

Recorded at the Request of:  
Michael D. Bohannon  
Sherrard McGonagle  
Bohannon & Miller, P.S.  
P. O. Box 400  
Poulsbo, WA 98370  
#0990



200702280180

Skagit County Auditor

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### NOTICE OF TRUSTEE'S SALE

Reference Number: 200508040113  
Grantor: Wayne L. Taylor and Nancy K. Taylor, husband and wife  
Grantee: Whidbey Island Bank  
Legal Description: Lot 34, Amended Skagit Regional Airport Binding Site Plan  
Tax Parcel Number: 8012-000-034-0500

FIRST AMERICAN TITLE CO.

90492-2

**ACCOMMODATION RECORDING ONLY**

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

I

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee will on **June 8, 2007, at 10:00 a.m.**, at the main entrance of the Skagit County Courthouse, located at 205 W. Kincaid Street, 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 34, Amended Skagit Regional Airport Binding Site Plan, Phase I, as per plat recorded on March 4, 2003 under Auditor's File No. 200303040030, records of Skagit County, Washington.

The aforescribed real property is subject to that certain Deed of Trust dated July 28, 2005, recorded August 4, 2005, under Auditor's File No. 200508040113 of Skagit County, State of Washington from Wayne L. Taylor and Nancy K. Taylor, husband and wife, Grantors, to Chicago Title Company-Mount Vernon, 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 Borrowers or Grantors default on the obligation secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

A.	Monthly payments	\$ 27,479.66
B.	Late charges	\$ 2,223.20
C.	Delinquent taxes	\$ 0.00
D.	Other arrearages	\$ 14,005.95
	<b>Total arrearages</b>	<b><u>\$43,708.81</u></b>
E.	Trustee's expenses	
	Trustee's or Attorney fees	\$ 1,500.00
	Title report	\$ 381.78
	Process service	\$ 100.00
	Long distance	\$ 15.00
	Recording fees	\$ 48.00
	Statutory mailings	\$ 85.00
	Photocopies	\$ 56.60
	Publication (estimate)	\$ 800.00
	<b>Total costs</b>	<b><u>\$2,986.38</u></b>

**Total Estimated Reinstatement Amount as of May 28, 2007: \$46,695.19**

Other potential defaults do not involve payment to the Beneficiary of the obligation secured by the Deed of Trust. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which are or may be applicable. 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 NECESSARY TO CURE

Non payment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current.
Default under any senior liens	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
Waste	Cease and desist from committing waste, 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.



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IV

The sum owing on obligation secured by the Deed of Trust is: Principal **\$590,282.62**, 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 **June 8, 2007**. The defaults referred to in Paragraph III must be cured by **May 28, 2007**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **May 28, 2007**, 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 **May 28, 2007**, and before the sale by the Borrowers, Grantors, any Guarantor, their successor in interest or the holder of any recorded junior lien or encumbrance, by 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:

Wayne L. & Nancy K. Taylor  
11735 Watertank Road  
Burlington, WA 98233

Occupant  
11735 Watertank Road  
Burlington, WA 98233

Wayne L. & Nancy K. Taylor  
3425 280<sup>th</sup> Street NW  
Stanwood, WA 98292

Wayne L. & Nancy K. Taylor  
P. O. Box 557  
Stanwood, WA 98292

by both first class mail and certified mail on January 12, 2007, proof of which is in the possession of the Trustee; and the Borrowers and the Grantors were personally served on January 17, 2007, 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.



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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 Grantors and all those who hold by, through or under the Grantors 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 Grantors 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.

DATED this February 23, 2007.



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



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