

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



200812190005  
Skagit County Auditor

12/19/2008 Page 1 of 8 9:51AM

### NOTICE OF TRUSTEE'S SALE

---

Reference No.:	200408030169 (Deed of Trust)
Grantor (s):	SKAGIT LAW GROUP, PLLC, Successor Trustee
Grantee (s):	THE PUBLIC JOHN AND SHANNON ELLIS, husband and wife LANDMARK BUILDING AND DEVELOPMENT, INC., a Washington corporation
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legal:	Ptn NE ¼ of NE ¼, 24-35-4 E W.M. and Lot 25 and ptn Tr. A, Thyme Square BSP
Additional Legal on page(s):	1, 2, 3
Assessor's Tax Parcel Nos.:	8062-000-025-0000 / P123752 8062-000-999-0000 / P123753

---

### I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, March 20, 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:

The South 10 feet of the North ½ of the East 1/3 of the Northeast ¼ of the Northeast ¼ of Section 24, Township 35 North, Range 4 East, W.M., and the South ½ of the East 1/3 of the Northeast ¼ of the

Northeast  $\frac{1}{4}$  of Section 24, Township 35 North, Range 4 East, W.M., less the South 379 feet thereof, and less  $\frac{1}{2}$  of the County Road along the East line, said tract is more particularly described as being within the following described boundaries:

Beginning at a point on the East line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 24, Township 35 North, Range 4 East, W.M., 379 feet North of the Southeast corner of the said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence North along the East boundary line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  to a point 10 feet North of the East and West centerline of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence West parallel with the said centerline to a point  $\frac{1}{3}$  of the distance between the East and West lines of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence South parallel with the East line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , to a point 379 feet North of the South line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence East to the point of beginning.

EXCEPT from the above described lands, all County Road rights of way,

ALSO EXCEPT those portions described as follows:

That portion of the South 10 feet of the North  $\frac{1}{2}$  of the East  $\frac{1}{3}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 24, Township 35 North, Range 4 East, W.M., and the South  $\frac{1}{2}$  of the East  $\frac{1}{3}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 24, Township 35 North, Range 4 East, W.M., less the South 379 feet thereof, and less  $\frac{1}{2}$  of the County Road along the East line, more particularly described as follows:

Beginning at the point of intersection of the East line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 24, Township 35 North, Range 4 East, W.M., and a line lying 379 feet North of and parallel with the South line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence Northerly along the East boundary line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  a distance of 287.14 feet to a point 10 feet North of the East and West centerline of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
thence Westerly, parallel with last said East and West centerline, 169.38 feet to the true point of beginning;  
thence continuing Westerly, along said parallel line, a distance of 279.15 feet to the Northwest corner of said South 10 feet of the North  $\frac{1}{2}$  of the East  $\frac{1}{3}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said



Section 24;  
thence Southerly, along the West line of said East  $\frac{1}{3}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 24 and the West line of the East  $\frac{1}{3}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 24, a distance of 298.52 feet to the Southwest corner of said South  $\frac{1}{2}$  of the East  $\frac{1}{3}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 24;  
thence Easterly, along said line 379 feet North of, and parallel with, said South line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 24, a distance of 279.10 feet to a point 167.86 feet Westerly of the East line of said Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 24, measured along last said parallel line;  
thence Northerly, a distance of 296.75 feet to the true point of beginning.

ALSO EXCEPT those portions of the South 10 feet of the North  $\frac{1}{2}$  of the East  $\frac{1}{3}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 24, Township 35 North, Range 4 East, W.M., and the South  $\frac{1}{2}$  of the East  $\frac{1}{3}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 24, Township 35 North, Range 4 East, W.M., described as follows:

