



201103110085

Skagit County Auditor

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When recorded, mail to:

REGIONAL TRUSTEE SERVICES CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104

Trustee's Sale No: 01-CM-99673

GUARDIAN NORTHWEST TITLE CO.



100348

NOTICE OF TRUSTEE'S SALE

Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq.

TO: CITIPOINT CHURCH
VIEWCREST ASSEMBLY OF GOD
MORRIS NILSON
JOSEPH D. WOODMANSEE

NOTICE IS HEREBY GIVEN that the undersigned Trustee, REGIONAL TRUSTEE SERVICES CORPORATION, will on **JUNE 10, 2011**, at the hour of **10:00 AM**, at **THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE BLDG., 3RD & KINCAID, MT. VERNON, WA**, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAGIT, State of Washington:

PTN OF SE-NW AND SW-NW OF SECTION 15, TOWNSHIP 34, RANGE 4 W.M., SKAGIT COUNTY, WASHINGTON; AS MORE FULLY DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Tax Parcel No: 340415-2-015-0115 (P24856); 340415-2-012-0126 (P24835); 340415-2-014-0025 (P24851), commonly known as 1810 MARTIN RD., MOUNT VERNON, WA.

The Property is subject to that certain (i) Deed of Trust dated 4/9/2008, recorded 4/10/2008, under Auditor's/Recorder's No. 200804100134, records of SKAGIT County, Washington, from CITIPOINT CHURCH, FORMERLY KNOWN AS VIEWCREST ASSEMBLY OF GOD, A WASHINGTON NON-PROFIT CORPORATION, as Grantor, to LAND TITLE CO. OF SKAGIT COUNTY, as Trustee, in favor of PEOPLES BANK, as Beneficiary (ii) Commercial Guaranty dated 4/9/2008 between Citipoint Church, as Borrower, Morris Nilson, as Guarantor, and Peoples Bank, as Lender (iii) Commercial Guaranty dated 4/9/2008 between Citipoint Church, as Borrower, Joseph D. Woodmansee, as Guarantor, and Peoples Bank, as Lender. The above documents are hereinafter collectively referred to as the "Deed of Trust". The beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by PEOPLES BANK.

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/are made are as follows:

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 7/10/2010, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH. IN ADDITION, THE BENEFICIARY WILL REQUIRE AS A CONDITION TO REINSTATEMENT THAT YOU PROVIDE RELIABLE WRITTEN EVIDENCE THAT ALL PROPERTY TAXES AND HAZARD INSURANCE PREMIUMS ARE PAID CURRENT AS PROVIDED IN THE DEED OF TRUST.

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

	Amount due as of March 11, 2011

Delinquent Payments from July 10, 2010	
9 payments at \$ 20,533.07 each	\$ 184,797.63
(07-10-10 through 03-11-11)	
Late Charges:	\$ 900.00
Beneficiary Advances:	\$ 34,225.00
Legal Fees:	\$ 11,378.10
	=====
TOTAL:	\$ 231,300.73

LOAN WILL MATURE ON 4/10/2011

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$3,504,896.30, 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 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 June 10, 2011. The default(s) referred to in paragraph III must be cured by April 9, 2011 (day before maturity date under the Note) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before April 9, 2011 (day before maturity date under the Note) 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 at any time after April 9, 2011 (day before maturity date under the Note) and before the sale, by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying



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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, Grantor and Guarantor at the following addresses:

