

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



200810170062

Skagit County Auditor

10/17/2008 Page 1 of 7 11:18AM

### NOTICE OF TRUSTEE'S SALE

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Reference No.:	200608220096 (Deed of Trust)
Grantor (s):	SKAGIT LAW GROUP, PLLC, Successor Trustee
Grantee (s):	THE PUBLIC CRAIG L. SIDES
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legal:	Ptn Gov. Lot 6, 25-34-3 E W.M.
Additional Legal on page(s):	1
Assessor's Tax Parcel Nos.:	P101639 / 340325-0-014-0101 P22680 / 340325-0-014-0002

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I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, January 16, 2009, at the hour of 10:00 a.m.** at the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, in the 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:

A tract of land in Government Lot 6, Section 25, Township 34 North, Range 3 East W.M., described as follows:

Beginning at a point on the West side of said Lot at a distance of 536.3 feet South of the Northwest corner;  
thence running North along the West line thereof to the said Northwest corner;

thence running East along the North line of said Lot 6 to the Skagit River;  
thence Southerly to a point 536.3 feet South of the North line of said Lot 6;  
thence West to the place of beginning;

EXCEPTING therefrom County Roads and Dike rights of way.

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated August 15, 2006, recorded August 22, 2006 under Auditor's File No. 200608220096, records of Skagit County, Washington, which Deed of Trust is from Craig L. Sides, a married man, as his separate property, as Grantor, 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 August 6, 2008 under Auditor's File No. 200808060058, 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 is/are as follows:

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

Failure to make the monthly interest only payments due for the months of May, 2008 through October, 2008.

Failure to pay late fees in the total amount of \$843.32.

Failure to provide proof of insurance against loss by fire or other hazards, the premium for which is \$1,999.00 advanced on January 25, 2008.

Failure to pay the first one-half of 2008 real property taxes.

Failure to pay the obligation in full on demand.



Demand having been given and no payment having been received, all principal, interest, and late fees are now due. **The amount owing as of October 14, 2008 is \$225,293.64.**

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:



Trustee's Fees:	\$ 1,500.00
Title Report:	847.80
Service/Posting of Foreclosure Notices:	100.00
Long distance telephone charges:	25.00
Recording fees:	120.00
Statutory mailing costs:	50.00
Photocopies:	<u>20.00</u>
Subtotal:	\$ 2,662.80

**Total Current Estimated Amount: \$227,956.44**

**Additional Arrearages:**

Late charges:	\$ 594.53
Interest: 10/15/08 – 1/5/09:	<u>\$ 11,039.38</u>
Subtotal:	<b>\$239,590.35</b>

**Additional Costs and Fees:**

Additional trustees' or attorney's fees:	-----
Publication costs:	\$ 925.00

**Total Estimated Amount as of January 5, 2009: \$240,515.35**

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal approximately **\$202,277.84**, as of August 19, 2008, together with interest as provided in the note or 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 without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or encumbrances on **January 16, 2009**. The default(s) referred to in paragraph III must be cured by **January 5, 2009** (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 5, 2009** (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 5, 2009** (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:

CRAIG L. SIDES  
JANE DOE SIDES  
73-1266 Awakea Street  
Kailua Kona, HI 96740

CRAIG L. SIDES  
JANE DOE SIDES  
P. O. Box 1041  
Kailua Kona, HI 96745

CRAIG L. SIDES  
JANE DOE SIDES  
17506 Jungquist Road  
Mount Vernon, WA 98273

OCCUPANTS OF:  
17506 Jungquist Road  
Mount Vernon, WA 98273

CRAIG L. SIDES  
JANE DOE SIDES  
1552 Jungquist Road  
Mount Vernon, WA 98273

OCCUPANTS OF:  
1552 Jungquist Road  
Mount Vernon, WA 98273

by both first class and certified mail on August 14, 2008, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on August 15, 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 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, less prior liens



and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs. The failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the Grantor, or the trustee's sale.

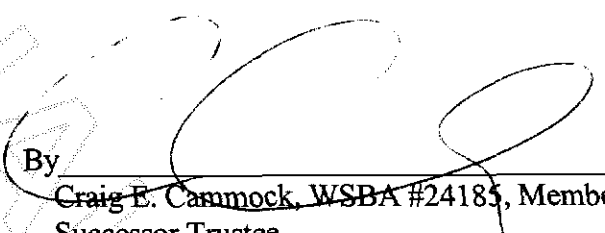
XII

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

DATED this 14<sup>th</sup> day of October, 2008.

SKAGIT LAW GROUP, PLLC

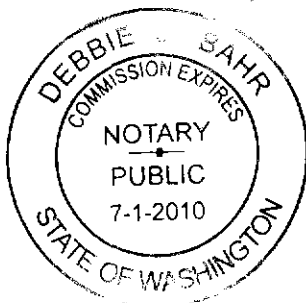
By

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

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 the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: October 14th, 2008.





NOTARY PUBLIC  
Printed Name: Debbie J. Bahr  
My appointment expires: 07/01/2010

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200810170062  
Skagit County Auditor