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Skagit County Auditor

9/10/2010 Page 1 of 6 1:26PM

LAND TITLE OF SKAGIT COUNTY

AFTER RECORDING RETURN TO:

Bishop, White, Marshall & Weibel, P.S.

720 Olive Way, Suite 1301

Seattle, WA 98101

(206) 622-7527

Ref: Check, Check & Rhodes Development, LLC, 1920.1006761

Reference Number(s) of Documents assigned or released: 200909030046 and 200708310138

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

Grantee: Check, Check, & Rhodes Development, LLC (CC&R Development, LLC); a Washington Limited Liability Company, who acquired title as Check, Check & Rhodes, LLC and Phillip Rhodes; as his separate estate

Abbreviated Legal Description as Follows: Ptn Blk 1113, N.P. To Anacortes (aka Lots 1, 2, 7 & 8, Survey #200406290201).

Ptn. Lots 5-10, Blk. 16, Bowman's Ship Harbor aka Lot 1, Survey AF #200406210184

Assessor's Property Tax Parcel/Account Number(s): 3776-016-013-0007/P56850, 3809-113-002-0000/P121776, 3809-113-004-0004/P58242, 3809-113-018-0008/P58245

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White, Marshall & Weibel, P.S. will on December 10, 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;

- a) The North 75.57 feet of Lots 5 through 9, together with the North 75.57 feet of the East 20.00 feet of Lot 10, Block 16, Bowman's Central Ship Harbor Water Front Plat of Anacortes, according to the plat thereof recorded in Volume 2 of Plats, page 33, records of Skagit County, Washington.

Except any portion of said lots lying seaward of the ordinary high water line.

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(Also known as Lot 1 of Survey recorded June 21, 2004, under Auditor's File No. 200406210184, records of Skagit County, Washington.)
Situated in Skagit County, Washington.

which is subject to that certain Deed of Trust dated August 30, 2007, recorded August 31, 2007, under Auditor's File No. 200708310138 records of Skagit County, Washington, from J. Phillip Rhodes, as his separate estate, as Grantor, to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank as beneficiary.

b) Said sale will also include:

Parcel 'A'

Lots 1 and 2, Block 1113, 'Northern Pacific Addition to Anacortes', according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington. (Also known as Lot 1 of Survey 200406290201)

Parcel 'B'

Lots 3 and 4 and the Easterly 10 feet of Lot 5, Block 1113, 'Northern Pacific Addition to Anacortes', according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington. (Also known as Lot 2 of Survey 200406290201)

Parcel 'D'

Lots 16 and 17 and the Westerly 20 feet of Lot 18, except the Easterly 10 feet of Lot 16, Block 1113, 'Northern Pacific Addition to Anacortes', according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington. (Also known as Lot 8 of Survey 200406290201)

Situate in Skagit County, Washington

which is subject to that certain Deed of Trust dated March 26, 2009, recorded September 3, 2009, under Auditor's File No. 200909030046 records of Skagit County, Washington, from Check, Check, & Rhodes Development, LLC (CC&R Development, LLC); a Washington Limited Liability Company, who acquired title as Check, Check & Rhodes, LLC, as Grantor, to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank as beneficiary. Said Deed of Trust was renewed on March 26, 2009.

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 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:

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

Unpaid principal balance payable in full as of 10/9/2009	\$727,534.29
Accrued Late Charges	\$989.70
Estimated accrued and unpaid interest from 9/10/2009 to 9/8/2010 at 7.000% Interest continues to accrue after said date.	\$51,493.68
Estimated accrued and unpaid default interest from 9/10/2009 to 9/8/2010 at 4.000% Interest continues to accrue after said date.	\$29,424.96
TOTAL DEFAULT	<u>\$809,442.63</u>

IV

The sum owing on the obligation secured by the Deed of Trust is: \$727,534.29, together with interest from September 10, 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 December 10, 2010. The promissory note which is the basis of this foreclosure, became due and payable on October 9, 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.

by both first class and certified mail on June 25, 2010, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on June 25, 2010, with said written notice of default or the written notice of default was posted in a conspicuous place on the real

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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

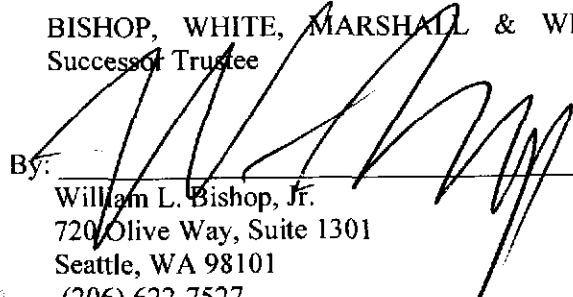
The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following 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.

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.



EFFECTIVE DATE: September 8, 2010

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

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

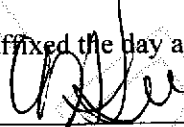
State of Washington)

) ss.

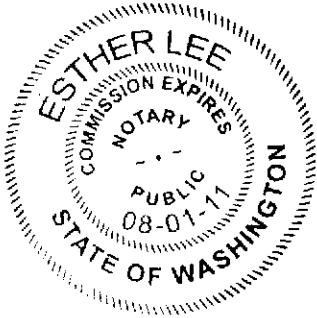
County of King)

On this 9th day of September, 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 & Weibel, 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: Esther Lee
NOTARY PUBLIC in and for the State of
Washington at King County
My Appt. Exp: 8-1-2011



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'Mailing List'

Check, Check, & Rhodes Development, LLC
(CC&R Development, LLC)
3917 Aaron Ct.
Bellingham, WA 98226

J. Phillip Rhodes
3917 Aaron Ct.
Bellingham, WA 98226

Timothy Sean Check
3917 Aaron Ct.
Bellingham, WA 98226

Jane Doe Rhodes
Spouse of J. Phillip Rhodes
3917 Aaron Ct.
Bellingham, WA 98226

Ayumi Takabe-Check
3917 Aaron Ct.
Bellingham, WA 98226

J. Phillip Rhodes
428 Stonebluff Rd.
El Paso, TX 79912

Jane Doe Rhodes
Spouse of J. Phillip Rhodes
428 Stonebluff Rd
El Paso, TX 79912

J. Phillip Rhodes
7427 Sunrise Estate Dr
Anacortes, WA 98221

Jane Doe Rhodes
Spouse of J. Phillip Rhodes
7427 Sunrise Estate Dr
Anacortes, WA 98221

J. Phillip Rhodes
c/o John and Patricia Rhodes
428 Stonebluff Rd
El Paso, TX 79912



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