

After Recording Return To:  
Richard J. Schroeder  
DWTR&J Corp.  
1201 Third Avenue, Suite 2200  
Seattle, Washington 98101



200906300063  
Skagit County Auditor

6/30/2009 Page 1 of 6 11:20AM

### NOTICE OF TRUSTEE'S SALE

**Reference No. (Deed of Trust):** 200609210076

**Trustee:** DWTR&J CORP., a Washington corporation

**Grantor (Borrower):** EQUILATERAL HOLDINGS, LLC, a Washington  
limited liability company

**Grantee (Lender):** HORIZON BANK, a Washington corporation

**Abbreviated Legal Description:** Lt 4B-Bay Ridge Business Park BSP Ph 4 BSP No. PL-  
06-0184.

**Additional Legal(s) on Page 1**

**Assessor's Property Tax Parcel Account Number(s):** 8065-000-002-0000

## NOTICE OF TRUSTEE'S SALE

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TO: Equitable Holdings, LLC  
11857 Bay Ridge Drive  
Burlington, WA 98233

TO: Evergreen Community Development  
Association  
901 5th Avenue, Suite 2900  
Seattle, WA 98164

TO: Transform, LLC  
11857 Bay Ridge Dr.  
Burlington, WA 98233

TO: United States Small Business  
Administration  
Fresno Commercial Loan Service Center  
2719 North Air Fresno Drive, Suite 107  
Fresno, CA 93727-1547

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 2nd day of October, 2009, at the hour of 10:00 o'clock a.m. at the lobby of the Skagit County Courthouse, 205 W. Kincaid, in the City of Mount Vernon, State of Washington, 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:

Lot 4B of Bay Ridge Business Park Binding Site Plan, Phase 4, BSP No. PL-06-0184, as approved July 28, 2006, and recorded July 28, 2006, under Auditor's File No. 200607280039, records of Skagit County, Washington; being a portion of Southeast Quarter of Section 34, Township 35 North, Range 3 East of the Willamette Meridian.

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

11857 Bay Ridge Dr.  
Burlington, WA 98233  
APN: 8065-000-002-0000

TOGETHER WITH all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the Real Property, including without limitation all minerals, oil, gas,

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geothermal and similar matters; TOGETHER WITH all equipment, fixtures, and other articles of personal property now or hereafter attached or affixed to the Real Property, all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of any of the real or personal property described herein; and TOGETHER WITH all leases, rents and profits of any of the foregoing. All real and personal property and leases, rents, issues and profits described above are referred to collectively as the "Property."

The Property is subject to that certain Construction Deed of Trust dated September 20, 2006, recorded September 21, 2006, under Auditor's File No. 200609210076, records of Skagit County, Washington, from Equilateral Holdings, LLC, a Washington limited liability company as Grantor, to DWTR&J Corp., as successor Trustee, to secure an obligation in favor of Horizon Bank, 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 is/are as follows:

1.	Interest payments due through April 15, 2009	\$75,900.32
2.	Late Charges	\$30,915.59
3.	Total:	<b>\$106,815.91</b>
4.	Encumbrances of the real property legally described above with liens, including those for an unsatisfied judgment, without consent of Beneficiary	

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$5,628,035.56, together with interest from January 15, 2009, as provided in the note or other instrument secured (the "Note"), and such other costs and fees as are due under the Note, all as shown above, and as are provided by statute.

(a)	Trustee's Sale Guaranty Policy	\$4,000.00 (estimated)
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(b)	Recording Fees	\$75.00 (estimated)
(c)	Certified Mail	\$50.00 (estimated)
(d)	Posting and Service of Notices	\$200.00 (estimated)
(e)	Photocopies	\$50.00 (estimated)
(f)	Publication	\$0.00 (not yet incurred as of the date of this notice)
(j)	Attorneys' Fees	\$7,500.00 (estimated)
<b>TOTAL CHARGES, COSTS AND FEES</b>		<b>\$11,875.00 (estimated)</b>

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 the 2nd day of October, 2009. The default(s) referred to in paragraph II, must be cured by the 21st day of September, 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 21st day of September, 2009, (11 days before the sale date), the default(s) 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 the 21st day of September, 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 to the Borrower and Grantor at the following addresses:

Equilateral Holdings, LLC  
11857 Bay Ridge Drive  
Burlington, WA 98233

by both first class and certified mail on the 24th day of April, 2009, proof of which is in the possession of the Trustee; and on April 27, 2009, said 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.

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 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.

NOTICE TO GUARANTORS

To any and all guarantors of the obligation secured by the Deed of Trust:

1. You 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. You have 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. You will have no right to redeem the property after the trustee's sale;
4. Subject to such longer periods as are provided the Washington deed of trust act, chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced

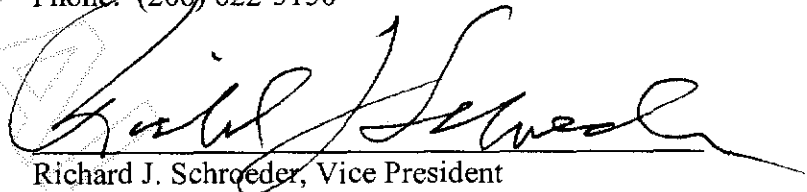


within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and

5. In any action for a deficiency, you 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 as of June 29, 2009.

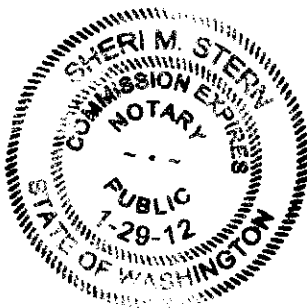
Trustee: DWTR&J Corp.  
c/o Davis Wright Tremaine LLP  
Attn: Richard J. Schroeder  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101-3045  
Phone: (206) 622-3150

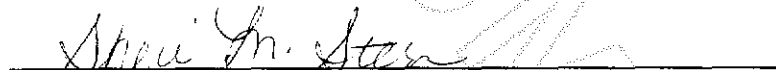
  
Richard J. Schroeder, Vice President

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 29 day of June, 2009, before me, a Notary Public in and for the State of Washington, personally appeared Richard J. Schroeder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a Vice President of DWTR&J Corp., to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



  
NOTARY PUBLIC in and for the State of Washington,  
residing at Issaquah, WA  
My appointment expires 1/29/12  
Print Name Sheri M. Stern

