

Return Address:

LPSL Corporate Services, Inc.
Successor Trustee
Attn: Gregory R. Fox
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338



201112160144
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

136682-3

**NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET SEQ.**

GRANTOR (TRUSTEE): LPSL CORPORATE SERVICES, INC.
GRANTEE: J. PHILLIP RHODES
ABBREV. LEGAL DESCRIPTION: PTN LOTS 5-10, BLK 16, BOWMANS CENTRAL SHIP
HARBOR WTR FRT PLAT OF ANAC, AKA LOT 1,
SURVEY # 200406210184
TAX PARCEL NUMBER(S): 3776-016-013-0007 (P56850)
AFFECTED DOCUMENTS: 200708310138

TO: Check, Check, & Rhodes Development, LLC (Borrower)
CC & R Development LLC (Borrower)
J. Phillip Rhodes (Borrower and Grantor)
Timothy Sean Check (Guarantor)
Other Parties in Interest

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or its designated representative will on the **16th day of March, 2012, at the hour of 10:00 a.m.** at the main entrance of the Skagit County Courthouse, 205 West Kincaid, Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, that real property situated in Skagit County, State of Washington, which is more particularly described as:

THE NORTH 75.57 FEET OF LOTS 5 THROUGH 9, TOGETHER WITH THE NORTH 75.57 FEET OF THE EAST 20.00 FEET OF LOT 10, BLOCK 16, "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT TO ANACORTES, SKAGIT CO., WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT ANY PORTION OF SAID LOTS LYING SEAWARD OF THE ORDINARY HIGH WATER LINE.

(ALSO KNOWN AS LOT 1 OF SURVEY RECORDED JUNE 21, 2004, UNDER AUDITOR'S FILE NO. 200406210184, RECORDS OF SKAGIT COUNTY, WASHINGTON.)

SITUATE IN THE CITY OF ANACORTES, 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); all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters; and all other Personal Property described in the Deed of Trust;

all of which is subject to that certain Construction Deed of Trust ("Deed of Trust") dated August 30, 2007, and recorded August 31, 2007 under Instrument No. 200708310138, records of Skagit County, Washington, from J. Phillip Rhodes, as his separate estate, as Grantor under said Deed of Trust ("Grantor"), to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank as Beneficiary. The Deed of Trust and the obligation secured thereby were assigned to Washington Federal by the Federal Deposit Insurance Corporation ("FDIC") receivership of Horizon Bank, as memorialized by an Assignment of Deed of Trust, Mortgages and Other Loan Documents dated November 21, 2011, and recorded November 22, 2011 under Instrument No. 201111220080, records of Skagit County, Washington. An Appointment of Successor Trustee appointing LPSL Corporate Services, Inc. as Successor Trustee was recorded November 22, 2011 under Instrument No. 201111220079, records of Skagit County, Washington.

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 defaults for which this foreclosure is made are as follows:

Failure to pay the following amounts when due:

114934.0186/5228417.1
5th Street Property


201112160144
Skagit County Auditor

Obligations

Amount Outstanding

1. Matured principal balance	\$727,534.29
2. Unpaid interest through December 14, 2011	\$180,387.99
3. Property tax advances	\$30,469.59
4. Insurance advances	\$17,110.52
5. Late fees	\$989.70

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs and fees:

(a) Title report	\$1,420.00
(b) Attorneys' fees	\$18,754.79
(c) Appraisal fees	\$2,100.00
(d) Other expenses	\$3,243.79
(e) Service/Posting/Publishing/ Notices of Default, Sale & Foreclosure	\$2,500.00
(f) Postage and copying expenses	\$100.00
(g) Recording fees	<u>\$100.00</u>
Subtotal:	\$28,218.58

TOTAL: \$984,710.67

IV.

The sum owing on the obligation secured by the Deed of Trust is: the unpaid principal balance of \$727,534.29, advances for taxes and insurance of \$47,580.11, together with interest from September 10, 2009 as provided in the Promissory Note and such other advances, costs and fees as are due and will come due under the Promissory Note or other instrument, and as provided by statute.

V.

The above-referenced real property will be sold to satisfy the expenses of sale and the obligation secured by said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrance on the **16th day of March, 2012**. The sale may be terminated any time before the time of sale on the **16th day of March, 2012** (the sale date) by 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, including, but not limited to, the Promissory Note and/or Deed of Trust.

VI.

A written Notice of Default was transmitted by the Beneficiary to the Borrower and Grantor at the following addresses:

Borrower: Check, Check, & Rhodes Development, LLC
(CC & R Development, LLC)
3917 Aaron Ct
Bellingham, WA 98226

Borrower and Grantor: J. Phillip Rhodes
3917 Aaron Ct
Bellingham, WA 98226

Borrower and Grantor: J. Phillip Rhodes
428 Stonebluff Rd
El Paso, TX 79912

Borrower and Grantor: J. Phillip Rhodes
7427 Sunrise Estate Dr
Anacortes, WA 98221

Borrower and Grantor: J. Phillip Rhodes
c/o John and Patricia Rhodes
428 Stonebluff Rd
El Paso, TX 79912

by both first class and certified mail on the 25th day of June, 2010, proof of which is in the possession of the Successor Trustee; and the written Notice of Default was posted on the real property situated in Skagit County on the 25th day of June, 2010, proof of which is also in the possession of the Successor Trustee.

VII.

The Successor 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 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 20th day following the sale, as against the Grantor under the Deed of Trust (the owners) and anyone having an interest junior to the Deed of Trust, 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 the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

Special Notice to Guarantor

Pursuant to RCW 61.24.042, each Guarantor is hereby notified that: (1) each 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) each Guarantor has the same rights to pay the debt, cure the default, or repay the debt as is given to the Borrower and Grantor in order to avoid the Trustee's sale; (3) each Guarantor will have no right to redeem the property after the Trustee's sale; (4) 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; and (5) in any action for a deficiency, each Guarantor will have the right to establish the fair value of the subject property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit each Guarantor's 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.



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

DATED: December 16, 2011.

LPSL Corporate Services, Inc.
Successor Trustee

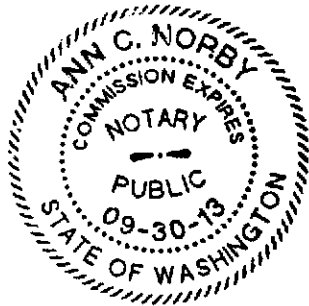
By: [Signature]
Gregory R. Fox, its Vice President

Address:
LPSL Corporate Services, Inc.
1420 Fifth Avenue, Suite 4100
Seattle, Washington 98101-2338
Phone: (206) 223-7000

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Gregory R. Fox is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of LPSL Corporate Services, Inc. to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: December 16, 2011.



[Signature]
Print Name: Ann C. Norby
NOTARY PUBLIC for the State of
Washington, residing at Seattle
My appointment expires: 09/30/2013

