

Recorded at the Request of:  
Michael D. Bohannon  
Sherrard McGonagle  
Bohannon & Miller, P.S.  
P. O. Box 400  
Poulsbo, WA 98370



200501240167  
Skagit County Auditor

1/24/2005 Page 1 of 5 3:22PM

### NOTICE OF TRUSTEE'S SALE

**CHICAGO TITLE ICG33564**

Reference Number: 200204180076  
Grantor: Kerry D. and Stacey A. Learned  
Grantee: Whidbey Island Bank  
Legal Description: Lot 1, Skagit County Short Plat No. 50-77, being ptn. Gov't Lot 9 of 13-34-3  
Tax Parcel Number: 340313-0-035-0100

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

Michael D. Bohannon

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee will on **April 22, 2005, at 9:30 a.m.**, at the main entrance of the Skagit County Courthouse, located at 205 W. Kincaid, 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:

Lot 1, Skagit County Short Plat No. 50-77, approved August 19, 1977, recorded August 23, 1977 in Volume 2 of Short Plats, page 107, under Auditor's File No. 863252 and being a portion of Government Lot 9, Section 13, Township 34 North, Range 3 East of the Willamette Meridian.

EXCEPTING THEREFROM, the following described tract:

Beginning at the Southeast corner of Lot 2 of said Short Plat No. 50-77;  
Thence North 89°23'15" West 150.02 feet to the apparent Southwest corner of said Lot 2 and the true point of beginning of this description;  
Thence North 89°23'15" West 61.07 feet to the Northwest corner of Lot 4 of said Short Plat No. 50-77;  
Thence North 6°53'42" East 525.78 feet to the apparent Northwest corner of Lot 2 of Short Plat;  
Thence South 1°27'01" West 521.33 to the point of beginning.

Situated in Skagit County, Washington.

The aforescribed real property is subject to that certain Deed of Trust dated April 17, 2002, recorded April 18, 2002, under Auditor's File No. 200204180076, records of Skagit County, State of Washington from Kerry D. and Stacey A. Learned as Grantors, to Island Title Company, Trustee, to secure an obligation in favor of Whidbey Island Bank, who as the original Beneficiary or due to

assignment, is now the current Beneficiary. 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 secured by the Deed of Trust in any Court by reason of the Grantor's default on the obligation secured.

## III

The defaults for which this foreclosure is made are as follows:

Currently Due to Reinstate:

### Arrearages

#### Monthly Payments:

Payment Due 08/04	2,248.40
Late Fee	50.00
Payment Due 09/04	2,248.40
Late Fee	50.00
Payment Due 10/04	2,248.40
Late Fee	50.00
Payment Due 11/04	2,248.40
Late Fee	50.00
Payment Due 12/04	2,248.40
Late Fee	50.00
Payment Due 01/05	2,248.40
Late Fee	50.00

Delinquent Monthly Payments Including Late Fees **\$13,790.40**

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

2003-2004 Real Property Taxes (plus interest and penalties)	<b>\$8,543.95</b>
Road Assessment (plus interest and penalties, if applicable)	<b>\$ -0-</b>

### 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 to reinstate the Deed of Trust.

Trustees' or Attorneys' Fees	\$ 850.00
Title Report	1,008.87
Service/Posting of Foreclosure Notices	200.00
Long Distance Telephone Charges	15.00
Recording Fees	45.00
Statutory Mailing Costs	30.00
Photocopies	20.00
<b>Subtotal</b>	<b>2,168.87</b>



200501240167

Skagit County Auditor

**Total Current Estimated Reinstatement Amount:**

**\$24,503.22**

**Additional Arrearages**

Payment Due 02/05	2,248.40
Late Fee	50.00
Payment Due 03/05	2,248.40
Late Fee	50.00
Payment Due 04/05	2,248.40
Late Fee	50.00
<b>Subtotal</b>	<b>\$6,895.20</b>

**Additional Costs and Fees**

Additional Trustees' or Attorney's Fees	****
Publication Costs	600.00
<b>Subtotal</b>	<b>600.00</b>

**Total Estimated Reinstatement Amount as of April 11, 2005:**

**\$31,998.42**

**IV**

The sum owing on obligation secured by the Deed of Trust is: Principal **\$259,292.99**, together with interest as provided in the underlying Note and such other costs and fees as are due under the Note and Deed of Trust 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 **April 22, 2005**. The defaults referred to in paragraph III must be cured by **April 11, 2005**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **April 11, 2005**, the defaults 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 **April 11, 2005** and before the sale by the Grantors' 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.

**VI**

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

Kerry D. & Stacey A. Learned  
17530 State Route 536  
Mt. Vernon, WA 98273

Kerry D. & Stacey A. Learned  
3519 E. Broadway  
Mt. Vernon, WA 98274-8717

Occupant  
17530 State Route 536  
Mt. Vernon, WA 98273

by both first class mail and certified mail on December 16, 2004



200501240167

Skagit County Auditor

possession of the Trustee; and the Borrower and the Grantor were personally served on December 18, 2004, 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.

Michael D. Bohannon, Trustee  
19717 Front Street NE  
P. O. Box 400  
Poulsbo, WA 98370  
(360) 779-5551

## 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 are afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the 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 and tenants. After the 20<sup>th</sup> 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.

## XI

### NOTICE TO GUARANTORS

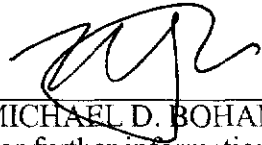
If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust; (2) the Guarantor has the same 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.



200501240167

Skagit County Auditor

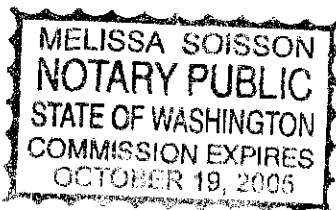
DATED this January 20, 2005.

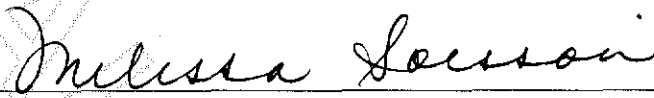
  
MICHAEL D. BOHANNON, Trustee  
For further information please call (360) 779-5551

STATE OF WASHINGTON )  
: ss.  
County of Kitsap )

This is to certify that before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL D. BOHANNON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this January 20, 2005.



  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Bainbridge Is., WA  
My Commission Expires: 10/19/05

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.



200501240167  
Skagit County Auditor

1/24/2005 Page

5 of

5 3:22PM