



201103160024

Skagit County Auditor

3/16/2011 Page 1 of 4 10:28AM

After Recording Return to:  
John E. Woodbery  
800 Bellevue Way N.E. Suite 400  
Bellevue, WA 98004

**NOTICE OF TRUSTEE'S SALE**

**I.**

NOTICE IS HEREBY GIVEN that the undersigned Trustee, John E. Woodbery, will on the 24<sup>th</sup> day of June , 2011, at the hour of ten o'clock AM on the front steps of the Skagit County Court House in Mount Vernon, Washington, 98104 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 described real property, situated in the County of Skagit, State of Washington, to-wit:

LOTS 7 AND 8 EXCEPT THE WESTERLY 20 FEET OF SAID LOT 7, BLOCK 6, LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGES 37 THROUGH 43, RECORDS OF SKAGIT COUNTY WASHINGTON;

TOGETHER WITH SHORELANDS OF SECOND CLASS SITUATED IN FRONT OF, ADJACENT TO OR ABUTTING THEREON,

AND LOTS 7 AND 8 EXCERPT THE WESTERLY 20 FEET OF SAID LOT 7, BLOCK 5 LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS ,PAGES 37 THROUGH 43, RECORDS OF SKAGIT COUNTY WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON

TAX ACCOUNT NUMBERS: 3937-006-008-0019, 3937-006-007-0002, 3937-005-008-0003, 3937-005-007-0004

Which is subject to that certain Deed of Trust dated August 3 ,2004, recorded September 9,2004, under Skagit County Recorder's File No. 200408250069 records of Skagit County, Washington, from Sean Kean, as Grantor, to Chicago Title Insurance Company, as Trustee, to secure an obligation in favor of Sharol K. Adams-Griffith and Sally M. Chenoweth, as Beneficiaries.

No action commenced by the Beneficiaries 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:

1. Breach of the Promissory Note dated August 3, 2004.
2. The entire sum due for principal and interest on the note as specified in Paragraph IV herein.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$240,000.00, together with interest as provided in the note or other instrument secured from the 20th day of August, 2004, less interest payments made thereafter 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 the 24<sup>th</sup> day of June, 2011. The default(s) referred to in paragraph III must be cured by the 11<sup>th</sup> day of June, 2011 (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 11<sup>th</sup> day of June, 2011, (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 11<sup>th</sup> day of June, 2011 (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.

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

<u>Name</u>	<u>Address</u>
Sean Kean	1241 NE Richmond Beach RD Shoreline, WA 98177

by both first class and certified mail on the 26th day of January, 2011, proof of which is in the possession of the Trustee; and on February 4, 2011 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.

John E. Woodbery  
800 Bellevue Way, N. E., Ste. 400  
Bellevue, WA 98004

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.

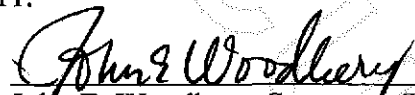
Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the 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 29<sup>th</sup> day following sale, as against the Grantors under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

DATED this 10<sup>th</sup> day of March, 2011.



John E. Woodbery, Successor Trustee  
800 Bellevue Way, N.E., Ste. 400  
Bellevue, WA 98004  
(425) 637-3012

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



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Skagit County Auditor

STATE OF WASHINGTON  
COUNTY OF KING

On this day personally appeared before me John E. Woodbery, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of March 2011.



Deborah Skoglund  
Print name: Deborah Skoglund  
NOTARY PUBLIC in and for the State of  
Washington, residing in King County  
My commission expires: December 10, 2012



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Skagit County Auditor