


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

  
200606010211  
Skagit County Auditor  
6/1/2006 Page 1 of 6 2:59PM

### NOTICE OF TRUSTEE'S SALE

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Reference No.:	200305090195 (Deed of Trust)
Grantor (s)	SKAGIT LAW GROUP, PLLC, Successor Trustee
Grantee (s)	THE PUBLIC HOBOY, LOREN P. HOBOY, SANDRA HOBOY FAMILY TRUST
Additional Grantor(s) on page(s)	
Additional Grantee(s) on page(s)	
Abbreviated Legals:	
Parcel A:	Lots 1 and 2, Blk 6 Hensler's 1 <sup>st</sup> to Anac.
Parcel B:	Lot 41, Skyline #12
Additional Legal on page(s)	1, 2
Assessor's Tax Parcel Nos:	Parcel A: P57340 / 3794-006-002-0009 Parcel B: P81254 / 4391-000-041-0000

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I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, September 8, 2006, at the hour of 10:00 a.m.** at the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, 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, which may be sold in gross or in parcels as the Trustee may deem most advantageous at the time of sale, to-wit:

Parcel A:

Lots 1 and 2, Block 6, "PLAT OF HENSLER'S FIRST ADDITION TO THE CITY OF ANACORTES, SKAGIT CO., WASH." as per plat recorded in Volume 3 of Plats, page 46, records of Skagit County, Washington.

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

**Parcel B:**

Lot 41\*, "PLAT OF SKYLINE DIV. 12, PHASE I," as per plat recorded in Volume 12 of Plats, pages 44 and 45, records of Skagit County, Washington.

(\*identified as both Lot 31 and Lot 41 in Deed of Trust dated April 30, 2003 and recorded May 9, 2003 under Skagit County Auditor's No. 200305090195.)

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

which is subject to that certain Deed of Trust dated April 30, 2003, recorded May 9, 2003 under Auditor's File No. 200305090195, records of Skagit County, Washington, from LOREN P. HOBOY and SANDRA HOBOY, husband and wife, as to Parcel A, and LOREN P. HOBOY and SANDRA HOBOY, not personally but as Trustees on behalf of HOBOY FAMILY TRUST dated October 12, 1996, as to Parcel B, as Grantors, to Chicago Title Insurance Company-Island Division, as Trustee, to secure an obligation in favor of SKAGIT STATE BANK, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded November 22, 2005 under Auditor's File No. 200511220114, 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 are as follows:

Currently Due to Reinstate:

**Arrearages:**

Monthly payments of \$5,300.00 each  
due on 3/30/06, 4/30/06, and 5/30/06:

\$ 15,900.00

Late fees:

530.00

Failure to provide proof of insurance against  
loss by fire or other hazards. Premium:

5,950.00

**\$22,380.00**

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Skagit County Auditor

**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:

Attorney's Fees:	\$ 6,304.83
Trustee's Fees:	-0-
Title Report:	-0-
Service/Posting of Foreclosure Notices:	100.00
Long Distance Telephone Charges:	-0-
Recording fees:	65.00
Statutory mailing costs:	150.00
Photocopies:	<u>20.00</u>
<b>Subtotal:</b>	<b>\$ 6,639.83</b>

**Total Current Estimated Reinstatement Amount: \$29,019.83**

**Additional Arrearages:**

Payments due 6/30/06:	\$ 5,300.00
Late fee:	265.00
Payment due 7/30/06:	5,300.00
Late fee:	<u>265.00</u>

**Subtotal: \$40,149.83**

**Additional Costs and Fees:**

Additional trustees' or attorney's fees	\$ 2,000.00
Publication costs	<u>750.00</u>
<b>Subtotal:</b>	<b>\$ 2,750.00</b>

**Total Estimated Reinstatement Amount as of August 28, 2006: \$42,899.83**

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal approximately **\$338,748.36**, as of March 21, 2006, together with interest as provided in the note or other instrument secured from the 22nd day of February, 2006, 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 **September 8,**



2006. The default(s) referred to in paragraph III must be cured by **August 28, 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 **August 28, 2006** (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 28, 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 address:

LOREN P. HOBOY  
SANDRA G. HOBOY  
4102 Kingsway  
Anacortes, WA 98221-3218

HOBOY FAMILY TRUST  
4102 Kingsway  
Anacortes, WA 98221-3218

CHRISTOPHER D. LONGWORTH  
2320 31<sup>st</sup> Street  
Anacortes, WA 98221-2612

CHRISTOPHER D. LONGWORTH  
2602 Commercial Avenue  
Anacortes, WA 98221

AUTOMOTIVE ADVANTAGE, INC.  
d/b/a SAN JUAN TIRE  
2602 Commercial Avenue  
Anacortes, WA 98221-2732

AUTOMOTIVE ADVANTAGE, INC.  
2602 Commercial Avenue  
Anacortes, WA 98221-2732

LOREN P. HOBOY  
SANDRA G. HOBOY  
2602 Commercial Avenue  
Anacortes, WA 98221

GARRETT P. HOBOY  
SARAH HOBOY  
23942 Cordy Lane  
Sedro Woolley, WA 98284-8520

GARRETT P. HOBOY  
SARAH HOBOY  
2602 Commercial Avenue  
Anacortes, WA 98221

OCCUPANTS OF:  
2602 Commercial Avenue  
Anacortes, WA 98221

OCCUPANTS OF:  
4102 Kingsway  
Anacortes, WA 98221

by both first class and certified mail on March 30, 2006, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on March 31, 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 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.

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.



