

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



201006230094
Skagit County Auditor

6/23/2010 Page 1 of 8 3:34PM

NOTICE OF TRUSTEE'S SALE

| | |
|-----------------------------------|---|
| Reference Nos.: | 200709240171 (Deed of Trust) 200808280136 (Appointment of Successor Trustee) 201001140091 (Modification of Deed of Trust) |
| Grantor (s): | SKAGIT LAW GROUP, PLLC, Successor Trustee LLR GROUP, LLC, a Washington limited liability company |
| Grantee (s): | THE PUBLIC SKAGIT SYNERGY, LLC, a Washington limited liability company |
| Additional Grantor(s) on page(s): | |
| Additional Grantee(s) on page(s): | |
| Abbreviated Legal: | Ptn of Blk 8, Am. Burlington |
| Additional Legal on page(s): | 1, 2 |
| Assessor's Tax Parcel No.: | P71323 / 4076-008-006-0016 P71324 / 4076-008-006-0107 |

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, September 24, 2010, 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:

Lots 1 to 6, inclusive, Block 8, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington,

UNNOTIFIED
TOGETHER WITH that portion of the vacated West ½ of Oak Street adjoining said Lot 1 on the East.

ALSO TOGETHER WITH the North 30 feet of the vacated Magnolia Avenue, located East of Burlington Northern Railroad and West of North Oak Street, abutting said Lots 1 through 6.

ALSO TOGETHER WITH two strips of land lying in Block 8, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington, described as follows:

Strip No. 1:

That portion of that certain 25 foot wide strip of land described in deed dated July 23, 1892, from Geo D. McLean and Ella R. McLean to Seattle and Northern Railway Company (predecessor in interest to BNSF Railway Company) recorded October 28, 1892, in Volume 25, Page 123, records of Skagit County, Washington, described in said deed as lying in Lots 2, 3, 4, 5 and 6 of said Block 8.

Strip No. 2:

That portion of that certain 20 foot wide strip of land described in deed dated July 22, 1892 from Geo D. McLean and Ella R. McLean to Seattle & Montana Railway Company (predecessor in interest to BNSF Railway Company) recorded November 1, 1892, in Volume 23 of Deeds, Page 704, records of Skagit County, Washington described in said deed as lying in Lots 4, 5 and 6 of said Block 8.

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

which is subject to that certain Deed of Trust dated on or about September 21, 2007 and recorded September 24, 2007 under Auditor's File No. 200709240171, records of Skagit County, Washington, which Deed of Trust is from Skagit Synergy, LLC, a Washington limited liability company, as Grantor, to Land Title Company, as Trustee, to secure an obligation in favor of LLR Group, LLC, a Washington limited liability company, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded August 28, 2008 under Auditor's File No. 200808280136, records of Skagit County, Washington.



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(s) for which this foreclosure is made is/are as follows:

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

| | |
|--|---------------------|
| Principal due September 20, 2008: | \$230,000.00 |
| Loan origination fee: | 6,900.00 |
| Additional advancement: | 5,696.00 |
| Late charges: (11 at \$236.90/month) | 2,605.90 |
| Late charge of 9-21-08: | 28,478.38 |
| Attorney's fees: | 17,329.05 |
| Permit fees paid by Beneficiary: | 2,560.00 |
| Easement related cost paid by Beneficiary: | 4,500.00 |
| Engineering fees paid by Beneficiary: | 2,202.00 |
| Real property taxes paid by Beneficiary: | 1,857.20 |
| Accrued interest as of 6-10-10: | <u>117,715.51</u> |
| Subtotal: | \$419,844.04 |

Other potential defaults do not involve payment to the Beneficiary. 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 Beneficiary. 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:

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: | 935.94 |
| 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: | \$2,865.94 |

Total Current Estimated Amount: \$422,709.98

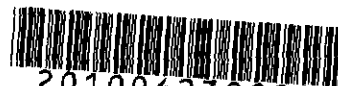
Additional Arrearages:

Interest: 6-10-10 – 9-13-10: \$ 11,452.46

Additional Costs and Fees:

| | |
|--|--------------------|
| Additional trustees' or attorney's fees: | \$ |
| Publication costs: | <u>\$ 1,000.00</u> |

Total Estimated Amount as of September 13, 2010: \$435,162.44



IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$236,900.00, as of September 21, 2007 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 **September 24, 2010**. The default(s) referred to in paragraph III must be cured by **September 13, 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 on or before **September 13, 2010** (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 **September 13, 2010** (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 Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Duane D. Youngren
Tiffany V. Youngren
16497 Dunbar Road
Mount Vernon, WA 98273

Skagit Synergy, LLC
16497 Dunbar Road
Mount Vernon, WA 98273

Duane D. Youngren
Tiffany V. Youngren
25077 Wanapum Street, S.W.
Quincy, WA 98848



Duane D. Youngren
Tiffany V. Youngren
Skagit Synergy, LLC
501 North Oak Street
Burlington, WA 98233

Occupants of:
501 North Oak Street
Burlington, WA 98233

by both first class and certified mail on August 27, 2008, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on August 28, 2008 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 who are not tenants. After the 20th 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.

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Skagit County Auditor

XI

NOTICE TO GUARANTORS

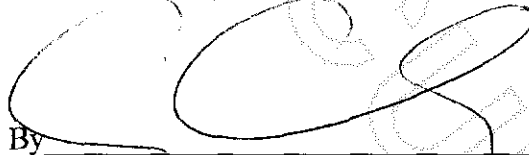
If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust; (2) the Guarantor has the same 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 Beneficiary 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 10th day of June, 2010.

SKAGIT LAW GROUP, PLLC,
a Professional Limited Liability Company,
Successor Trustee

By 

Craig E. Cammock, WSBA #24185 Member
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: June 10, 2010.



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