CHERYL NILSON, 23145 GUNDERSON RD, MOUNT VERNON, WA, 98273
CITIPOINT CHURCH, FKA VIEWCREST ASSEMBLY OF GOD, 1810 MARTIN RD., MOUNT VERNON, WA, 98273
CITIPOINT CHURCH, FKA VIEWCREST ASSEMBLY OF GOD, 830 N. 16TH STREET, MOUNT VERNON, WA, 98273
CITIPOINT CHURCH, 830 N. 16TH STREET, MOUNT VERNON, WA, 98273
JOSEPH D. WOODMANSEE, 17146 BRITT RD, MOUNT VERNON, WA, 98273-6598
KIMBERLY A. WOODMANSEE, 17146 BRITT RD, MOUNT VERNON, WA, 98273-6598
MORRIS NILSON, 23145 GUNDERSON RD, MOUNT VERNON, WA, 98273
SPOUSE OF JOSEPH D. WOODMANSEE, 17146 BRITT RD, MOUNT VERNON, WA, 98273-6598
SPOUSE OF MORRIS NILSON, 23145 GUNDERSON RD, MOUNT VERNON, WA, 98273
THE EVANGEL TABERNACLE OF MOUNT VERNON, 830 N. 16TH STREET, MOUNT VERNON, WA, 98273
VIEWCREST ASSEMBLY OF GOD, 830 N. 16TH STREET, MOUNT VERNON, WA, 98273
VIEWCREST ASSEMBLY OF GOD, 621 N. 15TH STREET, MOUNT VERNON, WA, 98273
VIEWCREST ASSEMBLY OF GOD CHURCH, 830 N. 16TH STREET, MOUNT VERNON, WA, 98273
VIEWCREST ASSEMBLY OF GOD, INC., 830 N. 16TH STREET, MOUNT VERNON, WA, 98273

by both first class and certified mail on 2/1/2011, proof of which is in the possession of the Trustee; and on 2/2/2011, the Borrower and Grantor were personally served 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's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 of 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 same pursuant to RCW

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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

The obligation secured by the Deed of Trust being foreclosed herein was not incurred primarily for personal, family or household purposes. Pursuant to RCW 61.24.100, the subject foreclosure does not preclude any judicial or non-judicial foreclosure of any other deeds of trust, mortgage, security agreements or other security interests granted to secure this obligation. The Beneficiary hereby reserves its right to foreclose any or all additional security.

XI

NOTICE TO GUARANTORS

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.

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.

The Guarantor will have no rights to redeem the property after the trustee's sale.

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.

In any action for 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.

XII

RESERVATION OF RIGHTS

The obligation secured by the Deed of Trust being foreclosed herein was not incurred primarily for personal, family or household purposes. Pursuant to RCW 61.24.100(3)(b), the subject foreclosure of this Deed of Trust does not preclude any judicial or non-judicial foreclosure of any other deeds of trust, mortgage, security agreements or other security interests granted to secure this obligation. The Beneficiary hereby reserves its right under RCW 61.24.100(3)(b) and other applicable law, to foreclose, after the Trustee's Sale, any or all additional security, including without limitation, real property security pledged pursuant to that certain Deed of Trust dated 11/1/2004 and recorded 11/5/2004 under Auditor's/Recorder's No. 200411050098, records of SKAGIT County, Washington; originally granted for the benefit of PEOPLES BANK, as beneficiary.



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DATED: March 10, 2011.

REGIONAL TRUSTEE SERVICES CORPORATION
Trustee

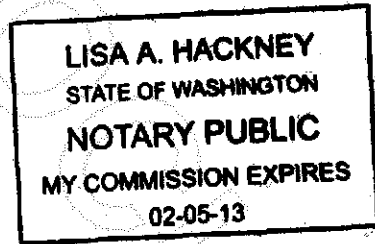
By *Deborah Kaufman*
DEBORAH KAUFMAN, VICE PRESIDENT
Address: 616 1st Avenue, Suite 500
Seattle, WA 98104
Phone: (206) 340-2550
Sale Information: www.rtrustee.com

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On 3/10/2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DEBORAH KAUFMAN, to me known to be the VICE PRESIDENT of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Witness my hand and seal the day and year first above written.

