

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Skagit Law Group, PLLC
P.O. Box 336 / 227 Freeway Drive, Ste B
Mount Vernon, WA 98273



200907210112
Skagit County Auditor

7/21/2009 Page 1 of 7 1:31PM

NOTICE OF TRUSTEE'S SALE

Reference Nos.:	200601120130 (Deed of Trust) 200701260017 (Partial Reconveyance) 200712120019 (Partial Reconveyance)
Grantor (s):	SKAGIT LAW GROUP, PLLC, Successor Trustee
Grantee (s):	THE PUBLIC SUNSET VIEW CONDOMINIUM DEVELOPER, LLC, a Washington liability company
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legal:	Lot C, Survey #200708080107 (aka Ptn Lots 67 and 68, Anaco Beach and Ptn SP #Ana-04-009)
Additional Legal on page(s):	1, 2
Assessor's Tax Parcel No.:	P121953 / 3858-000-068-0400

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, November 6, 2009, at the hour of 10:00 a.m.** at the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, in the City of Mount 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:

That portion of the Marine Point Short Plat No. Ana-04-009, approved August 20, 2004, recorded August 25, 2004 under Auditor's File No. 200408250062, being a portion of Lots 67 and 68, Anaco Beach in Volume 5, page 4 of Plat described as follows:

Beginning at the most Westerly corner of Lot A of the Marine Point Short Plat as recorded under Auditor's File No. 200408250062, records of Skagit County, Washington; thence North 32°07'33" East a distance of 110.67 feet to the point of beginning; thence North 79°34'50" West a distance of 47.43 feet; thence North 34°15'18" East a distance of 67.60 feet; thence North 61°39'42" East a distance of 69.01 feet; thence South 57°58'11" East a distance of 71.09 feet; thence South 81°49'00" East a distance of 31.33 feet to the Westerly line of Marine Drive; thence South 08°11'00" West a distance of 70.95 feet along said Westerly line; thence North 75°00'51" West a distance of 128.07 feet; thence South 28°13'01" West a distance of 20.44 feet to the point of beginning.

Also known as Lot C of Survey recorded August 8, 2007, under Skagit County Auditor's File No. 200708080107.

Situate in the City of Anacortes, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated on or about January 12, 2006 and recorded January 12, 2006 under Auditor's File No. 200601120130, records of Skagit County, Washington, which Deed of Trust is from Sunset View Condominium Developer, LLC, a Washington limited liability company, as Grantor, to First American Title Company, as Trustee, to secure an obligation in favor of Olaf Gildnes and Gayle Gildnes, husband and wife, and Padilla Heights, LLC, as Beneficiaries. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded February 3, 2009 under Auditor's File No. 200902030041, records of Skagit County, Washington.

II

No action commenced by the Beneficiaries 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:

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

Principal due February 14, 2008:	\$140,000.00
Late charges:	1,750.05
Trust Accounting Center administration fees:	680.00
Payment of property taxes paid by Beneficiaries:	4,583.87
Accrued interest as of July 15, 2009:	<u>40,812.01</u>
Subtotal:	\$187,825.93

Other potential defaults do not involve payment to the Beneficiaries. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiaries. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults. Any defaults identified by Beneficiaries or Trustee that are not listed below must also be cured.

Other Default:

Action to Cure Default:

TAXES/ASSESSMENTS	Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current.
FAILURE TO INSURE PROPERTY AGAINST HAZARD	Deliver to Successor Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
LIENS	Deliver to Successor Trustee written proof that all senior liens are paid current and that no other defaults exist.
JUDGMENTS	Deliver to Successor Trustee written proof that all senior judgments are paid current and that no other defaults exist.
WASTE	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.
UNAUTHORIZED SALE OF PROPERTY (DUE ON SALE)	Revert title to permitted vestee.



Costs and Fees:

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs, and fees:

Trustee's fee:	\$1,500.00
Title report:	849.38
Service/posting of foreclosure notices:	140.00
Long distance telephone charges:	25.00
Recording fees:	120.00
Mailing costs:	125.00
Photocopies:	<u>20.00</u>
Subtotal:	\$2,779.38

Total Current Estimated Amount: \$190,605.31

Additional Arrearages:

Late charges:	466.68
Trust Accounting Center administration fees:	39.00
Interest: 7-16-09 – 10-26-09:	<u>7,413.13</u>
Subtotal:	\$198,524.12

Additional Costs and Fees:

Additional trustees' or attorney's fees:	\$
Publication costs:	<u>\$ 1,200.00</u>

Total Estimated Amount as of October 26, 2009: \$199,724.12

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$140,000.00, as of February 14, 2008 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. The sale will be without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or encumbrances on **November 6, 2009**. The default(s) referred to in paragraph III must be



cured by **October 26, 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 **October 26, 2009** (11 days before 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 after **October 26, 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 Beneficiaries or Trustee to the Borrower and Grantor at the following addresses:

Sunset View Condominium Developer, LLC
d/b/a Anaco Development Group
1015 14th Street, #A
Anacortes, WA 98221

Sunset View Condominium Developer, LLC
c/o William L. O'Brock, Registered Agent
1015 14th Street, #A
Anacortes, WA 98221

William L. O'Brock, Member
Jarilyn O'Brock, Member
4505 South Glasbow
Anacortes, WA 98221

William M. Bailey
Deborah A. Bailey
11310 Farm to Market Road
Mount Vernon, WA 98273

by both first class and certified mail on January 21, 2009, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on January 23, 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 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 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 GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the 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 the Deed of Trust; (2) the 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) the 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 RCW, 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; and (5) in any action for a deficiency, the 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. The failure of the Beneficiaries to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the Grantor, or the trustee's sale.

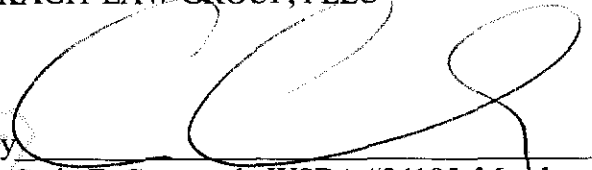
XII

This is an attempt to collect a debt and any information obtained will be used for that purpose.

DATED this 15th day of July, 2009.

SKAGIT LAW GROUP, PLLC

By

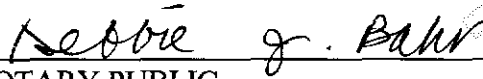
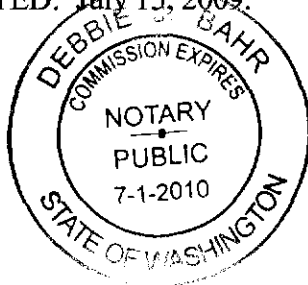


Craig E. Cammock, WSBA #24185, Member
Successor Trustee
227 Freeway Drive, Ste B/P. O. Box 336
Mount Vernon, WA 98273
Telephone: (360) 336-1000

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Craig E. Cammock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Skagit Law Group, PLLC, a Washington professional liability company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: July 15, 2009.



NOTARY PUBLIC
Printed Name: Debbie J. Bahr
My appointment expires: 07/01/2010



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Skagit County Auditor