The West 10 feet of the East 40 feet of said subdivision, excepting the South 379 feet of said subdivision in Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated August 2, 2004, recorded August 3, 2004 under Auditor's File No. 200408030169, records of Skagit County, Washington, which Deed of Trust is from John Ellis and Shannon Ellis, husband and wife, as Grantors, to First American Title Company, as Trustee, to secure an obligation in favor of Norman W. Nelson, as Beneficiary. Title of the real property described herein was transferred from the Grantors, John Ellis and Shannon Ellis, to Landmark Building & Development, Inc., a Washington corporation, by Quit Claim Deed dated December 31, 2007 and recorded December 31, 2007 under Auditor's File No. 200712310094, records of Skagit County, Washington. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded December 3, 2008 under Auditor's File No. 200812030066, 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 make the interest-only monthly payments due the 2<sup>nd</sup> day of each calendar month for the months of July, 2008 to December, 2008.

Failure to pay the balance of the remaining indebtedness when due.

Late fees of \$2,566.66.

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 December 16, 2008 is \$224,627.86.**

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:

TAXES/ASSESSMENTS

FAILURE TO INSURE  
PROPERTY AGAINST  
HAZARD

LIENS

JUDGMENTS

WASTE

Action to Cure Default:

Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current.

Deliver to Successor Trustee written proof that the property is insured against hazard as required by the Deed of Trust.

Deliver to Successor Trustee written proof that all senior liens are paid current and that no other defaults exist.

Deliver to Successor Trustee written proof that all senior judgments are paid current and that no other defaults exist.

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.



UNAUTHORIZED SALE    Revert title to permitted vestee.  
OF PROPERTY (DUE  
ON SALE)

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:	912.60
Service/Posting of Foreclosure Notices:	100.00
Long distance telephone charges:	25.00
Recording fees:	120.00
Mailing costs:	200.00
Photocopies:	<u>20.00</u>
Subtotal:	\$ 2,877.60

**Total Current Estimated Amount: \$227,505.46**

**Additional Arrearages:**

Late charges:	\$ 600.00
Interest: 12/16/08- 3/9/09:	<u>\$ 8,367.12</u>
Subtotal:	<b>\$236,472.58</b>

**Additional Costs and Fees:**

Additional trustees' or attorney's fees:	-----
Publication costs:	\$ 1,100.00

**Total Estimated Amount as of March 9, 2009: \$237,572.58**

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal approximately **\$200,000.00**, as of August 6, 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

-5-



200812190005

Skagit County Auditor

will be made without warranty, express or implied, regarding title, possession, or encumbrances on **March 20, 2009**. The default(s) referred to in paragraph III must be cured by **March 9, 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 **March 9, 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 **March 9, 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:

John Ellis  
Shannon Ellis  
823 Sunset Lane, Suite #215  
Sedro Woolley, WA 98284

John Ellis  
Shannon Ellis  
3001 Old Highway 99 S Road, Ste #102  
Mount Vernon, WA 98273

John Ellis  
Shannon Ellis  
22397 Bulson Road  
Mount Vernon, WA 98273

Landmark Building and Development, Inc.  
3001 Old Highway 99 S, Ste #102  
Mount Vernon, WA 98273

The Great American Dream, Inc.  
d/b/a Landmark Building and Development  
3001 Old Highway 99 S, Ste #102  
Mount Vernon, WA 98273

by both first class and certified mail on November 6, 2008, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on November 7, 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 16<sup>th</sup> day of December, 2008.

SKAGIT LAW GROUP, PLLC

Bv

Craig E. Cammock, WSBA #24185, Member  
Successor Trustee

227 Freeway Drive, Ste B/P. O. Box 336

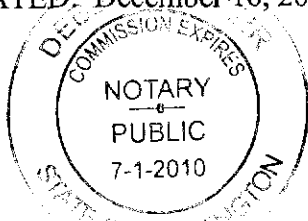
Mount Vernon, WA 98273

Telephone: (360) 336-1000

[illegible]

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 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: December 16, 2008.



Neboř z. Bahr.

NOTARY PUBLIC

Printed Name: Debbie J. Bahr

My appointment expires: 07/01/2010

-8-



200812190005  
Skagit County Auditor