

Filed for Record at Request of:  
David R. Riley  
Weinstein, Treiger & Riley, P.S.  
2101 Fourth Avenue, Suite 900  
Seattle, WA 98121



200310030116

Skagit County Auditor

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## NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, *et. seq.*

TO: Lazy Hazel, L.L.C.  
725 West Hazel  
Mt. Vernon, WA 98273

Complete Plant Maintenance, Inc.  
2087 Northshore Rd.  
Bellingham, WA 98226-7864

Complete Plant Maintenance, Inc.  
1310 "G" Street  
Bellingham, WA 98225

William Tadlock  
3929 Timothy Court  
Bellingham, WA 98226

Jennifer Lind  
1281 Starfish Road  
Freeland, WA 98249-9552

Boyd Sobey  
638 Sudden Valley  
Bellingham, WA 98226

Thomas Rowe  
2087 N. Shore  
Bellingham, WA 98226

### I.

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee, David R. Riley of Weinstein, Treiger & Riley, P.S., will on the 2<sup>nd</sup> day of January, 2004, at the hour of 3:00 o'clock p.m. at the Skagit County Courthouse, 205 West Kincaid Street, in the City of Mt. Vernon, 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, legally described on Exhibit "A" attached hereto and briefly described as follows:

PTN. NW NE, SEC. 30, T 34N, R4EWM

Assessor's Property Tax Parcel Account Number(s): Account No. 340430-0-194-0204 (Property No. P29040);  
Account No. 340430-0-194-0006 (Property No. P29039).

which is subject to that certain Deed of Trust dated September 10, 1999, recorded September 21, 1999, under Auditor's File No. 199909210138, records of Skagit County, Washington, from Lazy Hazel, L.L.C., as Grantor, to Island Title Company, as Trustee, to secure an obligation in favor of Frontier Bank, as Beneficiary.

**II.**

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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:

Failure to pay when due the following amounts which are now in arrears and/or other defaults:

<b>A. Monthly Payments (5 monthly payments @ \$10,750.00)</b> <b>(May, 2003 through September, 2003):</b>	\$53,750.00
<b>B. Default Interest:</b>	\$16,857.94
<b>C. Late Charges:</b>	\$2,687.50

**Total Arrearage: \$73,295.44**

**D. Trustee's Expenses**

**(Itemization)**

Attorney's Fees	\$850.00
Title Report	\$2,872.87
Process Service	\$60.00
Photocopies	\$15.00
Statutory Mailings	\$35.00
Recording Fees	\$25.00
Toll Calls	\$0.00
Publication	\$0.00
Inspection Fees	\$0.00
Other	\$0.00

**Total Costs: \$3,857.87**

**Total Amount Due: \$77,153.31**

Defaults other than failure to make monthly payments: None.



IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$1,218,445.42, together with interest as provided in the note or other instrument secured from the 1<sup>st</sup> day of April, 2003, 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 the 2<sup>nd</sup> day of January, 2004. The default(s) referred to in paragraph III must be cured by the 22<sup>nd</sup> day of December, 2003 (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 the 22<sup>nd</sup> day of December, 2003 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 22<sup>nd</sup> day of December, 2003 (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 Trustee to the Borrower and Grantor at the following address:

725 West Hazel St.  
Mt. Vernon, WA 98273

1310 "G" Street  
Bellingham, WA 98225

by both first class and certified mail on the 23<sup>rd</sup> day of June, 2003, and to

2087 Northshore Rd.  
Bellingham, WA 98226-7864

by both first class and certified mail on the 28<sup>th</sup> day of July, 2003, proof of which is in the possession of the Trustee; and on June 24, 2003, the Borrower and Grantor were personally served with said written notice of default **OR** the written notice of default was posted on 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 a waiver of any proper grounds for invalidating the Trustee's sale.

**X.**

The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues, or other information about the real property being foreclosed should obtain all such information independently.

**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 and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.





**EXHIBIT "A"**

That part of the Northwest Quarter of the Northeast Quarter of Section 30, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the North line of Hazel Street, Mount Vernon, 108 feet West of the intersection of the North line of Hazel Street and the West line of Walter Street in said city;  
thence West along the North line of Hazel Street 168 feet;  
thence North at right angles parallel with the West line of Walter Street to the point of intersection with the South line of First Street in the City of Mount Vernon;  
thence Northeasterly along said South line to a point North of the point of beginning and being 108 feet West of the West marginal line of Walter Street, measured at right angles therefrom;  
thence South to point of beginning.

(Being Lots 1 to 9, inclusive in vacated Block, 9, PLAT OF SOUTHERN ADDITION TO MOUNT VERNON, according to the Plat recorded in Volume 2 of Plats, page 110, records of Skagit County, Washington)

TOGETHER WITH that portion of vacated Douglas Street adjacent thereto and together with the West Half of vacated alley adjacent thereto.

Situate in Skagit County, Washington.



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