



201006070063

Skagit County Auditor

6/7/2010 Page

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6 1:54PM

Recorded at the Request of:  
Michael D. Bohannon, PLLC  
P. O. Box 2326  
Poulsbo, WA 98370

**NOTICE OF TRUSTEE'S SALE**

Reference Number: 200004210090  
Grantor: Eleanor Anne Godwin, as her separate estate  
Grantee: Whidbey Island Bank  
Legal Description: Section 15, Township 34, Range 1; Ptn. SW NE  
Tax Parcel Number: 340115-1-004-0402

GUARDIAN NORTHWEST TITLE CO.

99472-2

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee, Michael D. Bohannon, will on **September 17, 2010, at 10:00 a.m.**, at the main entrance of the Skagit County Courthouse, located at 205 W. Kincaid Street, 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:

See attached Exhibit A.

TOGETHER WITH all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties and profits relating to such real property, including without limitation all minerals, oil, gas, geothermal and similar matters (collectively with the land described in Exhibit A, the "Real Property"); and

TOGETHER WITH all of the Grantor's right, title, and interest in and to all leases, Rents and profits of all of the Property (the "Leases and Rents").

The Real Property and the Leases and Rents are referred to, collectively, as the "Property."

The Property is subject to that certain Deed of Trust dated April 21, 2000, recorded April 21, 2000, under Auditor's File No. 200004210090, records of Skagit County, State of Washington from Eleanor Anne Goodwin, as her separate estate, Grantor, to Island Title Company, Trustee, to secure an obligation in favor of Whidbey Island Bank, as Beneficiary. The sale will be made without any warranty concerning the title to, or the condition of, the Property.

II

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

III

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

Loan matured August 1, 2006.

A.	Principal	\$17,235.47
B.	Interest from 5/26/06-6/4/10 at default rate (18%)	\$15,633.18
C.	Late charges	\$ 0.00
D.	Advances by Beneficiary (taxes)	\$ 5,193.60
	<b>Total arrearages</b>	<b><u>\$38,062.25</u></b>
E.	Expenses (estimate)	
	Trustee's fees	\$ 1,200.00
	Attorney's fees	\$ 0.00
	Title report	\$ 385.19
	Process service posting	\$ 260.00
	Long distance	\$ 20.00
	Recording fees	\$ 88.00
	Statutory mailings	\$ 120.00
	Photocopies	\$ 80.00
	<b>Total costs</b>	<b><u>\$2,153.19</u></b>

**Total Estimated Amount Due as of June 4, 2010: \$40,215.44**

Other potential defaults do not involve payment to the Beneficiary of the obligation secured by the Deed of Trust. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which are or may be applicable. 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 Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

Non payment of Taxes/Assessments

Default under any senior liens

ACTION NECESSARY TO CURE

Deliver to Trustee written proof that all taxes and assessments against the Property are paid current.

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.



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Failure to insure Property against hazard

Deliver to Trustee written proof that the Property is insured against hazard as required by the Deed of Trust.

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.

#### IV

The sum owing on obligation secured by the Deed of Trust is: Principal **\$17,235.47** together with interest as provided in the underlying Note and such other costs and fees as are due under the Note and Deed of Trust and as are provided by statute.

#### V

The above-described 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 **September 17, 2010**. The defaults referred to in Paragraph III must be cured prior to the sale to cause a discontinuance of the sale. The sale may be terminated any time before the sale by the Borrower, Grantor, any Guarantor, their successor in interest or the holder of any recorded junior lien or encumbrance, by 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.

#### VI

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Eleanor Anne Godwin  
3569 Green Cliffs Road  
Anacortes, WA 98221

by both first class mail and certified mail on April 12, 2010, proof of which is in the possession of the Trustee; and the Borrower and the Grantor were personally served on April 17, 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 below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

Michael D. Bohannon, Trustee  
19586 10<sup>th</sup> Avenue NE, Suite 300  
P. O. Box 2326  
Poulsbo, WA 98370 (360) 779-6665



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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 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

NOTICE TO OCCUPANTS OR TENANTS

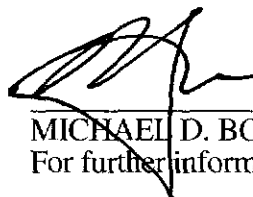
The purchaser at the trustee's sale is entitled to possession of the Property on the 20<sup>th</sup> day following the sale, as against the Grantor under the Deed of Trust (the owner) and anyone having an interest junior to the Deed of Trust, including occupants and tenants. After the 20<sup>th</sup> 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

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 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.

DATED June 4, 2010.



MICHAEL D. BOHANNON, Trustee  
For further information please call (360) 779-6665



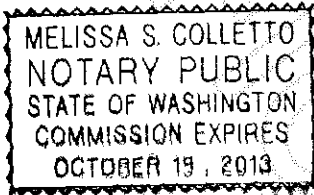
STATE OF WASHINGTON )

: ss.

County of Kitsap )

On this day personally appeared before me MICHAEL D. BOHANNON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged 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 this 4<sup>th</sup> day of June, 2010.



*Melissa S. Colletto*

NOTARY PUBLIC in and for the State of Washington

Residing at: Poulsbo, WA

My Commission Expires: 10/19/13

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.



Exhibit A  
Legal Description

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

PARCEL "A":

The East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 15, Township 34 North, Range 1 East, W.M.;

EXCEPT the North 701.93 feet thereof.

PARCEL "B":

A non-exclusive easement and right of ingress and egress for road and utility purposes, including, but not limited power, water and sewer lines, together with the right to construct and maintain said road and said lines, over and across a strip of land 60 feet in width and lying 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 15, Township 34 North, Range 1 East, W.M.; thence South  $2^{\circ}01'40''$  East, along the East line of said subdivision, a distance of 702.93 feet to a point which is 30 feet South and 30 feet East of that certain tract of land conveyed to Everett E. Davis by instrument recorded under Auditor's File No. 648560, records of Skagit County, Washington; thence North  $88^{\circ}58'47''$  West, parallel with the North line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said section, a distance of 30 feet to a point on the West line of the county road, which point is the true point of beginning of this easement center line description; thence continuing North  $88^{\circ}58'47''$  West to a point on the West line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said section, which point is the terminal point of this easement centerline description.

