

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



200703020110

Skagit County Auditor

3/2/2007 Page 1 of 7 1:55PM

NOTICE OF TRUSTEE'S SALE

Reference Nos.: 200108280086 (Deed of Trust)
200109050053 (Deed of Trust re-record)

Grantor (s) SKAGIT LAW GROUP, PLLC, Successor Trustee
Grantee (s) THE PUBLIC
GARY L. BISBEY and VALORIE BISBEY,
husband and wife

Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: ptn NW ¼ of NE ¼, 29-35-6 E W.M.
aka Trs. A & B, SP 38-75

Additional Legal on page(s): 2
Assessor's Tax Parcel Nos: P42002 / 350629-1-009-0009
P42003 / 350629-1-009-0108

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, June 15, 2007, 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:

Tax Parcel ID No.: 350629-1-009-0009/P42002
Commonly known as: 31698 South Skagit Highway
Sedro Woolley, WA 98284

Tax Parcel ID No.: 350629-1-009-0108/P42003
Commonly known as: 31720 South Skagit Highway
Sedro Woolley, WA 98284

PARCEL "A":

The North 506.70 feet of the West 304.17 feet of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 29, Township 35 North, Range 6 East, W.M., as measured along the Westerly and Northerly lines of said subdivision;

EXCEPT South Skagit Highway along the North line thereof;

AND EXCEPT the West 20 feet thereof conveyed to Skagit County for road purposes, by Deed recorded January 30, 1951, under Auditor's File No. 456321;

AND ALSO EXCEPT the North 30 feet and the West 30 feet thereof conveyed to Skagit County for road purposes by Deed recorded October 30, 1975 under Auditor's File No. 825548.

(Also known as Parcel "A" of Short Plat No. 38-75.)

Situate in the County of Skagit State of Washington.

PARCEL "B":

That portion of Tract "B" of Short Plat No. 38-75, approved December 5, 1975, recorded December 15, 1975, under Auditor's File No. 827408, in Volume 1 of Short Plats, page 83, records of Skagit County, Washington, described as follows:

Beginning at the Northeast corner of Tract "A" of said Short Plat No. 38-75; thence South 89°06'00" East along the South line of the South Skagit Highway, 153 feet; thence South parallel to the East line of said Tract "A", 476.70 feet; thence North 89°06'00" West, 153 feet to the Southeast corner of said Tract "A"; thence North along the East line of said Tract "A", a distance of 476.70 feet to the point of beginning;

(being a portion of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 29, Township 35 North, Range 6 East, W.M.)

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated August 23, 2001, recorded August 28, 2001 under Auditor's File No. 200108280086, and re-recorded September 5, 2001 under Auditor's File No. 200109050053, records of Skagit County, Washington, from Gary L. Bisbey and



Valorie Bisbey, husband and wife, as Grantors, to Land Title Company of Burlington, 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 December 19, 2006 under Auditor's File No. 200612190090, records of Skagit County, Washington. The sale will be 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 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 is/are as follows:

Failure to pay when due the following amounts which are now in arrears:

Principal payment due November 15, 2005:	\$57,335.56
Interest (as of 1/31/07):	13,176.19
Late fees:	<u>520.00</u>
	\$71,031.75

Failure to pay real estate taxes relative to the real property identified by Assessor's tax account number P42003 for the years 2005 and 2006.

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:

Attorney's Fees:	\$ 4,034.99
Trustee's Fees:	1,500.00
Title Report:	496.80
Service/Posting of Foreclosure Notices:	150.00
Long Distance Telephone Charges:	25.00
Recording fees:	65.00
Statutory mailing costs:	50.00
Photocopies:	20.00
Subtotal:	\$ 6,341.79

Total Current Estimated Amount: \$77,373.54

Additional Arrearages:

Interest: 1/31/07 – 6/4/07: \$ 2,337.41

Additional Costs and Fees:

Additional trustees' or attorney's fees: -----
Publication costs: \$ 850.00

Total Estimated Amount as of June 4, 2007: \$80,560.95

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal approximately \$57,335.56, as of March 3, 2005, together with interest as provided in the note or



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other instrument secured, 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 **June 15, 2007**. The default(s) referred to in paragraph III must be cured by **June 4, 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 **June 4, 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 **June 4, 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 address:

Gary L. Bisbey
Valorie Bisbey
31698 South Skagit Highway
Sedro Woolley, WA 98284

Occupants of:
31698 South Skagit Highway
Sedro Woolley, WA 98284

Gary L. Bisbey
Valorie Bisbey
31720 South Skagit Highway
Sedro Woolley, WA 98284

Occupants of:
31720 South Skagit Highway
Sedro Woolley, WA 98284

by both first class and certified mail on December 11, 2006, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on December 12, 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 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.

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.



