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Skagit County Auditor

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AFTER RECORDING RETURN TO:

Bishop, White & Marshall, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527
Ref: AVIS, LLC , 1656.0804141

GUARDIAN NORTHWEST TITLE CO

95905

Reference Number(s) of Documents assigned or released: 200606220109

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

Grantee: Avis, LLC, a Washington Limited Liability Company

Abbreviated Legal Description as Follows: Section 7, Township 35, Range 5: Ptn. N 1/2 SW

Assessor's Property Tax Parcel/Account Number(s): 350507-0-035-0105 / P101465

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White & Marshall, P.S. will on March 20, 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;

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

The South half of Government Lot 3 and the South 22 acres of the Northeast Quarter of the Southwest Quarter of Section 7, Township 35 North, Range 5 East of the Willamette Meridian; Except that portion lying West of the East line of Secondary State Highway 9; And Except that portion lying East of a creek along the East line of Government Lot 3 of said Section 7. And Except the South 214 feet. Situated in Skagit County, Washington.

Skagit County Health Department Solid Waste Permit

which is subject to that certain Deed of Trust dated June 21, 2006, recorded June 22, 2006, under Auditor's File No. 200606220109 records of Skagit County, Washington, from Avis, LLC, a Washington Limited Liability Company, as Grantor, to Chicago Title, a corporation, as Trustee, to secure an obligation in favor of Duke Hill Resources, Inc., a Washington Corporation as beneficiary. The sale will be made 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 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:

**Delinquent Monthly Payments Due from 7/1/2008
through 12/1/2008:**

6 payment(s) at \$1398.00

Total:

8,388.00

Late Charges:

6 late charge(s) at \$69.90

for each monthly payment not made within 15 days of
its due date

Total Late Charges

419.40

Accrued Late Charges:

\$ 420.00

Lender's Accounting/Consulting/Expenses

3,283.40

TOTAL DEFAULT

\$12,510.80

- ii)

Default

Description of Action Required to Cure and Documentation Necessary to Show Cure

Delinquent general taxes for 2nd
half 2007 AND 2008, plus
interest and penalties

Proof of Payoff

Evidence/Proof must be provided that the delinquency has been brought current.

IV

The sum owing on the obligation secured by the Deed of Trust is: \$196,340.83, together with interest from July 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 March 20, 2009. The payments, late charges, or other defaults 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, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. 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 address(es):

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

by both first class and certified mail on November 18, 2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on November 18, 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 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.

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

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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.

EFFECTIVE DATE: December 19, 2008

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

By: 

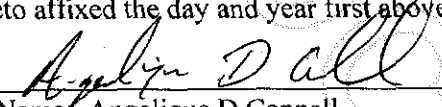
David A. Weibel
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527

State of Washington)
) ss.
County of King)

On this 19th day of December, 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: Angelique D Connell
NOTARY PUBLIC in and for the State of
Washington at King County
My Appt. Exp: 9-11-12



'Mailing List'

AVIS, LLC, a Washington Limited Liability Company
7705 State Route 9
Sedro Woolley, WA 98284

AVIS, LLC, a Washington Limited Liability Company
c/o Scott Waldal, managing member
7705 State Route 9
Sedro Woolley, WA 98284

Scott Waldal
7705 State Route 9
Sedro Woolley, WA 98284

Jane Doe Waldal
Spouse of Scott Waldal
7705 State Route 9
Sedro Woolley, WA 98284

AVIS, LLC, a Washington Limited Liability Company
PO Box 25
Arlington, WA 98223

AVIS, LLC, a Washington Limited Liability Company
c/o Scott Waldal, managing member
PO Box 25
Arlington, WA 98223

Scott Waldal
PO Box 25
Arlington, WA 98223

Jane Doe Waldal
Spouse of Scott Waldal
PO Box 25
Arlington, WA 98223

AVIS, LLC, a Washington Limited Liability Company
c/o Heather Shand Perkins, reg agt
404 S First St #201
Mount Vernon, WA 98273

AVIS, LLC, a Washington Limited Liability Company
7735 State Route 9
Sedro Woolley, WA 98284

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AVIS, LLC, a Washington Limited Liability Company
c/o Scott Waldal, managing member
7735 State Route 9
Sedro Wooley, WA 98284

Scott Waldal
7735 State Route 9
Sedro Woolley, WA 98284

Jane Doe Waldal
Spouse of Scott Waldal
7735 State Route 9
Sedro Woolley, WA 98284

NOTICE OF TRUSTEE'S SALE - 2

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