

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Skagit Law Group, PLLC
P.O. Box 336 / 227 Freeway Drive, Ste B
Mount Vernon, WA 98273



200909090060
Skagit County Auditor

9/9/2009 Page 1 of 7 3:32PM

NOTICE OF TRUSTEE'S SALE

Reference No.: 200412270109 (Deed of Trust)
Grantor (s): SKAGIT LAW GROUP, PLLC, Successor Trustee
Grantee (s): THE PUBLIC
A & A PROPERTY MANAGEMENT, LLC, a
Washington limited liability company

Additional Grantor(s) on page(s):
Additional Grantee(s) on page(s):
Abbreviated Legal: Ptn SW ¼ of SE ¼, 6-34-4E, W.M.,
aka Trs. 3 and 4 SP #BURL-4-81

Additional Legal on page(s): 1
Assessor's Tax Parcel Nos.: P23886 / 340406-4-006-0402
P23887 / 340406-4-006-0501

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, December 11, 2009, at the hour of 9:30 a.m.** at the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, in the 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 property, situated in the County of Skagit, State of Washington, which may be sold in gross or in parcels as the Trustee may deem most advantageous at the time of sale, to-wit:

Tracts 3 and 4, Short Plat No. Burl 4-81, approved October 15, 1981, recorded October 16, 1981 in Book 5 of Short Plats, page 133, under Auditor's File No. 8110160009 and being a portion of the Southwest ¼ of the Southeast ¼ of Section 6, Township 34 North, Range 4 East, W.M.

Situate in the City of Burlington, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated December 24, 2004, recorded December 27, 2004 under Auditor's File No. 200412270109, records of Skagit County, Washington, which Deed of Trust is from A & A Property Management, LLC, a Washington limited liability company, as Grantor, to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded July 21, 2009 under Auditor's File No. 200907210111, records of Skagit County, Washington.

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:

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

Principal balloon payment due April 4, 2009:	\$144,953.64
Interest (as of September 1, 2009):	3,905.39
Late fees:	<u>7,372.38</u>
Subtotal:	\$156,231.41

Failure to pay real property taxes for the first half of 2009.

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. 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:

Action to Cure Default:

TAXES/ASSESSMENTS

Deliver to Successor Trustee written proof that the Borrower/Grantor has reimbursed the Beneficiary as required by the note.

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FAILURE TO INSURE
PROPERTY AGAINST
HAZARD

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

LIENS

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

JUDGMENTS

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

WASTE

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.

UNAUTHORIZED SALE
OF PROPERTY (DUE
ON SALE)

Revert title to permitted vestee.

Costs and Fees:

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs and fees:

Trustee's fees:	\$1,500.00
Title report:	730.36
Service/posting of foreclosure notices:	150.00
Long distance telephone charges:	25.00
Recording fees:	148.00
Mailing costs:	105.00
Photocopies:	<u>20.00</u>
Subtotal:	\$2,678.36

Total Current Estimated Amount: **\$158,909.77**

Additional Arrearages:

Interest: 9-2-09 – 11-30-09: **2,323.23**

Additional Costs and Fees:

Additional trustee's or attorney's fees:
Publication costs: **\$1,000.00**

Total Estimated Amount as of November 30, 2009: **\$162,233.00**



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IV

The sum owing on the obligation secured by the Deed of Trust is: Principal approximately **\$144,953.64** as of April 4, 2009, together with interest as provided in the note or other instrument secured, and such other costs and fees as are due under the note or other instrument secured, 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 without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or encumbrances on **December 11, 2009**. The default(s) referred to in paragraph III must be cured by **November 30, 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 **November 30, 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 **November 30, 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 or Trustee to the Borrower and Grantor at the following addresses:

A & A Property Management, LLC
3001 Highway 99 S., Suite 201
Mount Vernon, WA 98273-9044

A & A Property Management, LLC
25406 Walker Valley Road
Mount Vernon, WA 98274

A & A Property Management, LLC
17713 Dunbar Road, Suite B
Mount Vernon, WA 98273

A & A Property Management, LLC
c/o Lawrence A. Pirkle, Reg'd Agent
321 West Washington Street, Suite 300
Mount Vernon, WA 98273



Perkes Properties, LLC
c/o Lawrence A. Pirkle, Reg'd Agent
321 West Washington Street, Suite 300
Mount Vernon, WA 98273

Alan N. Perkes
Jane Doe Perkes
3001 Highway 99 S., Suite #201
Mount Vernon, WA 98273

Alan N. Perkes
Jane Doe Perkes
25406 Walker Valley Road
Mount Vernon, WA 98273

Alan N. Perkes
Jane Doe Perkes
17713 Dunbar Road, Suite B
Mount Vernon, WA 98273

Perkes Properties, LLC
17713-B Dunbar Road
Mount Vernon, WA 98273

Domino Development, LLC
c/o Allan Foss, Registered Agent
222 Skagit Way
LaConner, WA 98257

by both first class and certified mail on July 13, 2009, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on July 14, 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.



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 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 who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

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, 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. The failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the Grantor, or the trustee's sale.



