



201605160114

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Skagit Law Group, PLLC
P.O. Box 336 / 227 Freeway Drive, Ste B
Mount Vernon, WA 98273

Skagit County Auditor

\$82.00

5/16/2016 Page

1 of

10 11:12AM

NOTICE OF TRUSTEE'S SALE

Reference Nos.:	201206010082 (Deed of Trust) 201306210095 (Partial Reconveyance) 201603040030 (Appointment of Successor Trustee)
Grantor(s):	SKAGIT STATE BANK, now known as SKAGIT BANK; SKAGIT LAW GROUP, PLLC, a Professional Limited Liability Company, Successor Trustee
Grantee(s):	D & D LANDHOLDING CO., LLC, a Washington Limited Liability Company; THE PUBLIC
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legal:	Parcel A, BLA Survey #201005120047; ptn NW $\frac{1}{4}$ SW $\frac{1}{4}$ and ptn SW $\frac{1}{4}$ NW $\frac{1}{4}$, 4-34-2E, W.M.
Additional Legal on page(s):	2, 3
Assessor's Tax Parcel No.:	340204-2-001-0009 / P19877

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, August 26, 2016, at the hour of 10:00 a.m.**, at the entrance/front steps of the Skagit County Courthouse located at 205 W. Kincaid Street, 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:

Parcel A of that certain Boundary Line Adjustment Survey approved April 23, 2010, recorded May 12, 2010, under Auditor's File No.

201005120047, records of Skagit County, Washington, and being more fully described as follows:

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway right-of-way at a point 1,023.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

Thence South 40 rods, more or less, to a point 26 rods South of the $\frac{1}{2}$ Section line;

Thence East 8 rods;

Thence North 40 rods, more or less, to the South line of said Highway;

Thence West along the South line of said Highway to the place of beginning.

EXCEPT the South 200 feet thereof;

AND EXCEPT that portion conveyed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 Jet SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837;

AND that portion of said Section, described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway at a point 1,012.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

Thence East along the South line of said Highway 11 feet;

Thence South 431 feet;

Thence West 11 feet;

Thence North 431 feet to the point of beginning.

EXCEPT that portion annexed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 JET SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837.

TOGETHER WITH the West 67.40 feet of the following described property:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway, 80 rods East of the Section line between Sections 4 and 5, said Township and Range;

Thence West 10 rods along the South line of said Anacortes-Mount Vernon Highway;

Thence South 8 rods;

Thence East parallel to the South line of said Highway 10 rods to the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;

Thence North 8 rods along the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ to the point of beginning;

EXCEPT any portion thereof lying within the boundaries of a tract conveyed to George Sullivan and Dora Sullivan, husband and wife, by deed dated April 29, 1946, recorded May 18, 1946, in Volume 209 of Deeds, page 449, under Auditor's File No. 391956, records of Skagit County, Washington,

Situate in the City of Anacortes, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated May 30, 2012 and recorded June 1, 2012 under Auditor's File No. 201206010082, records of Skagit County, Washington, which Deed of Trust is from D & D LANDHOLDING CO., LLC, a Washington Limited Liability Company, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of SKAGIT STATE BANK, (now known as SKAGIT BANK), as Beneficiary. Skagit Law Group, PLLC, a Washington Professional Limited Liability Company, is now Trustee by reason of an Appointment of Successor Trustee recorded March 4, 2016 under Auditor's File No. 201603040030, 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 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:

Failure to pay when due the following amounts which are now in arrears:

Failure to make monthly installments of \$7,752.95
due on the 1st day of each month for the months of:
September, 2015 through May, 2016: \$69,776.55

Unpaid accrued interest: \$895.50

Late fees owed (as of May 13, 2016): \$3,899.98

Total: **\$74,572.03**

Demand having been given and no payment having been received, all principal, interest and late fees are now due.

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults. Any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

<u>Other Default:</u>	<u>Action to Cure Default:</u>
TAXES/ASSESSMENTS	Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current.
FAILURE TO INSURE PROPERTY AGAINST HAZARD	Deliver to Successor Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
LIENS	Deliver to Successor Trustee written proof that all senior liens are paid current and that no other defaults exist.
JUDGMENTS	Deliver to Successor Trustee written proof that all senior judgments are paid current and that no other defaults exist.
WASTE	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.

