



200904150097

Skagit County Auditor

4/15/2009 Page

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7 1:27PM

Recorded at the Request of
FP Trustee Services, Inc.
1111 Third Avenue, Suite 3400
Seattle, WA 98101
Attn: Janice Bolen

GUARDIAN NORTHWEST TITLE CO.

46271-2

DOCUMENT TITLE : NOTICE OF TRUSTEE'S SALE

GRANTOR : FP TRUSTEE SERVICES, INC.,
TRUSTEE

GRANTEE : THE PUBLIC/LANDMARK
BUILDING AND DEVELOPMENT,
INC.

LEGAL DESCRIPTION : Lots 1, 2, 3, 4, 13, 14, 15, and 16,
"Thyme Square Binding Site Plan"
Skagit County, Washington
Additional legal description is on Page 1
to this document

REF. NO. OF DOCUMENT: 200801310144

ASSESSOR'S PROPERTY
TAX PARCEL NO.

8062-000-001-0000 (P123728);
8062-000-002-0000 (P123729);
8062-000-003-0000 (P123730);
8062-000-004-0000 (P123731);
8062-000-013-0000 (P123740);
8062-000-014-0000 (P123741);
8062-000-015-0000 (P123742);
8062-000-016-0000 (P123743).

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 RCW

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 24th day of July, 2009, at the hour of 10:00 a.m., at the main entrance to the Skagit County Courthouse located at 3rd and Kincaid Street, 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 and personal property, situated in the County of Skagit, State of Washington (the "Property"), to-wit:

Lots 1, 2, 3, 4 and Lots 13, 14, 15, 16, 'THYME SQUARE BINDING SITE PLAN', as per plat recorded on November 10, 2005, under Auditor's File No. 200511100117, records of Skagit County, Washington, situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

TOGETHER WITH all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith.

The beneficiary has elected to treat the Property as real estate and to sell it as real estate at the trustee's sale.



The Property is subject to that certain Commercial Construction Deed of Trust ("Deed of Trust") dated February 1, 2008 and recorded on January 31, 2008 under recorder's/ auditor's no. 200801310144, records of Skagit County, Washington from LANDMARK BUILDING AND DEVELOPMENT, INC., a Washington corporation, as Grantor, to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of COLUMBIA STATE BANK – BUILDER BANKING KING COUNTY OFFICE, 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 defaults for which this foreclosure is made are as follows:

1. Failure to pay the general taxes on the Property for the years 2007 and 2008.
2. Failure to pay when due the following amounts on this loan, which matured on February 10, 2009:

Principal balance in full	\$409,011.81
Accrued interest from October 10, 2008 to April 10, 2009 at the rate(s) defined in the note	11,480.79
Late fees	418.96
Total	\$420,911.56

IV.

The sum owing on the obligation secured by the Deed of Trust is Principal \$409,011.81, together with interest as provided in the note or other instrument secured from the 10th day of October, 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 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 any warranty, express or implied, regarding title, possession, or encumbrances on the 24th day of July, 2009. The sale may be terminated any time before the sale by the Borrower, Grantor or Guarantor or the holder of any recorded junior lien or encumbrance paying the entire principal balance and accrued interest as set forth above, 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.

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 Highway 99 S Rd, #102
Mount Vernon, WA 98273

The Great American Dream, Inc.
c/o John Ellis, Registered Agent
3001 Old Highway 99 S Rd, #102
Mount Vernon, WA 98273

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

Landmark Building & Development, Inc.
c/o John Ellis, Registered Agent
3001 Old Highway 99 S Rd, #102
Mount Vernon, WA 98273

John and Shannon Ellis, Guarantors
3001 Old Highway 99 S Rd, #102
Mount Vernon, WA 98273

by both first class and certified mail on the 29th day of January, 2009, proof of which is in the possession of the Trustee; and the written notice of default was posted in a conspicuous place on the real property described in paragraph I above, on the 29th day of January, 2009, 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 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.

The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien being foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this Property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the Property, and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the Property. No representations or warranties are made concerning the physical condition of the Property, or whether there are any environmental or hazardous waste liabilities or problems connected with this Property. Any person desiring title information, information concerning the physical condition of the Property, information concerning any hazardous waste or environmental issues, or other information about the real Property being foreclosed upon should obtain all such information independently.

X.

NOTICE TO GUARANTOR

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.



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.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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acknowledged it as the President of FP Trustee Services, Inc., a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 10th day of April, 2009.

Janice Bolen
(Signature of Notary)

Janice Bolen

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at Bellevue, Wa

My appointment expires 4/30/11

