

After Recording Mail To:  
J. Roderik Stephens  
The Stephens Law Firm  
612 Harrison Street, Suite 201  
Sumner, WA 98390



201009160044  
Skagit County Auditor

9/16/2010 Page 1 of 4 1:37PM

TO:

GUARDIAN NORTHWEST TITLE CO.

Grandview's Burlington Hill, LLC, PO Box 159, Arlington, WA 98223  
Scott T. Wammack, Guarantor, PO Box 159, Arlington, WA 98223  
William B Foster, Registered Agent, 4300 198th St SW #100, Lynnwood, WA 98046  
Scott Wammack, Guarantor, 129 N Olympic Ave, Arlington, WA 98223  
Internal Revenue Service, 915 2nd Ave, Stop W243, Seattle WA 98174  
Dept of Revenue, Compliance Section, 20819 72nd Ave S, #680, Kent WA 98032  
First Savings Bank Northwest, Grantee, 201 Wells Ave S, Renton WA 98057  
The Stephens Law Firm, J. Roderik Stephens, Trustee

100031

### NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 17th day of December, 2010 at the hour of 10:00 o'clock A. M. at Front Steps, Skagit County Superior Courthouse, 205 W Kincaid St, 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 describes real property, situated in the County(ies) of Skagit, State of Washington, legally described as follows, to-wit:

Lots 50 and 51, "PLAT OF TINAS COMA", as per plat recorded August 11, 2000, under Auditor's File No. 200008110004, records of Skagit County, Washington

Tax account numbers: 4755-000-050-0000 and 4755-000-051-0000

Commonly known as: 1255 Hillcrest Drive and 1125-1057n Burlington Heights Pl, Burlington, WA 98233

Which is subject to that certain Deed of Trust dated the 20th day of September, 2007, recorded on the 24th day of September, 2007, under Auditor's File No. 200709240184, records of Skagit County, Washington, from Grandview's Burlington Hill, LLC, a Washington Limited Liability company, as Grantor, to First Financial Diversified Corporation, as Trustee, to secure an obligation in

UNRECORDED  
favor of Executive House, Inc., n/k/a First Savings Bank Northwest, as Beneficiary, the beneficial interest in which was assigned by N/A, under an Assignment recorded under Auditor's File No. N/A [Include recording information for all counties if the Deed of Trust is recorded in more than one county.]

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:  
Failure to pay delinquent property taxes for Lot 50 in the amount of \$3,809.67: provide proof of payment  
Failure to pay delinquent property taxes for Lot 51 in the amount of \$39,318.45: provide proof of payment  
Failure to pay loan in amount of \$4,811,067.18: provide proof of payment  
Failure to pay accrued interest in the amount of \$258,194.83: provide proof of payment  
Failure to provide proof of insurance coverage: provide proof of insurance coverage  
Failure to provide proof of compliance with terms, conditions and assessments of Tinas Coma Homeowner's Assoc:  
provide proof of compliance

IV.

The sum owing on the obligation secured by the Deed of Trust is :

Principal \$ 4,811,067.18, together with interest as provided in the note or other instrument secured from the 20th day of September, 2007, 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 expenses 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 the 17th day of December, 2010. The default(s) referred to in paragraph III must be cured by the 6th day of December, 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 the 6th day of December, 2010 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 6th day of December, 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.

Page -2-



201009160044  
Skagit County Auditor

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

Grandview's Burlington Hill, LLC, PO Box 159, Arlington, WA 98223

Scott T. Wammack, Guarantor, PO Box 159, Arlington, WA 98223

William B Foster, Registered Agent, 4300 198th St SW #100, Lynnwood, WA 98046

Scott Wammack, Guarantor, 129 N Olympic Ave, Arlington, WA 98223

by both first-class and certified mail on the 12th day of August, 2010, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 14th day of August, 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.

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 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.

Dated this 15 day of September, 2010.

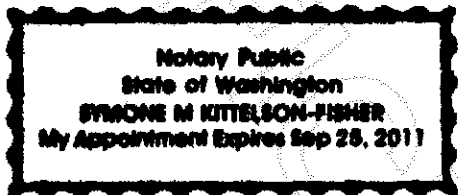
J. Roderik Stephens, Trustee  
The Stephens Law Firm  
612 Harrison Street, Suite 201  
Sumner WA 98390

253-863-2525



State of Washington )  
 ) : ss  
County of Pierce )

On this 15<sup>th</sup> day of September, 2010, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn personally appeared J. RODERIK STEPHENS, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official seal hereto affixed the day and year first above written.



*Symone M Kittelson-Fisher*  
Notary Public in and for the State of Washington, residing in: Graham  
Commission expires: 9/25/11  
Printed name of notary: Symone Kittelson-Fisher



201009160044  
Skagit County Auditor