title Company, as Trustee, to secure an obligation in favor of Evan L. Maxwell and Ann E. Maxwell, as Beneficiaries.

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 defaults for which this foreclosure is made are as follows:

Principal	Interest thru 3/6/09	Late Charges	
\$115,000.00	\$34,419.32	\$1,265.00	
			TOTAL
			\$149,684.32

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$115,000.00, together with interest as provided in the note or other instrument secured from the 16th day of August, 2007, 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 12th day of June, 2009. The defaults referred to in paragraph III must be cured by the 1st day of June, 2009, (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 1st day of June, 2009, (11 days before the sale date), the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 1st day of June, 2009, (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:

Kevin Brock
16165 Benson Road
Bow, WA 98232

by both first class and certified mail on the 30th day of December, 2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 14th day of January, 2009, 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 of all those who hold by, through or under the Grantor of all their interest in the above-described property.

IX.

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

X.

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 59.12RCW.



DATED this 10th day of March, 2009.

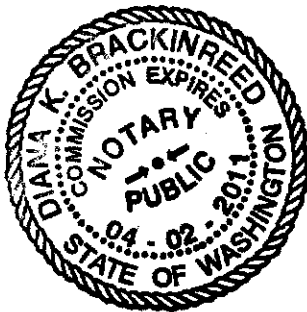

CHESTER T. LACKEY, Trustee

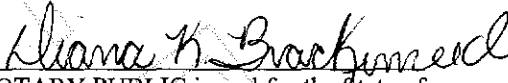
Battersby Field Professional Building
900 Dupont Street
Bellingham, Washington 98225
Phone: (360) 734-6390

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 10th day of March, 2009, before me personally appeared CHESTER T. LACKEY, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year first above written.




NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My Commission Expires 4/2/11.

