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Skagit County Auditor

7/13/2009 Page 1 of 4 10:24AM

DOCUMENT TITLE: NOTICE OF TRUSTEE'S SALE
REFERENCE NUMBER OF RELATED DOCUMENT: 200612200087
GRANTOR(S): LAUGHLAN H. CLARK, ESQ., TRUSTEE
GRANTEE(S): OAK TREE PROPERTIES, LLC
ABBREVIATED LEGAL DESCRIPTION: Lots 80, 82, 83 and 85, MADDOX CREEK PUD NO. 1
ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 2 OF DOCUMENT.
ASSESSOR'S TAX PARCEL NUMBER(S): P109370; P109372; P109373 & P109375

NOTICE OF TRUSTEE'S SALE

TO: Oak Tree Properties
4815 117th Place NE
Kirkland, WA 98033

Philip V. and Patsy J. Leng, Personal Guarantors
4815 117th Place NE
Kirkland, WA 98033

Richard G. Nord Sr. & Dawn M. Nord
P.O. Box 713
Conway, WA 98238

Stephen E. Nicol
Youngquist & Betz
904 South Third
Mt. Vernon, WA 98273

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 16th day of October, 2009, at the hour of 10:00 a.m. in the lobby of the Skagit County Courthouse, 205 W. Kincaid Street, in the City of Mt. 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:

Lots 80, 82, 83 and 85, "MADDOX CREEK P.U.D. PHASE 1," as per plat recorded in Volume 16 of Plats, pages 121 through 130, inclusive, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit County, State of Washington.

which is subject to that certain Deed of Trust dated December 19, 2006, and recorded on December 20, 2006, under Skagit County, Washington, Auditor's File No. 200612200087, from Oak Tree Properties, LLC, as Grantor, to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank, 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 Grantor's default on the obligation secured by the Deed of Trust.

3. The default, for which this foreclosure is made is as follows:

Monetary Default:

a. Failure to make principal payment due March 30, 2009, in the sum of \$317,846.60, together with default penalties pursuant to the terms of the Promissory Note dated December 19, 2006, and Change in Terms Agreement dated January 26, 2009; and

Non-Monetary Default:

a. Failure to keep the property free and clear of all other charges, liens or encumbrances.

4. The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$317,846.60, together with interest as provided in the Note or other instrument secured from the 19th day of December, 2006, and such other costs of cure 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 the obligation secured by the Deed of Trust as provided by statute. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the **16th day of October, 2009.** The defaults referred to in paragraph 3 must be cured by the 5th day of October, 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 5th day of October, 2009 (11 days



before the sale date), the default as set forth in paragraph 3 is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 5th day of October, 2009 (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by 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 Grantor or the Grantors' successor in interest at the following address:

<u>NAME</u>	<u>ADDRESS</u>
Oak Tree Properties	4815 117 th Place NE Kirkland, WA 98033
Philip V. and Patsy J. Leng Personal Guarantors	4815 117 th Place NE Kirkland, WA 98033

by both first class and certified mail on the 29th day of May, 2009, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 30th day of May, 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 1 above, and the Trustee has possession of proof of such service or posting.

7. The Trustee, whose name and address is 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 property.

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.

10. 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.

11. NOTICE TO GUARANTOR. 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. 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 cost.

The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as given to the Grantor in order to avoid the Trustee's Sale. The Guarantor will have no right to redeem the Property after the Trustee's Sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

DATED this 9 day of July, 2009.

TRUSTEE:



LAUGHLAN H. CLARK

Attorney at Law

P.O. Box 5226

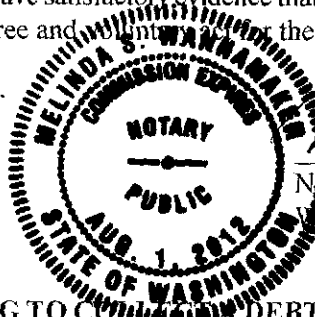
Bellingham, Washington 98227

(360) 647-1500

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that LAUGHLAN H. CLARK signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 9, 2009.



NOTARY PUBLIC in and for the State of
Washington. My commission expires 8-1-12

THIS FIRM IS ATTEMPTING TO COLLECT DEBT. ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

