



200603030129

Skagit County Auditor

3/3/2006 Page

1 of

5 3:17PM

After Recording Return to:
CHESTER T. LACKEY
900 DUPONT STREET
BELLINGHAM, WA 98225

120101-5

Document Title: Notice of Trustee's Sale

LAND TITLE OF SKAGIT COUNTY

Grantor: Chester T. Lackey, Equity Trust Company Custodian FBO Frank Urabeck IRA and Frank Urabeck and Dixie Urabeck, husband and wife

Grantee: Mountain Vie Ranch Corporation, a Washington Corporation and Dwight W. Brandt, Sr., and Anne Brandt, husband and wife

Legal: Ptn NW 1/4 SE 1/4 SW 1/4 Sec 24 Twp 35N R4E WM
Parcel # P105654

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24, ET. SEQ.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 9th day of June, 2006, at the hour of 10:00 o'clock A. M. at the first floor of the Skagit County Courthouse, 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:

See Attached Exhibit "A"

which is subject to that certain Deed of Trust dated June 30, 2005, recorded July 13, 2005, under Auditor's File No. 200507130107, records of Skagit County, Washington, from Mountain View Ranch Corporation, a Washington Corporation, and Dwight W. Brandt and Anne Brandt, husband and wife, as Grantors, to Land Title Company, as Trustee, to secure an obligation in favor of Equity Trust Company Custodian FBO Frank Urabeck IRA and Frank Urabeck and Dixie Urabeck, husband and wife, as Beneficiaries.

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 defaults for which this foreclosure is made are as follows:

Monthly Payments: November 15, 2005 – February 15, 2006
(\$2,042.00 x 4 = \$8,168.00)

Late Charges: November 2005 – February 2006
(\$175.63 x 4 = \$702.52)

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$192,000.00, together with interest as provided in the note or other instrument secured from the 16th day of October, 2005, 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 9th day of June, 2006. The defaults referred to in paragraph III must be cured by the 29th day of May, 2006, (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 29th day of May, 2006, (11 days before the sale date), 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 the 29th day of May, 2006, (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:

Mountain View Ranch Corp.
46346 Hwy 20
Concrete, WA 98237

Dwight Brandt, Sr. & Anne Brandt
100 W. State St., Apt. D
Sedro Woolley, WA 98248



by both first class and certified mail on the 20th day of December, 2005, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 22nd day of December, 2006, 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 of 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 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 59.12RCW.


CHESTER T. LACKEY, Trustee

Battersby Field Professional Building
900 Dupont Street
Bellingham, Washington 98225
Phone: (360) 734-6390

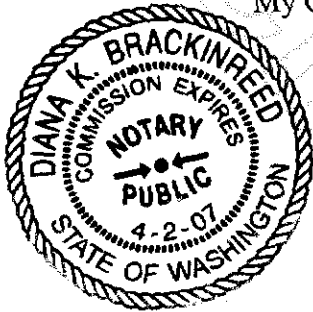


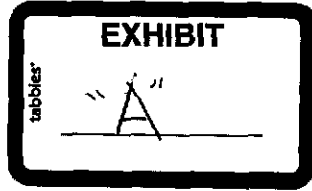
STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 28th day of February, 2006, before me personally appeared CHESTER T. LACKEY, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year first above written.

Diana K. Brackinreed
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My Commission Expires 4-2-07.





DESCRIPTION:

That portion of the Northwest ¼ of the Southeast ¼ of the Southwest ¼ of Section 24, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at a point on the Northerly line of said Northwest ¼ of the Southeast ¼ of the Southwest ¼ of said Section 24, a distance of 200.0 feet Westerly, as measured at right angles from Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) Main Track centerline, as now located and constructed, said point being the most Northerly corner of that certain parcel of land conveyed to Hansen & Peterson, Inc. by Quit Claim Deed dated February 11, 1971;
thence South 00°08'15" East along the Easterly line of said Hansen & Peterson, Inc. parcel of land a distance of 152.75 feet, more or less, to a point on the Northerly boundary line of State Street as conveyed to the City of Sedro-Woolley by deed recorded March 1, 1913, in Volume 91 of Deeds, page 330, under Auditor's File No. 95381, records of Skagit County, Washington;
thence North 89°58'15" East along said Northerly boundary line of State Street 122.0 feet, more or less, to a point being 13.0 feet Westerly, as measured at right angles from said Railroad Company's most Westerly spur track centerline, as now located and constructed;
thence Northerly parallel with said spur track centerline 153.0 feet, more or less, to a point on the Northerly line of said Northwest ¼ of the Southeast ¼ of the Southwest ¼;
thence Westerly along said Northerly line 135.0 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.



200603030129
Skagit County Auditor