



200904240092

Skagit County Auditor

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

GUARDIAN NORTHWEST TITLE CO.

96272-2

DOCUMENT TITLE : NOTICE OF TRUSTEE'S SALE

GRANTOR : FP TRUSTEE SERVICES, INC.  
TRUSTEE

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

LEGAL DESCRIPTION : Lots 11 and 40, "Plat of Trumpeter  
Meadows," as per plat recorded on  
October 12, 2005, under Auditor's  
File No. 200510120048,  
Skagit County, Washington

Additional legal description is on page 1  
of this document

REF. NO. OF DOCUMENT: 200805140066

ASSESSOR'S PROPERTY  
TAX PARCEL NO. : 4872-000-011-0000 (P123473)  
4872-000-040-0000 (P123502)

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 3<sup>rd</sup> 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 11 and 40, "PLAT OF TRUMPETER MEADOWS," as per plat recorded on October 12, 2005, under Auditor's File No. 200510120048, records of Skagit County, 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 commonly known as 1914 Tundra Loop and 3623 Tundra Court, Mount Vernon, Washington 98273, and is subject to that certain Deed of Trust dated May



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13, 2008, recorded on May 14, 2008, under auditor's/recorder's no. 200805140066, 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 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 default(s) for which this foreclosure is made is/are as follows:

1. Failure to pay the general taxes on the Property for the year 2008;
2. Failure to pay and discharge liens levied against the Property;
3. Failure to pay when due the following amounts which are now in arrears:

Monthly Payments:

Monthly payments of interest only from November 11, 2008	\$12,530.70
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Late Charges:

Late charges	392.06
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TOTAL MONTHLY PAYMENTS AND LATE CHARGES,	\$12,922.76
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IV.

The sum owing on the obligation secured by the Deed of Trust is a principal balance of \$357,944.84, together with interest as provided in the note or other instrument secured from the 11<sup>th</sup> day of November, 2008, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.



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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 defaults referred to in paragraph III, together with any payments, late charges and advances falling due after the date of this notice must be cured and all costs and fees paid by the 13th day of July, 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 the 13th day of July, 2009 (11 days before the sale date), the defaults, as set forth in paragraph III, together with any payments, late charges, and advances falling due after the date of this notice are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 13th day of July, 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 balance 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:

<u>Name</u>	<u>Address</u>
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	



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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 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 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.

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.

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.

DATED: April 22, 2009.

FP TRUSTEE SERVICES, INC.,  
TRUSTEE

By 

Jane Pearson, President

1111 Third Avenue, Suite 3400

Seattle, WA 98101-3299

(206) 447-4400

**Please direct inquiries to:**

**Janice Bolen**

**(206) 447-5932**



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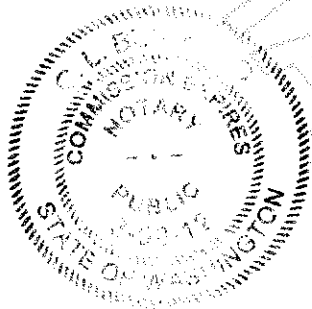
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that JANE PEARSON is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and 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.

GIVEN under my hand and official seal this 22<sup>nd</sup> day of April, 2009.



C. L. Burrows  
(Signature of Notary)

C. L. BURROWS  
(Legibly Print or Stamp Name of Notary)

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

My appointment expires 03-09-2012

