



201107210079  
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

13990-0

AFTER RECORDING RETURN TO:

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

720 Olive Way, Suite 1201

Seattle, WA 98101

(206) 622-7527

Ref: Cline Construction and Design LLC, 1452.1113411

**Reference Number(s) of Documents assigned or released:** 200804300177

**Document Title:** Notice of Trustee's Sale

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

**Grantee:** Cline Construction and Design LLC, a Washington Limited Liability Company

**Abbreviated Legal Description as Follows:** Tr R, Survey #9204200040, Fidalgo Bay Aggregation

**Assessor's Property Tax Parcel/Account Number(s):** 3841-016-028-0001 / P60704

**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 October 21, 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;

Lot R, "Fidalgo Bay Addition to Anacortes Map of Aggregation," recorded in Volume 12 of Surveys, pages 147 and 148, under Auditor's File No. 9204200040, records of Skagit County, Washington, being a portion of Blocks 15 through 32, "Fidalgo Bay Addition to Anacortes", as per plat recorded in Volume 2 of Plats, Page 24, records of Skagit County, Washington; Together with ingress, egress and utilities over, under and across all roadways and easements as delineated on the face of said plat. Situate in the County of Skagit, State of Washington.

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which is subject to that certain Deed of Trust dated April 29, 2008, recorded April 30, 2008, under Auditor's File No. 200804300177 records of Skagit County, Washington, from Cline Construction and Design LLC, a Washington Limited Liability Company, as Grantor, to Westward Financial Services Inc, as Trustee, to secure an obligation in favor of Horizon Bank as beneficiary. Said Deed of Trust was assigned on June 10, 2011 to Washington Federal Savings & Loan Association under Auditor's File No. 201106100039. 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	\$110884.06
Estimated accrued and unpaid interest to 7/21/2011 at 7.625%	7,690.32
<b>Interest continues to accrue after said date.</b>	
<b>TOTAL DEFAULT</b>	<b><u>\$110,884.06</u></b>

IV

The sum owing on the obligation secured by the Deed of Trust is: \$110,884.06, together with interest from August 23, 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 October 21, 2011. The promissory note which is the basis of this foreclosure, became due and payable on May 1, 2011. 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 June 16, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on June 17, 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 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.

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'**

Cline Construction and Design LLC  
c/o John W. Cline, Reg. Agt.  
PO Box 1055  
Anacortes, WA 98221

John W. Cline  
511 MacBeth  
Anacortes, WA 98221

Jane Doe Cline  
Spouse of John W. Cline  
511 MacBeth  
Anacortes, WA 98221

John W. Cline  
2519 17th St  
Anacortes, WA 98221

Jane Doe Cline  
Spouse of John W. Cline  
2519 17th St  
Anacortes, WA 98221

Jane Doe Cline  
Spouse of John W. Cline  
PO Box 1055  
Anacortes, WA 98221

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