

AFTER RECORDING RETURN TO:
Rainier Foreclosure Services, Inc.
c/o Schweet Rieke & Linde, PLLC
80th Avenue Professional Building
2955 80th Avenue S.E., Suite 102
Mercer Island, WA 98040



200903250070
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

132822-50

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

If you filed bankruptcy or have been discharged in bankruptcy, this communication is for informational purposes only and is not intended as an attempt to collect this debt from you personally.

NOTICE OF TRUSTEE'S SALE

TO: Occupants of the Premises
John D. Lux, Jr.
Laurie M. Lux
Lux Homes, LLC
All Other Interested Parties

I.
NOTICE IS HEREBY GIVEN that the undersigned Trustee, Rainier Foreclosure Services, Inc., will on July 10, 2009, at the hour of 10:00 a.m., outside the main entrance of the Skagit County Courthouse, 3rd & Kincaid, in the City of Mt. Vernon, State of 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:

LOTS 69 AND 70, "FIRST ADDITION TO ALVERSON'S CAMPING TRACTS ON GUEMES ISLAND", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 40, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. (TAX PARCEL NOS. 3856-000-069-0007, 3856-000-070-0004)

(commonly known as 5185 Guemes Island Road, Anacortes WA 98221, which is subject to that certain Deed of Trust, dated December 12, 2006, recorded December 20, 2006, under Auditor's File No. * 200612220153; records of Skagit County, Washington, from John D. Lux, Jr. and Laurie M. Lux, husband and wife, as Grantors, to secure an obligation in favor of Cowlitz Bank, as Beneficiary.

* 200612200153

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 for which this foreclosure is made is as follows: Failure to pay when due the following amounts which are now in arrears:

PROMISSORY NOTE DUE IN FULL:

Principal Balance:	\$300,000.00
Unpaid Accrued Interest at \$43.75 per diem to March 20, 2009:	\$14,368.78
Plus interest thereafter at \$43.75 per diem:	\$xxxxxx
Accrued Late Charges:	\$0000
Less Suspense or rents received:	\$.00

TOTAL AMOUNT DUE: \$314,368.78

*plus all attorney's fees and costs and foreclosure fees and costs incurred

Default other than failure to make monthly payments:

N/A

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$300,000.00, together with interest as provided in the note or other instrument secured from July 15, 2008, and such other costs and fees as are due under the note or other instrument secured, 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 said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 10th day of July, 2009. The defaults referred to in paragraph III must be cured by the 10th day of July, 2009 (the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the 10th day of July, 2009 (the sale date), the default(s) as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time before the 10th day of July, 2009, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance paying the principal and interest 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 or Grantor at the following addresses:

Occupants of the Premises
John D. Lux, Jr.
Laurie M. Lux
Lux Homes LLC

5185 Guemes Island Road, Anacortes WA 98221
1049 5th ST, Kirkland WA 98033
1049 5th ST, Kirkland WA 98033
%John Lux, Registered Agent
105 Central Way, STE 102,
PO Box 2802, Kirkland WA 98033

by both first class and certified mail on February 12, 2009, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on February 12, 2009, with said written Notice of Default and/or the Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has in his possession proof of such service or posting.

VII.

The Trustee whose name and address is set forth below will provide in writing, to any person 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.



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X.

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 R.C.W. 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.

DATED: March 20, 2009.

RAINIER FORECLOSURE SERVICES, INC.,
Successor Trustee

By: _____

Paul V. Rieke
PAUL V. RIEKE, Vice President
Rainier Foreclosure Services, Inc. c/o
SCHWEET RIEKE & LINDE, PLLC
80th Avenue Professional Building
2955 80th Avenue S.E., Suite 102
Mercer Island, WA 98040
(206) 275-1010

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PAUL V. RIEKE, to me known to be the Vice President of the corporation that executed the foregoing NOTICE OF TRUSTEE'S SALE, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument.

Given under my hand and official seal on March 20, 2009.

Maureen A. Fitzgerald
Maureen A. Fitzgerald
Notary Public in and for the
State of Washington, residing at: Kenmore
My commission expires: 9/27/12



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UNRECORDED
NOTICE GUARANTORS, BORROWERS, AND/OR GRANTORS OF THE COMMERCIAL OBLIGATION SECURED BY THE DEED OF TRUST:

1. IF YOU ARE A GUARANTOR, YOU MAY BE LIABLE FOR A DEFICIENCY JUDGMENT TO THE EXTENT THE SALE PRICE OBTAINED AT TRUSTEE'S SALE IS LESS THAN THE DEBT SECURED BY THE DEED OF TRUST.

YOU HAVE THE SAME RIGHT 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.

YOU WILL HAVE NO RIGHT TO REDEEM THE PROPERTY AFTER THE TRUSTEE'S SALE.

SUBJECT TO SUCH LONGER PERIODS AS ARE PROVIDED IN THE WASHINGTON DEED OF TRUST ACT, CHAPTER 61.24 RCW, ANY ACTION BROUGHT TO SEEK A DEFICIENCY JUDGMENT 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.

IN ANY ACTION FOR A DEFICIENCY, YOU 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 YOUR LIABILITY FOR A DEFICIENCY TO THE DIFFERENCE BETWEEN THE DEBT AND THE GREATER OF SUCH FAIR VALUE OR THE SALE PRICE PAID AT TRUSTEE'S SALE, PLUS INTEREST AND COSTS.

2. If you are a borrower or a grantor, then to the extent that the fair value of the property sold at trustee's sale to the beneficiary is less than the unpaid obligation secured by the deed of trust immediately prior to the trustee's sale, an action for a deficiency judgment may be brought against you for:

- any decrease in the fair value of the property caused by waste to the property committed by the borrower or grantor after the deed of trust was granted; and
- any decrease in the fair value of the property caused by the wrongful retention of any rents, insurance proceeds, or condemnation awards by the borrower or grantor that are otherwise owed to the beneficiary.

The deficiency judgment may also include interest, costs and attorneys fees.



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