

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



200611010092

Skagit County Auditor

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### NOTICE OF TRUSTEE'S SALE

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Reference No.:	200008140155 (Deed of Trust)
Grantor (s):	SKAGIT LAW GROUP, PLLC, Successor Trustee
Grantee (s):	THE PUBLIC ALEX A. BERRYMAN TAMMY JO BERRYMAN
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legals:	ptn Gov. lot 2 in 2-35-4E W.M.
Additional Legal on page(s)	1, 2
Assessor's Tax Parcel No:	P35586 / 350402-0-003-0000

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#### I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, February 9, 2007 at 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, to-wit:

Government Lot 2, Section 2, Township 35 North, Range 4 East, W.M.,  
EXCEPT the West 416 feet thereof, AND EXCEPT the East 582 feet  
thereof, AND EXCEPT the following described tract:

Beginning at a point on the South line of the John Grip County Road, 416  
feet East of the North  $\frac{1}{4}$  corner of Section 2, Township 35 North, Range  
4 East, W.M.;  
thence South 335 feet  
thence East 130 feet;  
thence North 335 feet, more or less, to the South boundary of John Grip  
Road;

thence Westerly along the South boundary of said road, 130 feet, more or less, to the point of beginning.

ALSO EXCEPT road right of way.

TOGETHER WITH the right to lay, maintain, operate, repair and remove at any time a water line or pipe for domestic use, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

A tract 10 feet wide, between an existing pumphouse well and water tank and the Easterly boundary of the following described tract:

That portion of Government Lot 2, Section 2, Township 35 North, Range 4 East, W.M., beginning on the South line of the John Grip County road, 416 feet East of the North  $\frac{1}{4}$  corner of said Government Lot 2;  
thence South 322.5 feet;  
thence East 135 feet;  
thence North 322.5 feet;  
thence West 135 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated August 8, 2000, recorded August 14, 2000 under Auditor's File No. 200008140155, records of Skagit County, Washington, from ALEX A. BERRYMAN and TAMMY JO BERRYMAN, husband and wife, as Grantors, to Land Title Company of Skagit County, 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 September 6, 2006 under Auditor's File No. 200609060119, 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/are made are as follows:

Failure to pay when due full monthly payments for the months of April, 2006 to present. Demand having been given, the entire outstanding balance as of October 19, 2006 is the amount of \$57,534.31, which is now in arrears.



Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults. Any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

Other Default:

Action to Cure Default:

TAXES/ASSESSMENTS	Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current.
FAILURE TO INSURE PROPERTY AGAINST HAZARD	Deliver to Successor Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
LIENS	Deliver to Successor Trustee written proof that all senior liens are paid current and that no other defaults exist.
JUDGMENTS	Deliver to Successor Trustee written proof that all senior judgments are paid current and that no other defaults exist.
WASTE	Cease and desist from committing waster, repair all damage to property and maintain property as required in Deed of Trust.
UNAUTHORIZED SALE OF PROPERTY (DUE ON SALE)	Revert title to permitted vestee.

**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:	\$
Trustee's Fees:	\$ 1,500.00
Title Report:	\$ 415.80
Service/Posting of Foreclosure Notices:	\$ 100.00
Long Distance Telephone Charges:	\$ 25.00
Recording fees:	\$ 65.00



Statutory mailing costs:	\$ 50.00
Photocopies:	\$ 20.00
<b>Subtotal:</b>	<b>\$ 2,175.80</b>

<b>Total Current Estimated Amount:</b>	<b>\$59,710.11</b>
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<b>Additional Arrearages:</b>	
Interest: 10/20/06 – 1/29/07:	\$ 1,455.54

<b>Additional Costs and Fees:</b>	
Additional trustees' or attorney's fees	\$ -----
Additional costs of service, postage, and copies:	\$ 120.00
Publication costs	\$ 850.00
<b>Subtotal:</b>	<b>\$ 850.00</b>

<b>Total Estimated Amount as of January 29, 2007:</b>	<b>\$62,135.65</b>
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#### IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal approximately \$56,321.25, as of July 26, 2006, together with interest as provided in the note or other instrument secured from the 26<sup>th</sup> day of July, 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 **February 9, 2007**. The default(s) referred to in paragraph III must be cured by **January 29, 2007** (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 **January 29, 2007** (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 **January 29, 2007** (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:



Alex A. Berryman  
22208 Grip Road  
Sedro-Woolley, WA 98284

Tammy Jo Berryman  
22208 Grip Road  
Sedro-Woolley, WA 98284

Alex A. Berryman  
21710 Lafayette Road  
Sedro-Woolley, WA 98284

Tammy Jo Berryman  
21710 Lafayette Road  
Sedro-Woolley, WA 98284

Arthur Berryman  
Amy Berryman  
1195 Alger Cain Lake Road  
Sedro-Woolley, WA 98284

Arthur Berryman  
Amy Berryman  
1195 Alger Cain Lake Road  
Sedro-Woolley, WA 98284

Arthur Berryman  
Amy Berryman  
185 Cain Lake Road  
Sedro-Woolley, WA 98284

Arthur Berryman  
Amy Berryman  
185 Cain Lake Road  
Sedro-Woolley, WA 98284

Occupants of:  
2208 Grip Road  
Sedro Woolley, WA 98284

by both first class and certified mail on August 31, 2006, proof of which are in the possession of the Trustee, and the Borrower and Grantor were personally served on August 29, 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.

XII.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

DATED this 19th day of October, 2006.

SKAGIT LAW GROUP, PLLC

By

Craig E. Cammock, WSBA #24185, Member  
Successor Trustee  
227 Freeway Drive, Suite B, P. O. Box 336  
Mount Vernon, WA 98273  
(360) 336-1000

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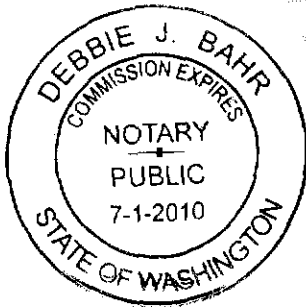
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State of Washington    )  
                                      ) ss  
County of Skagit        )

I certify that I know or have satisfactory evidence that Craig E. Cammock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it individually, and as a Member of Skagit Law Group, PLLC, a Washington professional liability company, to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: October 19, 2006.



Debbie J. Bahr  
NOTARY PUBLIC

Debbie J. Bahr

My appointment expires: 07/01/2010



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