UNAUTHORIZED SALE
OF PROPERTY (DUE
ON SALE)

Revert title to permitted vestee.

Costs and Fees:

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

Trustee's fee:	\$1,500.00
Attorney's fees:	\$4,401.78
Title report:	\$2,007.25
Service/posting of foreclosure notices:	210.00
Recording fees:	176.00
Mailing costs:	125.00
Photocopies:	25.00
Subtotal:	\$8,445.03

Total Current Estimated Amount: \$83,017.06

Additional Arrearages:

Payment due 6/1/2016:	\$7,752.95
Late fee (June installment):	\$387.65
Payment due 7/1/2016:	\$7,752.95
Late fee (July installment):	\$387.65
Payment due 8/1/2016:	\$7,752.95
Late fee (August installment):	\$387.65
Subtotal:	\$24,421.80

Additional Costs and Fees:

Additional trustees' or attorney's fees:	\$ ----
Publication costs:	\$ <u>1,200.00</u>

Total Estimated Amount as of August 15, 2016: \$108,638.86

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of **\$731,521.75** as of May 13, 2016, together with interest as provided in the note or other instrument secured, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V

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 without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or encumbrances on **August 26, 2016**. The default(s) referred to in paragraph III must be cured by **August 15, 2016** (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 **August 15, 2016** (11 days before the sale date) the default(s) as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after **August 15, 2016** (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:

D & D Landholding Co., LLC
1602 Lindsay Loop
Mount Vernon, WA 98273

Shropshire Law Firm, PLLC
Registered Agent of:
D & D Landholding Co., LLC
1223 Commercial Street
Bellingham, WA 98225

D & D Landholding Co., LLC
P. O. Box 1156
Anacortes, WA 98221-6156

D & D Landholding Co., LLC
8212 South March Point Road
Anacortes, WA 98221-8684

Don Lee
1602 Lindsay Loop
Mount Vernon, WA 98274

Don Lee
P. O. Box 1156
Anacortes, WA 98221-6156

Darrin Wightman
1602 Lindsay Loop
Mount Vernon, WA 98274

Darrin Wightman
P. O. Box 1156
Anacortes, WA 98221-6156

by both first class and certified mail on March 7, 2016, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on March 7, 2016 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 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 waiver of any proper grounds for invalidating the Trustee's sale.

X

**THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE 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 access 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: Toll-free: 1-877-894-HOME (1-877-894-4663)

Web site:

http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors_foreclosure.htm

The United States Department of Housing and Urban Development:

Telephone: Toll-free: 1-800-569-4287

Web site:

<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: Toll-free: 1-800-606-4819

Web site: <http://nwjustice.org/what-clear>

XI

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 owner) and anyone having an interest junior to the Deed of Trust, including occupants 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 Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

XII

NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (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. The failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the Grantor, or the trustee's sale.

XIII

This is an attempt to collect a debt and any information obtained will be used for that purpose.

DATED this 13th day of May, 2016.

SKAGIT LAW GROUP, PLLC,
a Professional Limited Liability Company,
Successor Trustee

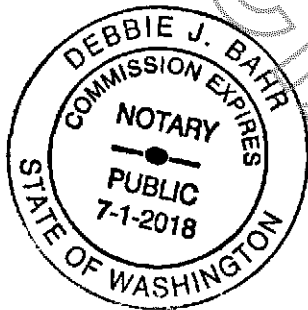
By 

Craig E. Cammock, WSBA #24185, Member
227 Freeway Drive, Ste B/P. O. Box 336
Mount Vernon, WA 98273
Telephone: (360) 336-1000

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Craig E. Cammock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Skagit Law Group, PLLC, a Washington Professional Liability Company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: May 13, 2016.



Debbie J. Bahr

NOTARY PUBLIC

Printed Name: Debbie J. Bahr

My appointment expires: 07-01-2018