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Skagit County Auditor

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AFTER RECORDING RETURN TO:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101
(206) 622-7527
Ref: Dave Gold, Inc., 1452.1036151

Reference Number(s) of Documents assigned or released: 200410250211

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

LAND TITLE OF SKAGIT COUNTY

Grantee: Dave Gold Inc., a Washington Corporation

138599-SA

Abbreviated Legal Description as Follows: Lots 13-15, Blk 11, Tuttle & Buckley's

Assessor's Property Tax Parcel/Account Number(s): P60443/3834-011-015-0006

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 June 3, 2011 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;

Lots 13, 14 and 15, Block 11, "Tuttle & Buckley's Plat of Anacortes, Skagit Co., Wash.," as per plat recorded in Volume 2 of Plats, page 23, records of Skagit County, Washington.

Situate in City of Anacortes, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated October 21, 2004, recorded October 25, 2004, under Auditor's File No. 200410250211 records of Skagit County, Washington, from Dave Gold Inc., a Washington Corporation, as Grantor, to Washington Services, Inc., a Washington Corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings as

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beneficiary. Said Deed of Trust was modified on October 24, 2006 under Auditor's File No. 200610240137 and again on October 27, 2008 under Auditor's File No. 200810270124 and again on May 15, 2009 under Auditor's File No. 200905150057. 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:

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

Unpaid principal balance payable in full as of 10/22/2010	\$165,325.00
Estimated accrued and unpaid interest from 11/1/2010 to 2/27/2011 at 5.250% Interest continues to accrue after said date.	2,800.31
Subtotal	\$168,125.31
LIP Balance Credit	(\$325.00)
TOTAL DEFAULT	<u>\$167,800.31</u>

IV

The sum owing on the obligation secured by the Deed of Trust is: \$165,325.00, together with interest from November 1, 2010 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 June 3, 2011. The promissory note which is the basis of this foreclosure, became due and payable on October 22, 2010. 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.

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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 January 3, 2011 and January 27, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on January 4, 2011, 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 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

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'Mailing List'

Dave Gold, Inc.
c/o David G. Gold, reg. agt.
P.O. Box 1720
Anacortes, WA 98221

David G Gold
PO Box 1720
Anacortes, WA 98221

Dave Gold Inc.
PO Box 1720
Anacortes, WA 98221

Lori L Gold
PO Box 1720
Anacortes, WA 98221

Dave Gold Inc.
c/o David G. Gold, reg. agt.
6529 Almita Vista Place
Anacortes, WA 98221

Dave Gold Inc.
6529 Almita Vista Place
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Lori L Gold
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Anacortes, WA 98221

David G Gold
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Anacortes, WA 98221

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