



200602100039

Skagit County Auditor

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AFTER RECORDING RETURN TO:  
Law Offices of Karen L. Gibbon, P.S.  
6317 Phinney Avenue North  
Seattle, WA 98103

116343-P  
LAND TITLE OF SKAGIT COUNTY

## AMENDED NOTICE OF TRUSTEE'S SALE

## I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Karen L. Gibbon, P.S., will on March 17th, 2006, at the hour of 10:00 AM, at the main entrance of the Skagit County Courthouse, 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:

LOT 5 B OF THE CITY OF BURLINGTON SHORT PLAT NO. BURL-3-91, AS APPROVED APRIL 21, 1992, RECORDED APRIL 27, 1992, VOLUME 10 OF SHORT PLATS, PAGE 77, UNDER AUDITOR'S FILE NUMBER 9204270026, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING A PORTION OF LOT 5 IN THE CASCADE MALL BINDING SITE PLAN, RECORDED IN VOLUME 8 OF SHORT PLATS PAGES 170 THROUGH 180, BEING A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4, SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, WM.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, AS GRANTED BY EASEMENT RECORDED JULY 31, 1989, UNDER AUDITOR'S FILE NO. 8907270006, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR STORM DRAINAGE, AS GRANTED BY EASEMENT RECORDED JULY 31, 1989, UNDER AUDITOR'S FILE NO. 8907210036, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. (TAX PARCEL NO. 340406-4-001-0522)

(commonly known as 120 Cascade Mall Drive, Burlington, WA 98233), which is subject to that certain Deed of Trust, dated September 17, 1999, recorded September 17, 1999, under Auditor's File No. 199909170066 together with Deed of Trust Modification dated December 24, 2001, and recorded January 7, 2002, as Auditor's File No. 200201070138 records of Skagit County, Washington, from Armada Vancouver Company, a Washington Corporation, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation of Armada/West Campus, Inc., in favor of Asia Europe Americas Bank, as Beneficiary, the beneficial interest in which has been assigned to J. Terry Moss and Susan K. Moss, husband and wife, under Skagit County Auditor's File No. 200602020058.

## 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 for which this foreclosure is made is as follows: Failure to pay when due the following amounts which are now in arrears:

## Promissory Note due in full:

Principal balance:	\$598,828.79
Unpaid Accrued Interest through February 8, 2006:	\$98,303.56
Plus interest thereafter at \$241.20 per diem.	
Accrued late charges:	\$29,941.44
Less suspense or rents received:	\$0.00
<b>TOTAL AMOUNT DUE:</b>	<b>\$727,073.79</b>

Default other than failure to make payments:

Delinquent General Taxes for 2003, 2004 and 2005 in the amounts of \$14,091.78, \$14,835.08 and \$14,020.84 respectively, plus applicable interest and penalties.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$598,828.79, together with interest as provided in the note or other instrument secured from November 16, 2004, 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 said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances at 10:00 a.m., on March 17th, 2006. The defaults referred to in paragraph III, together with any subsequent advances, costs and fees hereafter due, must be cured before the sale to cause a discontinuance of the sale. The sale may be terminated any time before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance paying the principal and interest 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:

Armada/ West Campus Inc.  
Armada Vancouver Company  
James W. Lagerquist

All At:

1426 Harvard Avenue., #26  
Seattle, WA 98122

by both first class and certified mail on April 28, 2005, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 29, 2005, with said written Notice of Default and/or the Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has in his possession proof of such service or posting.

VII.

The Trustee whose name and address is set forth below will provide in writing, to any person 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 R.C.W. 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 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.



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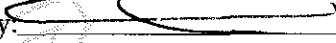
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XI  
NOTICE TO GUARANTORS

Any guarantor of the obligation 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. The guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor and Borrower in order to avoid the trustee's sale. The guarantor will have no right to redeem the property after the trustee's sale. 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. 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.

DATED: February 8, 2006.

KAREN L. GIBBON, P.S., Successor Trustee

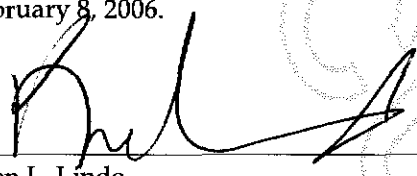
By:   
THOMAS S. LINDE, Secretary  
LAW OFFICES OF KAREN L. GIBBON, P.S.  
6317 Phinney Avenue North  
Seattle, WA 98103  
(206) 782-1456

STATE OF WASHINGTON     )  
                                      ) ss.  
COUNTY OF KING         )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THOMAS S. LINDE, to me known to be the Secretary of the corporation that executed the foregoing AMENDED NOTICE OF TRUSTEE'S SALE, 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 stated that he is authorized to execute the said instrument.

Given under my hand and official seal on February 8, 2006.



  
Karen L. Linde  
Notary Public in and for the  
State of Washington, residing at: Seattle  
My commission expires: January 19, 2009



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