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Skagit County Auditor

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**LAND TITLE OF SKAGIT COUNTY**

135481 - (P)

**AFTER RECORDING RETURN TO:**

Bishop, White & Marshall, P.S.

720 Olive Way, Suite 1301

Seattle, WA 98101

(206) 622-7527

Ref: DG Construction LLC, 1452.0928061

**Reference Number(s) of Documents assigned or released:** 200702160141

**Grantor:** Bishop, White & Marshall, P.S.

**Grantee:** DG Construction LLC, a Washington Limited Liability Company

**Abbreviated Legal Description as Follows:** Lot 22, Rock Ridge South, Phase 1

**Assessor's Property Tax Parcel/Account Number(s):** P125844 aka 49180010220000

**NOTICE OF TRUSTEE'S SALE**

I

**NOTICE IS HEREBY GIVEN** that the undersigned Bishop, White & Marshall, P.S. will on May 14, 2010 at 10:00 am at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

Lot 22, Plat of Rock Ridge South Phase 1, according to the duly recorded plat thereof, recorded January 24, 2007, under Auditor's File No. 200701240094, and amended by Auditor's File No. 200701250133, Records of Skagit County, Washington. Situated in Skagit County, Washington

which is subject to that certain Deed of Trust dated February 15, 2007, recorded February 16, 2007, under Auditor's File No. 200702160141 records of Skagit County, Washington, from DG Construction LLC, a Washington Limited Liability Company, as Grantor, to Washington Services, Inc., a Washington Corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings as beneficiary. Said Deed of Trust was modified on March 5, 2009 and again on March 12, 2009 under Auditor's File No. 200903120064. The sale will be made without any warranty concerning the title to, or the condition of the property.

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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 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:

- i) Failure to pay the following amounts, now in arrears:

Unpaid principal balance payable in full as of 5/15/09	\$540,000.00
Accrued Late Charges	\$1,116.81
Estimated accrued and unpaid interest from 6/1/09 to 1/8/2010 at 8.250%	30,757.60
<b>Interest continues to accrue after said date.</b>	
<b>TOTAL DEFAULT</b>	<u>\$571,874.41</u>

IV

The sum owing on the obligation secured by the Deed of Trust is: \$540,000.00, together with interest from June 1, 2009 as provided in the note or other instrument, 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 May 14, 2010. The promissory note which is the basis of this foreclosure, became due and payable on May 15, 2009. The sale will be discontinued and terminated if at any time on or before the sale date 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 pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank.

VI

A written notice of default was transmitted by the beneficiary or Trustee to the Borrower and Grantor at the following address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

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by both first class and certified mail on January 8, 2010, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on January 8, 2010, 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 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 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 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 20<sup>th</sup> 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 who are not tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (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

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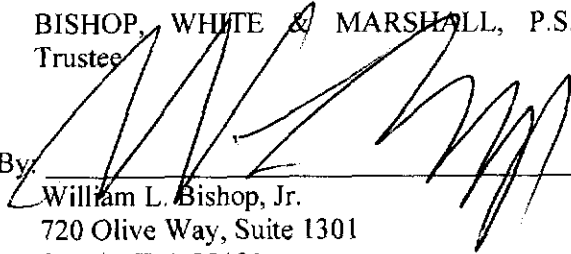


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deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs.

EFFECTIVE DATE: February 8, 2010

BISHOP, WHITE & MARSHALL, P.S., Successor  
Trustee

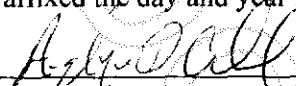
By:   
William L. Bishop, Jr.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
(206) 622-7527

State of Washington )  
) ss.  
County of King )

On this 10<sup>th</sup> day of February, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White & Marshall, P.S., the corporation that executed the foregoing instrument 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 states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



  
Name: Angelique D Connell  
NOTARY PUBLIC in and for the State of  
Washington at King County  
My Appt. Exp: 9-11-12



'Mailing List'

DG Construction LLC  
3902 Rock Ridge Pkwy  
Anacortes, WA 98221

Anthony L Malo, Jr  
PO Box 1356  
Anacortes, WA 98221

Christiane T Malo  
PO Box 1356  
Anacortes, WA 98221

DG Construction LLC  
PO Box 1356  
Anacortes, WA 98221

DG Construction LLC  
c/o Anthony Malo Jr, reg agt  
2107 Minnesota Ave  
Anacortes, WA 98221

DG Construction LLC  
c/o Anthony Malo Jr, reg agt  
PO Box 1356  
Anacortes, WA 98221

Plan C LLC  
c/o Timothy L Austin, reg agt  
11120 NE 2<sup>nd</sup> #200  
Bellevue, WA 98015

Plan C LLC  
c/o Timothy L Austin, reg agt  
PO Box 53050  
Bellevue, WA 98015

Plan C LLC  
PO Box 1356  
Anacortes, WA 98221

NOTICE OF DEFAULT - 1

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**EXHIBIT A**

Lot 22, PLAT OF ROCK RIDGE SOUTH, PHASE 1, according to the duly recorded plat thereof, recorded in January 24, 2007, under Auditor's File No. 200701240094, and amended by Auditor's File No. 200701250133, records of Skagit County, Washington, more accurately described as Lot 22, of Phase 1 of "PLAT OF ROCK RIDGE SOUTH, PHASES 1 & 2," as recorded January 24, 2007, under Auditor's File No. 200701240094, and amended by instrument recorded January 25, 2007, under Auditor's File No. 200701250133, records of Skagit County, Washington.

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



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