

Recorded at the Request of:  
Michael D. Bohannon, PLLC  
P. O. Box 2326  
Poulsbo, WA 98370



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Skagit County Auditor

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**NOTICE OF TRUSTEE'S SALE**

47395-2

Reference Number: 200702160122  
Grantor: McCarthy Investments, LLC, a Washington Limited Liability Company  
Grantee: Whidbey Island Bank  
Legal Description: Lot 2, Block 22, "Map of Syndicate Addition to the Town of La Conner, Skagit County, WA  
Tax Parcel Number: 4128-022-022-0001 P74397

**GUARDIAN NORTHWEST TITLE CO.**

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee will on **October 2, 2009, at 10:00 a.m.**, at the main entrance of the Skagit County Courthouse, located at 205 W. Kincaid Street, 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 property, situated in the County of Skagit, State of Washington, to wit:

Lot 2, Block 22, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LACONNER, SKAGIT COUNTY, WASHINGTON, as per plat recorded in Volume 2 of Plats, Page 109, records of Skagit County, Washington.

The aforescribed real property is subject to that certain Deed of Trust dated February 15, 2007, recorded February 16, 2007, under Auditor's File No. 200702160122 of Skagit County, State of Washington from McCarthy Investments, LLC as Grantor, to Land Title Company-Burlington, Trustee, to secure an obligation in favor of Whidbey Island Bank who as the original Beneficiary or due to assignment, is now the current 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 secured by the Deed of Trust in any Court by reason of the Borrower or Grantor default on the obligation secured by the Deed of Trust.

## III

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

A.	Monthly payments	\$38,966.72
B.	Late charges	\$ 2,562.57
C.	Other arrearages	\$18,557.58
	<b>Total arrearages</b>	<b><u>\$60,086.87</u></b>
E.	Trustee's expenses	
	Trustee's fees	\$ 1,500.00
	Title report	\$ 1,919.47
	Process service	\$ 260.00
	Long distance	\$ 20.00
	Recording fees	\$ 66.00
	Statutory mailings	\$ 156.00
	Photocopies	\$ 144.00
	Publication (estimate)	\$ 900.00
	<b>Total costs</b>	<b><u>\$4,965.47</u></b>

**Total Estimated Reinstatement Amount as of September 21, 2009: \$65,052.34**

Other potential defaults do not involve payment to the Beneficiary of the obligation secured by the Deed of Trust. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which are or may be applicable. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

### OTHER DEFAULT

Non payment of Taxes/Assessments

Default under any senior liens

Failure to insure property against hazard

Waste

### ACTION NECESSARY TO CURE

Deliver to Trustee written proof that all taxes and assessments against the property are paid current.

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.

Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust.

Cease and desist from committing waste, repair



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Unauthorized sale of property (Due on Sale)

all damage to property and maintain property  
as required in Deed of Trust.  
Revert title to permitted vestee.

#### IV

The sum owing on obligation secured by the Deed of Trust is: Principal **\$755,985.58**, together with interest as provided in the underlying Note and such other costs and fees as are due under the Note and Deed of Trust 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 **October 2, 2009**. The defaults referred to in Paragraph III must be cured by **September 21, 2009**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **September 21, 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 **September 21, 2009**, and before the sale by the Borrower, Grantor, any Guarantor, their successor in interest or the holder of any recorded junior lien or encumbrance, by 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 or Grantor at the following addresses:

McCarthy Investments, LLC  
117 Maple Street  
La Conner, WA 98257

McCarthy Investments, LLC  
c/o George McCarthy  
205 Dalan Place  
La Conner, WA 98257

McCarthy Investments, LLC  
P. O. Box 724  
La Conner, WA 98257

by both first class mail and certified mail on May 6, 2009, proof of which is in the possession of the Trustee; and the Borrower and the Grantor were personally served on May 10, 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.

#### 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.



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Michael D. Bohannon, Trustee  
19586 10<sup>th</sup> Avenue NE, Suite 300  
P. O. Box 2326  
Poulsbo, WA 98370  
(360) 779-6665

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 objection to the sale on any grounds whatsoever is afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the 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

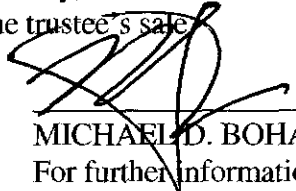
The purchaser at the trustee's sale is entitled to possession of the property on the 20<sup>th</sup> day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20<sup>th</sup> 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

NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (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; 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.

DATED this June 16, 2009.

  
MICHAEL D. BOHANNON, Trustee  
For further information please call (360) 779-6665



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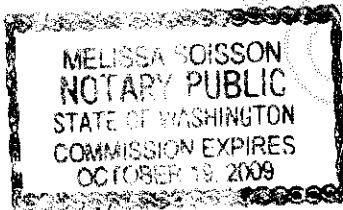
STATE OF WASHINGTON )

: ss.

County of Kitsap )

This is to certify that before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL D. BOHANNON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this June 16, 2009.



*Melissa S. Soisson*

NOTARY PUBLIC in and for the State of Washington

Residing at: Poulsbo, WA

My Commission Expires: 10/19/09

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.**



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