

When recorded return to:

Michael A. Winslow  
411 Main Street  
Mount Vernon, Washington 98273



200904210056

Skagit County Auditor

4/21/2009 Page 1 of 5 2:53PM

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***Notice of Trustee's Sale***

**Grantor:** Michael A. Winslow, Successor Trustee

**Grantee:** Edgewater Plaza, LLC, Grantor under the Deed of Trust

**Legal Description:**

THE NORTH 32 FEET OF THE WEST 10 FEET OF LOT 4; AND THE NORTH 32 FEET OF LOT 5; AND ALL LOTS 6 AND 7, BLOCK 6, "WEST MT. VERNON, SKAGIT CO." AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 81, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Situated in the County of Skagit, State of Washington.

**Assessor's Property Tax**

**Parcel or Account No.:** 3767-006-007-0007 / P54831

**Reference Nos of Documents**

**Assigned or Released** 200703190243

# NOTICE OF TRUSTEE'S SALE

PURSUANT TO RCW 61.24, ET SEQ.

TO: Duane D. Youngren  
Tiffany V. Youngren  
Edgewater Plaza, LLC  
7127 Covered Bridge Drive  
Austin, TX. 78736

Occupant  
621 W. Division Street  
Mount Vernon, WA. 98273

Occupant  
617 W. Division Street  
Mount Vernon, WA. 98273

Occupant  
619 W. Division Street  
Mount Vernon, WA. 98273

Duane D. Youngren  
7127 Covered Bridge Drive  
Austin, TX. 78736

Tiffany V. Youngren  
7127 Covered Bridge Drive  
Austin, TX. 78736

Edgewater Plaza, LLC  
c/o John Whitney  
1413 E. College Way  
Mount Vernon, WA. 98273

LaVerne Krieger and Timothy Krieger  
4818 New Woods Place  
Mount Vernon, WA. 98274

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on July 24, 2009, at the hour of 10:00 a.m. on the first floor of the Skagit County Courthouse, 205 Kincaid St., Mount Vernon, Skagit County, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Skagit County, Washington, to wit:

THE NORTH 32 FEET OF THE WEST 10 FEET OF LOT 4; AND THE NORTH 32 FEET OF LOT 5; AND ALL LOTS 6 AND 7, BLOCK 6, "WEST MT. VERNON, SKAGIT CO." AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 81, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Situated in the County of Skagit, State of Washington.

commonly known as 621 W. Division Street, Mount Vernon, WA. 98273, which is subject to that certain Deed of Trust dated March 14, 2007, recorded under Auditor's File No. 200703190243, records of Skagit County, Washington, from Edgewater Plaza, LLC, as Grantor, to Land Title Company, as Trustee, to secure an obligation in favor of Business Bank of Skagit County, as Beneficiary.

2. No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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.

3. The defaults for which this foreclosure is made are as follows:

a. Non-monetary defaults:

Real Property taxes owing for 2008 in the total sum of \$3,1448.75. Provide copy of receipt for payment.



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Fire insurance - failure to maintain - Provide proof of fire insurance currently in force.

b. Failure to pay when due the following amounts which are now in arrears:

Monthly Installment Payments:

9 monthly payments due from 8/14/08 to 4/14/09 \$16,139.70

Late Charges: \$ 807.03

TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$16,946.73

4. The principal sum owing on the obligation secured by the Deed of Trust is \$222,947.15, together with interest as provided in the note or other instrument secured from March 14, 2007, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.
5. The above described real property will be sold to satisfy the expense of sale and 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 July 24, 2009. The defaults referred to in Paragraph 3 must be cured by July 13, 2009, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before July 13, 2009, the defaults 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 July 13, 2009, and before the sale by the Borrower or 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.
6. A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor or the Grantor's successor in interest at the following address:

Edgewater Plaza, LLC  
Duane D. Youngren  
Tiffany V. Youngren  
16497 Dunbar Road  
Mount Vernon, WA. 98273

Duane D. Youngren  
16497 Dunbar Road  
Mount Vernon, WA. 98273

Duane D. Youngren  
7127 Covered Bridge Drive  
Austin, TX. 78736

Tiffany V. Youngren  
16497 Dunbar Road  
Mount Vernon, WA. 98273

Tiffany V. Youngren  
7127 Covered Bridge Drive  
Austin, TX. 78736

by both first class and certified mail on March 17, 2009, proof of which is in the possession of the Trustee; and the Borrower and the Grantor or the Grantor's successor in interest was personally served on March 18, 2009, 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.

7. 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.
8. 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 pr



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9. 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 a waiver of any proper grounds for invalidating the Trustee's sale.

### NOTICE TO OCCUPANTS OR TENANTS

10. 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 proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.
11. The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien 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 representation 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 must obtain all such information independently.

### GUARANTOR'S LIABILITY FOR DEFICIENCY

You are hereby notified as follows:

1. The Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at trustee's sale is less than 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 a given to the Grantor in order to avoid the trustee's sale;
3. The Guarantor has no right to redeem the property after the trustee's sale;
4. Any action brought to enforce a guarantee 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, except to the extent that such period has otherwise been tolled as set forth in the Act; 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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**FAIR DEBT COLLECTION PRACTICE ACT NOTICE**

Any information obtained from the debtor will be used for the purpose of collecting the debt.

DATED: April 21, 2009.

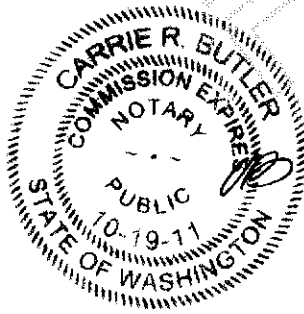


Michael A. Winslow, Successor Trustee  
Attorney at Law  
411 Main Street  
Mount Vernon, WA 98273

State of Washington )  
                                  )ss  
County of Skagit     )

I certify that I know or have satisfactory evidence that Michael A. Winslow, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

DATED: April 21, 2009.



Notary Public  
My appointment expires 11-19-11



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