



201007140051

Skagit County Auditor

7/14/2010 Page

1 of

6 1:36PM

Return Address:

LPSL Corporate Services, Inc.
Successor Trustee
Attn: Gregory R. Fox
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338

**NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET SEQ.**

GUARDIAN NORTHWEST TITLE CO.

GRANTORS:

JOSEPH D. WOODMANSEE

99388

KIMBERLY A. WOODMANSEE

GRANTEE:

LPSL CORPORATE SERVICES, INC.

ABBREV. LEGAL DESCRIPTION:

PTN. TRACTS 58 AND 59, "PLAT 1, LAKEVIEW
TRACTS, BIG LAKE, SKAGIT CO., WASH."; AND
SECTION 9, TOWNSHIP 34, RANGE 4; PTN. SE NE

TAX PARCEL NUMBER(S):

3941-000-059-0204 (P67132); 340409-1-020-0001
(P24341); 340409-1-019-0004 (P24340)

AFFECTED DOCUMENTS:

200712070075

TO:

Joseph D. Woodmansee (Borrower and Grantor)

Kimberly A. Woodmansee (Borrower and Grantor)

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or its designated representative will on the 15th day of October, 2010, at the hour of 10:00 a.m. at the main entrance of the Skagit County Courthouse, 205 West Kinkaid, Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, that real property situated in Skagit County, State of Washington, which is more particularly described as follows:

See Exhibit A.

together with all easements, rights of way, and appurtenances; all water, water rights, and ditch rights; and all other rights, royalties and profits relating to the real property; all improvements, equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property; and together with all issues and profits thereon and proceeds (including

without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property;

all of which is subject to that certain Deed of Trust ("Deed of Trust") dated December 5, 2007 and recorded December 7, 2007 under Recording No. 200712070075, records of Skagit County, Washington, from Joseph Woodmansee and Kimberly Woodmansee, husband and wife, as Grantor, to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank as Beneficiary. The Deed of Trust and the obligation secured thereby were assigned to Washington Federal Savings & Loan Association ("Washington Federal") by the Federal Deposit Insurance Corporation ("FDIC") receivership of Horizon Bank, as memorialized by an Assignment of Deed of Trust dated February 12, 2010 and recorded February 16, 2010 under Recording No. 201002160177, records of Skagit County, Washington. An Appointment of Successor Trustee appointing LPSL Corporate Services, Inc. as Successor Trustee was recorded March 26, 2010 under Skagit County Recorder's File No. 201003260073.

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 defaults for which this foreclosure is made are as follows:

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

<u>Obligations</u>	<u>Amount Outstanding</u>
1. Principal payment which was due and payable at maturity on December 7, 2009	\$3,133,880.59
2. Interest from through July 9, 2010	\$233,077.56
3. Late fees prior to maturity	\$1,450.27

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

(a) Title report:	\$5,180.62
(b) Appraisal fees:	\$3,800.00
(c) Attorney's Fees:	\$6,000.00
(d) Service/Posting/Publishing/ Notices of Default, Sale	\$2,500.00



and Foreclosure:
(e) Postage and copying expenses: \$150.00
(f) Recording fees: \$150.00

TOTAL:

\$3,386,189.04

IV.

The sum owing on the obligation secured by the Deed of Trust is: the unpaid principal balance of \$3,133,880.59, together with interest from September 22, 2009 and late charges as provided in the Promissory Note and such other advances, costs and fees as are due and will come due under the Promissory Note or other instrument, and as provided by statute.

V.

The above-referenced real property will be sold to satisfy the expenses of sale and the obligation secured by said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrance on the **15th day of October, 2010**. The sale may be terminated any time before the time of sale on the **15th day of October, 2010** (the sale date), by 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, including, but not limited to, the Promissory Note and/or Deed of Trust.

VI.

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

Grantor and Borrower: Joseph D. Woodmansee
17146 Britt Road
Mount Vernon, WA 98273

Grantor and Borrower: Kimberly A. Woodmansee
17146 Britt Road
Mount Vernon, WA 98273

by both first class and certified mail on the 18th day of February, 2010, proof of which is in the possession of the Successor Trustee; and the Notice of Default was posted on the real property on the 18th day of February, 2010, and the Successor Trustee has possession of proof of such posting.



VII.

The Successor 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 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 20th day following the sale, as against the Grantor under the Deed of Trust (the owners) and anyone having an interest junior to the Deed of Trust, 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 the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

THIS NOTICE IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: July 12, 2010.

LPSL Corporate Services, Inc.
Successor Trustee

By: Charles R. Ekberg
Charles R. Ekberg, its Vice President

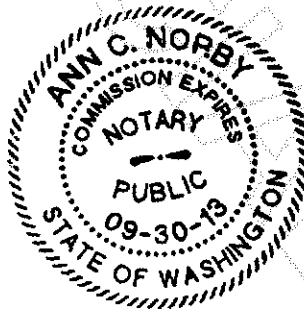
Address:
LPSL Corporate Services, Inc.
1420 Fifth Avenue, Suite 4100
Seattle, Washington 98101-2338
Phone: (206) 223-7000



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Charles R. Ekberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of LPSL Corporate Services, Inc. to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: July 12, 2010.



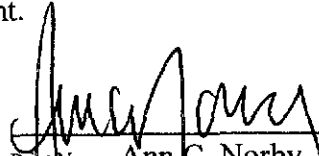

Print Name: Ann C. Norby
NOTARY PUBLIC for the State of
Washington, residing at Seattle
My appointment expires: 09/30/2013



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 "C":

That portion of Tracts 58 and 59, "PLAT 1, LAKEVIEW TRACTS, BIG LAKE, SKAGIT CO., WASH.", as per plat recorded in Volume 5 of Plats, pages 2 and 3, records of Skagit County, Washington, described as follows:

Beginning at a point on the Westerly line of said Tract 59 (as measured along said Westerly line) which is 30 feet Northerly of the Southwest corner of said Tract 59; thence Northerly along the Westerly line of said Tracts 58 and 59, 80 feet; thence Southeasterly in a straight line to a point on the Easterly line of said Tract 59 which is 50 feet Northerly, measured at right angles to the South line of said Tract 59 or said South line extended East; thence Southerly along the Easterly line of said Tract 59 to the Southeast corner of said Tract 59; thence Northwesterly in a straight line to the point of beginning.

PARCEL "D":

The East ½ of the Southeast ¼ of the Northeast ¼ of Section 9, Township 34 North, Range 4 East, W.M.

TOGETHER WITH the West ½ of the Southeast ¼ of the Northeast ¼ of Section 9, Township 34 North, Range 4 East, W.M.

EXCEPT the North 728.50 feet of the South 983.50 feet of the West 598.00 feet thereof.

AND ALSO EXCEPT road along the North line thereof.

{end of Exhibit "A"}

