

COVER SHEET

Return To:

Fairhaven Legal Associates, P.S.
P.O. Box 526
Burlington, Washington 98233

DOCUMENT TITLE(S)

Notice of Trustee's Sale

REFERENCE NUMBER(S)

200901230107; 200905120026

GRANTOR(S)

1) Ellis, John; Ellis, Shannon

GRANTEE(S)

1) Summit Bank

LEGAL DESCRIPTION

(Abbreviated) NE 1/4 of SW 1/4, 16-34-4 E.W.M. (Complete Legal Description Attached to Document as Exhibit "A")

ASSESSORS PARCEL / TAX ID NUMBER:

P25067, 340416-3-002-0000; P25068, 340416-3-003-0009; P25069, 340416-3-004-0008



20110524052

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1:16PM

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 26th day of August, 2011, at the hour of 10:00 o'clock a.m. at the main entrance of the Skagit County Courthouse located at 205 W. Kincaid St., 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, situate in the County of Skagit, State of Washington, to-wit:

(Please see attached full legal description Exhibit "A")

which is subject to that certain Deed of Trust dated December 17, 2008, recorded January 23, 2009, under Auditor's File No. 200901230107, and subject to a subsequent Deed in Lieu of Foreclosure dated January 5, 2009, recorded May 12, 2009, under Auditor's File No.

200905120016, records of Skagit County Washington, from John Ellis and Shannon Ellis as

Grantor(s) to Land Title Insurance Company, as Trustee, which Trustee has been succeeded by

DAVID L. DAY of Fairhaven Legal Associates, P.S., to secure an obligation in favor of Summit

Bank, as Beneficiary.

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 Borrowers' or Grantor's default on the

obligation secured by the Deed of Trust.

III.

The default for which this foreclosure is made is as follows: Prior to the recording of the

Deed in Lieu of Foreclosure on May 12, 2009 under Auditor's File No. 200905120016, the

Borrowers failed to protect the Beneficiary's secured interest from encumbrance in accordance

with the Promissory Note and Deed of Trust dated December 17, 2008, which Deed of Trust was

recorded January 23, 2009 under Skagit County Auditor's File No. 200901230107, in that a

Judgment Lien was recorded against the real property on February 19, 2009 under Skagit County

Auditor's File No. 200902190058. The principal amount of the judgment lien is \$713,983.23,

plus interest, other charges, costs and fees set forth in the Notice of Foreclosure as are provided

by statute.



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under the Grantor of all their interest in the above-described property.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or

VII.

requesting it, a statement of all costs and fees due at any time prior to the sale.

The Trustee whose name and address is set forth below will provide in writing to anyone

VI.

and the Trustee has possession of proof of such service or posting.

default was posted in a conspicuous place on the real property described in paragraph I above, served on the 10th day of April, 2011 with said written notice of default or the written notice of possession of the Trustee; the Borrower and Grantor or his successor in interest was personally by both first class and certified mail on the 12th day of April, 2011, proof of which is in the

John W. Ellis
Shannon E. Ellis
2988 E. College Way
Mount Vernon, WA 98273

and Grantor or his successor in interest at the following addresses:

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower

V.

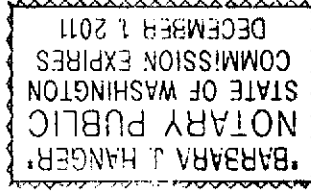
pursuant to statute, and curing all other defaults.

interest secured by the Deed in Lieu of Foreclosure, plus costs, fees, and advances, if any, made interest or the holder of any recorded junior lien or encumbrance paying the entire principal and sale date), and before the sale by the Borrower, Grantor, any Guarantor, or his successor in may be terminated by the Grantor anytime after the 15th day of August, 2011 (11 days before the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale terminated if at any time before the 15th day of August, 2011 (11 days before the sale date), the before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and The default referred to in paragraph III must be cured by the 15th day of August, 2011 (11 days express or implied, regarding title, possession, or encumbrances on the 26th day of August, 2011. title vested in Summit Bank as provided by statute. The sale will be made without warranty, The above-described real property will be sold to satisfy the expense of sale and to clear

IV.

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My Commission Expires: 12/1/11
NOTARY PUBLIC for the State of Washington

Barbara J. Hanger

GIVEN under my hand and official seal this 10th day of May, 2011.
purposes therein mentioned.
acknowledged that he signed the same as his free and voluntary act and deed, for the uses and
individual described in and who executed the within and foregoing instrument, and
On this day personally appeared before me DAVID L. DAY to me known to be the

STATE OF WASHINGTON)
(ss:)
COUNTY OF SKAGIT)

DAVID L. DAY, Successor Trustee
POB 526
Burlington, WA 98233
(360) 755-0611

David L. Day

DATED this 10 day of May, 2011.
shall provide a tenant with written notice in accordance with RCW 61.24.060.
summary proceedings under chapter 59.12 RCW. For tenant-occupied property, the purchaser
anyone having an interest junior to the deed of trust, including occupants who are not tenants by
twentieth day following the sale, as against the Grantor under the deed of trust (the owner) and
The purchaser at the trustee's sale is entitled to possession of the property on the

NOTICE TO OCCUPANTS OR TENANTS

IX.

for invalidating the Trustee's Sale.
to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds
opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant
Anyone having any objection to the sale on any grounds whatsoever will be afforded an

VIII.

EXHIBIT "A"

PARCEL "A":

The West 165 feet of the East 660 feet of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 34 North, Range 4 East, W.M.

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

PARCEL "B":

The West 330 feet of the East 495 feet of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 34 North, Range 4 East, W.M.,

EXCEPT from both of the above Parcels, the South 50 feet as conveyed to Clearlake Lumber Co., a corporation by deed executed January 29, 1908, by the Cedarvale Lumber Company, and recorded February 10, 1908, in Volume 72 of Deeds, page 547.

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

PARCEL "C":

That portion of the East 165 feet of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 34 North, Range 4 East, W.M., lying South of the South line of that certain 15 foot wide strip conveyed to the City of Mount Vernon by deed recorded March 1, 1983, under Auditor's File No. 8303010015,

EXCEPT the South 60 feet thereof.

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

EXCEPT from all of Parcels "A", "B" and "C", those portions conveyed to the City of Mount Vernon by deed recorded April 9, 1999, under Auditor's File No. 9904090045.



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