



200809150110

Skagit County Auditor

9/15/2008 Page

1 of

5 1:40PM

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

Document Title: Notice of Trustee's Sale
Grantor: Chester T. Lackey, Trustee and Business Bank
Grantee: Eaglemont Condos LLC
Legal: Units 1, 2, 3 & 4 Alpine Crest Condominium, AF# 200405030218
Parcel #: P121565, P121566, P121567 & P121568

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON

CHAPTER 61.24, ET. SEQ.

95557-2
GUARDIAN NORTHWEST TITLE CO.

I. **ACCOMMODATION RECORDING ONLY**

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 19th day of December, 2008, at the hour of 10:00 o'clock A. M., inside the main lobby of the Skagit County Courthouse, 205 W. Kincaid Street, Mount Vernon 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:

Units 1, 2, 3 and 4, Alpine Crest Condominium, according to the Declaration thereof, recorded May 3, 2004, under Auditor's File No. 200405030218, records of Skagit County, Washington, and Survey Map and Plans thereof, recorded under Auditor's File No. 200405030217, records of Skagit County, Washington.

Situate in Skagit County, Washington

which is subject to that certain Deed of Trust dated June 23, 2006, recorded June 26, 2006, under Auditor's File No. 200606260191, records of Skagit County, Washington, from Eaglemont Condos, LLC, as Grantor, to Chicago Title Company, as Trustee, to secure an obligation in favor of Business Bank of Skagit County as Beneficiary.

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:

Principal, together with accumulated interest	Late Charges		
As of 9/15/08	As of 9/15/08		
\$1,438,695.80	\$643.83		TOTAL
			\$1,439,339.53

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$1,394,500.00, together with interest as provided in the note or other instrument secured from the March 8, 2008, 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 19th day of December, 2008. The defaults referred to in paragraph III must be cured by the 8th day of December, 2008, (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 8th day of December, 2008, (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 8th day of December, 2008, (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:

Cameron R. Cleeland 18367 Majestic Ridge Lane Mount Vernon, WA 98273	Mindy S. Williams-Cleeland 18367 Majestic Ridge Lane Mount Vernon, WA 98273
James T. Roberson 18407 Majestic Ridge Lane Mount Vernon, WA 98273	Elise C. Roberson 18407 Majestic Ridge Lane Mount Vernon, WA 98273

by both first class and certified mail on the 12th day of August, 2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 12th day of August, 2008, 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.

DATED this 12th day of September, 2008.

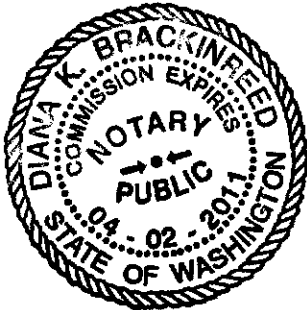

CHESTER T. LACKEY, Trustee

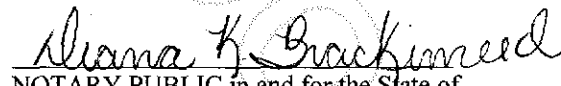
Battersby Field Professional Building
900 Dupont Street
Bellingham, Washington 98225
Phone: (360) 734-6390

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 12th day of September, 2008, 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.




NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My Commission Expires 4/2/11

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200809150110
Skagit County Auditor

FAIR DEBT COLLECTION PRACTICES ACT NOTICE

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE OF ANY SUCH DISPUTE IN WRITING WITHIN 30 DAYS FROM RECEIVING THIS NOTICE, THIS OFFICE WILL OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT, IF ANY, AND WILL MAIL YOU A COPY OF SUCH VERIFICATION OR JUDGMENT. IF REQUESTED BY YOU IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR. ANY SUCH REQUEST MAY NOT PREVENT US FROM FILING A LAWSUIT, OR FROM PROCEEDING WITH A LAWSUIT, IF ONE HAS BEEN FILED, WITHIN THE ABOVE TIME PERIODS.

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