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BELLINGHAM, WA 98227



201006140107  
Skagit County Auditor

6/14/2010 Page 1 of 5 10:47AM

DOCUMENT TITLE: **NOTICE OF TRUSTEE'S SALE**  
REFERENCE NUMBER OF RELATED DOCUMENT: **200510110139; 200610240094**  
GRANTOR(S): **LAUGHLAN H. CLARK, ESQ., TRUSTEE**  
GRANTEE(S): **C&R CONSTRUCTION & DEVELOPMENT**  
ABBREVIATED LEGAL DESCRIPTION: **Units 13, 14 & 15, Alpine Crest Condo**  
ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 2 OF DOCUMENT.  
ASSESSOR'S TAX PARCEL NUMBER(S): **P121577; P121578; P121579**

**NOTICE OF TRUSTEE'S SALE**

**TO:** C&R Construction & Development, Corporation  
18407 Majestic Ridge Lane  
Mount Vernon, WA 98274

Cameron R. and Mindy S. Cleeland, Personal Guarantors  
18367 Majestic Ridge Lane  
Mount Vernon, WA 98274

James T. and Elise C. Roberson, Personal Guarantors  
18407 Majestic Ridge Lane  
Mount Vernon, WA 98274

Occupant  
1612A Alpine Crest Loop  
Mount Vernon, WA 98274

Occupant  
1612B Alpine Crest Loop  
Mount Vernon, WA 98274

Occupant  
1612C Alpine Crest Loop  
Mount Vernon, WA 98274

Eaglemont Community Homeowner's Association  
P.O. Box 1543  
Mount Vernon, WA 98273

Alpine Crest Condominium Association  
P.O. Box 1543  
Mount Vernon, WA 98273

Internal Revenue Service  
Attn: District Director  
915 Second Avenue  
Seattle WA 98174

Alling Investments Inc.  
280 N. Burlington Blvd.  
Burlington, WA 98233

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the **24th day of September, 2010, at the hour of 10:00 a.m.** in the lobby of the Skagit County Courthouse, 205 W. Kincaid Street, 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:

Units 13, 14, and 15, "ALPINE CREST CONDOMINIUM," according the Declaration thereof recorded May 3, 2004, under Auditor's File No. 200405030218, records of Skagit County, Washington, and Survey Map and Plans thereof recorded under Auditor's File Number 200405030217, records of Skagit County, Washington.

Situate in Skagit County, Washington.

which is subject to that certain Deed of Trust dated October 5, 2005, and recorded on October 11, 2005, under Skagit County, Washington, Auditor's File No. 200510110139 from C&R Construction & Development Corporation, as Grantor, to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank, as Beneficiary, the beneficial interest of which is now held by Washington Federal Savings. Said Deed of Trust was modified by a Modification of Deed of Trust dated October 20, 2006, and recorded on October 24, 2006, under Skagit County Auditor's File No. 200610240094 records of Skagit County, Washington.

2. No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's



successor 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.

3. The default, for which this foreclosure is made is as follows:

Monetary Default:

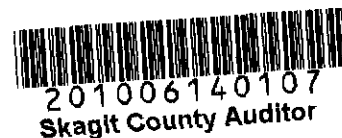
a. Failure to make monthly payments due May 1, 2010 and June 1, 2010, totaling \$6,987.07, plus Force Placed Insurance in the sum of \$11,829.30, for a total of \$18,816.37 together with default penalties pursuant to the terms of the Promissory Note dated December 1, 2008, and

Non-Monetary Default:

a. Failure to keep the property free and clear of all other charges, liens or encumbrances: 1) Delinquent real estate taxes in the sum of \$47,110.16, and 2) Delinquent dues and assessments owed to Alpine Crest Condominium Association and Eaglemont Community Homeowners Association in the sum of \$22,938.00.

4. The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$1,005,781.46, together with interest as provided in the Note or other instrument secured from the 11th day of October, 2005, and such other costs of cure and fees as are due under the Note or other instrument secured, and as are provided by statute.

5. 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. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the **24th day of September, 2010**. The defaults referred to in paragraph 3 must be cured by the **13th day of September, 2010** (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the **13th day of September, 2010** (11 days before the sale date), the default as set forth in paragraph 3 is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the **13th day of September, 2010** (11 days before the sale date), and before the sale 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 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.

6. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantors' successor in interest at the following address:

<u>NAME</u>	<u>ADDRESS</u>
C&R Construction & Development	18407 Majestic Ridge Lane Mount Vernon, WA 98274
Cameron R. and Mindy S. Cleeland, Personal Guarantor	18367 Majestic Ridge Lane Mount Vernon, WA 98274
James T. and Elise C. Roberson Personal Guarantor	18407 Majestic Ridge Lane Mount Vernon, WA 98274

by both first class and certified mail on the 15th day of April, 2010, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 17th day of April, 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.

7. The Trustee, whose name and address is 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.

8. 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.

9. 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.

10. 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.

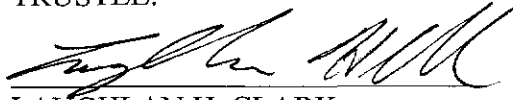


11. NOTICE TO GUARANTOR. The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's Sale is less than the debt secured by the Deed of Trust. In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property 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 cost.

The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as given to the Grantor in order to avoid the Trustee's Sale. The Guarantor will have no right to redeem the Property after the Trustee's Sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

DATED this 9 day of June, 2010.

TRUSTEE:

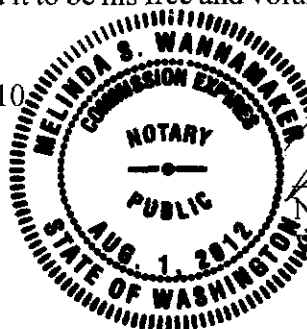


LAUGHLAN H. CLARK  
Attorney at Law  
P.O. Box 5226  
Bellingham, Washington 98227  
(360) 647-1500

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that LAUGHLAN H. CLARK signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 9, 2010



NOTARY PUBLIC in and for the State of Washington. My commission expires 8-1-12.

**THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

