


RECORDED AT THE REQUEST OF:
R. Michael Kight
P. O. Box 79
Everett, WA 98206
No. 14997.0022


200903130115
Skagit County Auditor
3/13/2009 Page 1 of 5 11:22AM

NOTICE OF TRUSTEE'S SALE

I

GUARDIAN NORTHWEST TITLE CO.

96245-2

NOTICE IS HEREBY GIVEN that Dennis Jordan, the undersigned Trustee, will on June 26, 2009, at the hour of 11:00 a.m. at the Kincaid Street entrance to the Skagit County Courthouse, 205 W. Kincaid Street, in the city of Mount Vernon, WA, 98273, 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:

Great American Dream 200310070235

Tract No. 2 of SHORT PLAT NO. 10-86, approved April 10, 1986, and recorded April 11, 1986, under Auditor's File No. 8604110016, records of Skagit County, Washington, in Volume 7 of Short Plats, page 81, records of Skagit County, Washington; being a portion of the Southeast Quarter of the Southeast Quarter in Section 29, Township 35 North, Range 4 East of the Willamette Meridian;

EXCEPTING THEREFROM the following:

TRACT 2-B, as shown on that certain survey recorded November 15, 1990, under Skagit County Auditor's File No. 9011150002, records of Skagit County, Washington;

ALSO EXCEPT the North 245 feet thereof;

AND ALSO EXCEPT the following:

Beginning at the Northeast corner of said Lot 2, being also the West line of Peacock Lane; thence South 88°56'41" West along the North line of said Lot 2, a distance of 300.00 feet; Thence South 4°53'30" West, a distance of 20 feet; Thence North 88°56'41" East, a distance of 300.00 feet to the West line of Peacock Lane; Thence North 4°53'30" East, a distance of 20 feet to the point of beginning

Situate in Skagit County, Washington.

Tax Account Nos. 350429-4-009-0005 (P38082)
350429-4-009-0500 (P114317)
350429-4-009-0302 (P6280)

which is subject to that certain Deed of Trust dated October 6, 2003, and recorded on October 7, 2003, under Auditor's File No. 200310070235, records of Skagit County, Washington, from THE GREAT AMERICAN DREAM, INC., as Grantor, to FIRST AMERICAN TITLE COMPANY, as Trustee, to secure an obligation in favor of HENRY T. NEWTON AS TRUSTEE OF THE NEWTON-KIGHT RETIREMENT TRUST, 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 default(s) for which this foreclosure is made is/are as follows:

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

Failure to pay the principal balance
which was due in full on October 3, 2008: \$650,000.00

Delinquent interest, including at default
rate from July 3, 2008 to March 3, 2009: \$61,425.00

Late charges: \$8,775.00

Total: \$720,200.00

Also, failure to pay 2008 real estate taxes

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$650,000.00, together with interest as in the note or other instrument secured from July 3, 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 June 26, 2009. The default(s) referred to in Paragraph III must be cured by June 15, 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 June 15, 2009 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after June 15, 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:

The Great American Dream, Inc.
3001 Old Hwy 99 South Road, Suite 102
Mount Vernon, WA 98273

The Great American Dream, Inc.
638 Sunset Park Drive, Suite 215
Sedro Woolley, WA 98284

The Great American Dream, Inc.
160 Cascade Place Pl. #229
Burlington, WA 98233

The Great American Dream, Inc.
P.O. Box 429
Conway, WA 98238

by both first class mail and certified mail on February 4, 2009, proof of which is in the possession of the Trustee; and the Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, or was personally served on the Borrower and Grantor, on February 7, 2009, and the Trustee has possession of proof of such posting or service.

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 objections 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

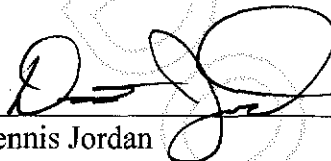
NOTICE TO OCCUPANTS OR TENANTS

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.

XI

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

DATED this 10 day of March, 2009.



Dennis Jordan
Successor Trustee
Post Office Box 79
Everett, WA 98206
(425) 259-5106

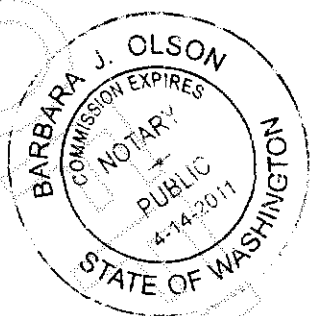
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Dennis Jordan, 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.



200903130115
Skagit County Auditor

GIVEN UNDER my hand and official seal this 10 day of March, 2009.



Barbara J. Olson
Print Name Barbara J. OLSON
NOTARY PUBLIC in and for the State of Washington.
My Appointment Expires: 4-14-11

