



201210310076

Skagit County Auditor

10/31/2012 Page 1 of 7 12:57PM

LAND TITLE OF SKAGIT COUNTY

144501-14

AFTER RECORDING RETURN TO:

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

720 Olive Way, Suite 1201

Seattle, WA 98101

(206) 622-7527

Ref: Lindsay, Britton, 1452.1210401

Reference Number(s) of Documents assigned or released: 201001190170

Document Title: NOTICE OF TRUSTEE'S SALE

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

Grantee: Britton Lindsay, A Married Man As His Separate Property

Abbreviated Legal Description as Follows: Ptns S1/2 of N1/2 & N1/2 of S1/2, 1-36-3 E W.M.

Assessor's Property Tax Parcel/Account Number(s): P47530

**NOTICE: AS THE RESULT OF AN ORDER ENTERED IN A BANKRUPTCY PROCEEDING, BRITTON DENNIS LINDSAY MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID BALANCE OF THE BELOW REFERENCED LOAN. HOWEVER, THE BENEFICIARY RETAINS A DEED OF TRUST DESCRIBED BELOW WHICH IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.**

**NOTICE: IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THEN THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT BUT IS INTENDED ONLY TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST.**

**NOTICE: IF YOU ARE PERSONALLY LIABLE TO PAY THIS OBLIGATION, WE WISH TO INFORM YOU THAT WE ARE A DEBT COLLECTOR. ANY INFORMATION YOU PROVIDE TO US WILL BE USED FOR THE PURPOSES OF FORECLOSING THE DEED OF TRUST MENTIONED BELOW.**

**NOTICE OF TRUSTEE'S SALE**

I

**NOTICE IS HEREBY GIVEN** that the undersigned Bishop, White, Marshall & Weibel, P.S. will on March 1, 2013 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;

See Legal Description attached hereto and made a part hereof as Exhibit "A".

which is subject to that certain Deed of Trust dated January 8, 2010, recorded January 19, 2010, under Auditor's File No. 201001190170 records of Skagit County, Washington, from Britton

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Lindsay, A Married Man As His Separate Property, as Grantor, to Washington Services, Inc., A Washington Corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings as beneficiary. Washington Federal Savings is now known as Washington Federal. 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:

**Delinquent Monthly Payments Due from 11/1/2011 through 10/1/2012:**

**7 payment(s) at \$3717.00**  
**5 payment(s) at \$4012.00**

**Total:** \$46,079.00

**Late Charges:**  
**12 late charge(s) at \$134.70**

for each monthly payment not made within 15 days of its due date

**Total Late Charges** \$1,616.40  
**Property Inspection Fees** \$25.00  
**TOTAL DEFAULT** \$47,720.40

IV

The sum owing on the obligation secured by the Deed of Trust is: \$450,830.13, together with interest from October 1, 2011 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 March 1, 2013. The payments, late charges, or other defaults must be cured by February 18, 2013 (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 February 18, 2013 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured

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and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after February 18, 2013 (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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on September 19, 2012, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 20, 2012, 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.



If the Trustee's Sale is set aside for any reason, the submitted bid will be forthwith returned without interest and the bidder will have no right to purchase the property. Recovery of the bid amount without interest constitutes the limit of the bidder's recourse against the Trustee and/or the Beneficiary.

XI

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 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, 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

NOTICE

**THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.**

You have only 20 DAYS from the recording date on this notice to pursue mediation.

**DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW** to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

**SEEKING ASSISTANCE**

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission:

Telephone: (1-877-894-4663)

Website: <http://www.commerce.wa.gov/site/1356/default.aspx>



The United States Department of Housing and Urban Development:

Telephone: (1-800-569-4287)

Website:

<http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys:

Telephone: (1-800-606-4819)

Website: <http://nwjustice.org/what-clear>

EFFECTIVE DATE: October 31, 2012

BISHOP, WHITE, MARSHALL & WEIBEL, P.S.,  
Successor Trustee

*(Handwritten Signature)*  
By: \_\_\_\_\_

William L. Bishop, Jr.  
720 Olive Way, Suite 1201  
Seattle, WA 98101  
(206) 622-7527

State of Washington     )  
  ) ss.  
County of King            )

On this 29 day of October, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William L. Bishop, Jr., to me known to be an Officer of Bishop, White, Marshall & Weibel, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

**ANDREW NAMKUNG**  
STATE OF WASHINGTON  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES  
05-11-16

*(Handwritten Signature)*

Name: Andrew Namkung  
NOTARY PUBLIC in and for the State of  
Washington at King County  
My Appt. Exp: 5/11/2016



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**LEGAL DESCRIPTION**

**EXHIBIT "A"**

That portion of the North ½ of Section 1, Township 36 North, Range 3 East, W.M., lying Westerly of the Westerly right of way line of Primary State Highway No. 1 and Southeasterly of the following described line:

Beginning at a point on the Northeasterly right of way line of that certain tract conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 349150 and that is North 41°19'18" West, a distance of 224.87 feet from its intersection with the South line of said North ½ of said Section 1; thence North 48°40'42" East, a distance of 1,654.46 feet to the West line of Primary State Highway No. 1 at Station LW975+50 according to Primary State Highway No. 1 Alger to Lake Samish plans, sheet 3 of 5, approved July 29, 1958, and the terminus of this line description.

**TOGETHER WITH** that portion of the Northwest ¼ of the Southeast ¼ of Section 1, Township 36 North, Range 3 East, W.M., lying Easterly of the County road described as follows:

Beginning at the Northwest corner of said Northwest ¼ of the Southeast ¼;  
thence North 89°48'11" East along the North line thereof, a distance of 410.83 feet;  
thence South 41°45'58" East, a distance of 79.86 feet;  
thence South 07°40'35" West, a distance of 72.38 feet;  
thence South 72°35'14" West, a distance of 311.63 feet to the East line of the Lake Samish Road;  
thence North 37°35'02" West along said East line, a distance of 223.48 feet;  
thence North 40°04'13" West along said East line, a distance of 32.26 feet to the West line of the Northwest ¼ of the Southeast ¼ of said Section 1;  
thence North 00°09'36" East along said West line, a distance of 21.36 feet to the point of beginning of this description,

**EXCEPT** that portion of the South ½ of the Northeast ¼ of Section 1, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Northeast ¼;  
thence North 89°48'11" East along the South line thereof, a distance of 410.83 feet to the point of beginning of this description;  
thence North 41°45'58" West, a distance of 335.76 feet;  
thence North 48°40'40" East, a distance of 1,340.04 feet to the West line of Primary State Highway No. 1 (Interstate Highway No. 5) at Station LW974+00 according to Primary State Highway No. 1 Alger to Lake Samish right of way plans, sheet 2 of 5 sheets, approved July 29, 1958;  
thence South 15°27'10" East along said West line, a distance of 1,173.92 feet to the South line of the Northeast ¼ of said Section 1;  
thence South 89°48'11" West along said South line, a distance of 1,095.52 feet to the point of beginning of this description,

**AND EXCEPT** any portion lying Westerly of the Easterly line of those County right of ways as conveyed by deeds under Auditor's File Nos. 349150 and 116912, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



**'Mailing List'**

Britton Lindsay  
570 Lohink Place  
Bellingham, WA 98229

Lonnie Lindsay  
570 Lohink Place  
Bellingham, WA 98229

Britton Dennis Lindsay  
C/O John G Kamb, Sr  
702 Main St  
Mount Vernon, WA 98273

Virginia A. Burdette, Trustee  
600 Stewart St Ste 1300  
Seattle, WA 98101



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