Lisa A. Hackney
Notary Public residing at Edmonds, WA
Printed Name: Lisa A Hackney
My Commission Expires: 2/5/2013



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EXHIBIT FOR LEGAL DESCRIPTION
Trustee's Sale No. 01-CM-99673

EXHIBIT 'A'

PARCEL "A":

That portion of the Southeast ¼ of the Northwest ¼ of Section 15, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northwest corner of the Southeast ¼ of the Northwest ¼ of said Section; thence South along the West line thereof 20 feet to the Southerly line of McLoughlin Road and the true point of beginning; thence continuing South along said West line 666.63 feet to the Northwest corner of that certain parcel described in real estate contract in favor of Kenneth Moore and Phyllis Marie Moore and recorded under Auditor's File No. 8305270054; thence East along the North line of said Moore parcel and said line extended 980.15 feet; thence North parallel to the West line of said Southeast ¼ of the Northwest ¼ 666.36 feet, more or less, to the South line of McLoughlin Road; thence West along the South line to the point of beginning.

PARCEL "B":

The East ½ of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 15, Township 34 North, Range 4 East, W.M.,

EXCEPT the North 20 feet thereof;

ALSO EXCEPT that portion conveyed to the State of Washington, for highway purposes by deed dated May 29, 1986, and recorded under Auditor's File No. 8610010020, records of Skagit County, Washington;

AND ALSO EXCEPT from all of the above, the South 616 feet thereof.

TOGETHER WITH a 20.00 foot wide easement for utilities over, under and across the East 20.00 feet of the West 180.00 feet of the following described tract:

Beginning at the Southeast corner of the above described subdivision; thence North 0°37'39" East 40.00 feet along the East line of said subdivision to the Northerly margin of that certain right-of-way conveyed to the State of Washington by deed recorded under Auditor's File No. 8610010020, East College Way, and being the true point of beginning; thence continue North 0°37'39" East 271.00 feet along said East subdivision line; thence North 89°30'17" West 92.00 feet parallel with the South line of said subdivision; thence North 0°37'39" East 163.00 feet; thence North 89°15'47" West 245.93 feet to the West line of said subdivision; thence South 0°39'20" West 435.04 feet along said West line to the North margin of said East College Way at a point bearing North 89°30'17" West from the true point of beginning; thence South 89°30'17" East 338.14 feet along said North margin of East College Way to the true point of beginning.

PARCEL "C":

The West ½ of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 15, Township 34 North, Range 4 East, W.M.;



EXCEPT State Road No. 1-G running along the South line thereof as conveyed to the State of Washington by deed recorded September 6, 1938, in Volume 175 of Deeds, page 303, records of Skagit County, Washington,

ALSO EXCEPT from the above described tract the South 626 feet thereof;

ALSO EXCEPT the North 30 feet thereof as deeded to the City of Mount Vernon in deed dated October 24, 1984 and recorded under Auditor's File No. 8412270016.

PARCEL "D":

A non-exclusive easement for ingress, egress and underground utilities over and across the West 30 feet of Tracts "A" and "B" of Short Plat No. MV-5-82, approved August 23, 1982 and recorded August 24, 1982 under Auditor's File No. 8208240024, in Volume 6 of Short Plats, page 10, records of Skagit County, Washington, as conveyed and set forth in that certain "Easement and Development Agreement" recorded November 30, 1982, under Auditor's File No. 8211300047.

PARCEL "E":

The West ½ of the Southwest ¼ of the Northwest ¼ of Section 15, Township 34 North, Range 4 East, W.M., in the County of Skagit, State of Washington,

EXCEPT the South 511 feet thereof,

EXCEPT that portion conveyed to the City of Mount Vernon by Quit Claim Deeds recorded under Auditor's File Numbers 8412270017 and 9207280047, records of Skagit County, Washington,

ALSO EXCEPT County roads,

AND ALSO EXCEPTING from the above described tract the West 177.00 feet (as measured from the East right-of-way margin of Martin Road as conveyed to the City of Mount Vernon by Quit Claim Deed recorded under Auditor's File No. 9207280047) of the South 185.00 feet thereof.

TOGETHER WITH a 20.00 foot wide easement for utilities over, under and across the South 20.00 feet of the last described exception.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters.

Together with all 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.

