

**AFTER RECORDING RETURN TO:**

Bishop, White & Marshall, P.S.

720 Olive Way, Suite 1301

Seattle, WA 98101

(206) 622-7527

Ref: Landmark Building & Development, Inc, 1686.0812191



200810240095

Skagit County Auditor

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**Reference Number(s) of Documents assigned or released:** 200606080108

**Grantor:** Bishop, White & Marshall, P.S.

GUARDIAN NORTHWEST TITLE CO.

95705

**Grantee:** Landmark Building and Development, Inc, A Washington Corporation

**Abbreviated Legal Description as Follows:** Lot 35, 'Elk Haven Estates'

**Assessor's Property Tax Parcel/Account Number(s):** P119414

**NOTICE OF TRUSTEE'S SALE**

I

**NOTICE IS HEREBY GIVEN** that the undersigned Bishop, White & Marshall, P.S. will on January 23, 2009 at 10:00 am at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

Lot 35, 'Elk Haven Estates', as recorded August 6, 2002 under Auditor's File No. 200208060083, records of Skagit County, Washington.

which is subject to that certain Deed of Trust dated June 6, 2006, recorded June 8, 2006, under Auditor's File No. 200606080108 records of Skagit County, Washington, from Landmark Building and Development, Inc, A Washington Corporation, as Grantor, to Washington Services, Inc., A Washington Corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings as beneficiary. Said Deed of Trust was modified on August 23, 2007 under Auditor's File No. 200708230126. The sale will be made without any warranty concerning the title to, or the condition of the property.

II

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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 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:

- i) Failure to pay the following amounts, now in arrears:

Unpaid principal balance payable in full as of 6/6/2008	\$93750.00
Accrued Late Charges	\$ 30.85
Estimated accrued and unpaid interest from 8/1/2008 to 10/24/2008 at 7.750%	1,671.87
<b>Interest continues to accrue after said date.</b>	
<b>TOTAL DEFAULT</b>	<b><u>\$95,452.72</u></b>

### IV

The sum owing on the obligation secured by the Deed of Trust is: \$93,750.00, together with interest from August 1, 2008 as provided in the note or other instrument, 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 January 23, 2009. The promissory note which is the basis of this foreclosure, became due and payable on June 6, 2008. The sale will be discontinued and terminated if at any time on or before the sale date by the Grantor or the Grantor's successor in interest 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. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank.

### VI

A written notice of default was transmitted by the beneficiary or Trustee to the Borrower and Grantor at the following address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

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by both first class and certified mail on September 23, 2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 23, 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 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 objections to this 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

### 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.

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (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.

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EFFECTIVE DATE: October 24, 2008

BISHOP, WHITE & MARSHALL, P.S., Successor  
Trustee

By: 

William L. Bishop, Jr.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
(206) 622-7527

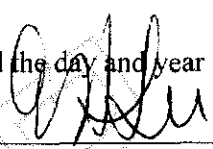
State of Washington )

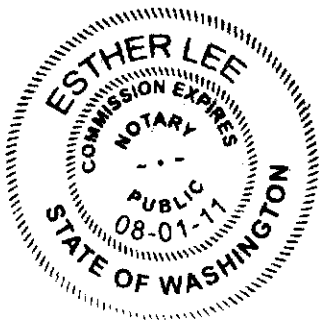
) ss.

County of King )

On this 23<sup>rd</sup> day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White & Marshall, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

  
Name: Esther Lee  
NOTARY PUBLIC in and for the State of  
Washington at King County  
My Appt. Exp: 8-1-2011



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**'Mailing List'**

Landmark Building and Development, Inc,  
a Washington Corporation  
7991 Valeria Place  
Sedro Woolley, WA 98284

Landmark Building and Development, Inc., a Washington  
Corporation C/O John Ellis, President  
7991 Valeria Place  
Sedro Woolley, WA 98284

John Ellis  
7991 Valeria Place  
Sedro Woolley, WA 98284

Jane Doe Ellis  
Spouse of John Ellis  
7991 Valeria Place  
Sedro Woolley, WA 98284

Landmark Building and Development, Inc,  
a Washington Corporation  
7830 Valeria Place  
Sedro Woolley, WA 98284

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Corporation C/O John Ellis, President  
7830 Valeria Place  
Sedro Woolley, WA 98284

John Ellis  
7830 Valeria Place  
Sedro Woolley, WA 98284

Jane Doe Ellis  
Spouse of John Ellis  
7830 Valeria Place  
Sedro Woolley, WA 98284

Landmark Building and Development, Inc,  
a Washington Corporation  
3001 Old Hwy 99 S Rd #102  
Mount Vernon, WA 98273

Landmark Building and Development, Inc,  
a Washington Corporation  
638 Sunset Park Dr #215  
Sedro Woolley, WA 98284

NOTICE OF DEFAULT - 1



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Mount Vernon, WA 98273

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Corporation C/O John Ellis, President  
638 Sunset Park Dr #215  
Sedro Woolley, WA 98284

John Ellis  
3001 Old Hwy 99 S Rd #102  
Mount Vernon, WA 98273

John Ellis  
638 Sunset Park Dr #215  
Sedro Woolley, WA 98284

Jane Doe Ellis  
Spouse of John Ellis  
3001 Old Hwy 99 S Rd #102  
Mount Vernon, WA 98273

Jane Doe Ellis  
Spouse of John Ellis  
638 Sunset Park Dr #215  
Sedro Woolley, WA 98284

Landmark Building and Development, Inc., a Washington  
Corporation C/o Lawrence A Pirkle, reg agt  
321 W Washington #300  
Mount Vernon, WA 98273

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