



200909220058
Skagit County Auditor

9/22/2009 Page 1 of 5 3:09PM

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

NOTICE OF TRUSTEE'S SALE

98106-2

GUARDIAN NORTHWEST TITLE CO.

Reference Number: 200508150210
Grantor: Knight Construction and Design, LLC, a Washington limited liability company
Grantee: Whidbey Island Bank
Legal Description: Ptn. Lots 64 and 65, "ANACO BEACH, SKAGIT COUNTY, WASHINGTON" (aka Lot 3, Todd Kirkpatrick Short Plat
Tax Parcel Number: 3858-000-065-0400 (P123000)

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

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **January 8, 2010, 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 3, City of Anacortes Short Plat for Todd Kirkpatrick, approved May 16, 2005, and recorded May 20, 2005, under Auditor's File No. 200505200118, records of Skagit County, Washington; being a portion of Tract 65 and the North 1/2 of Tract 64, "ANACO BEACH, SKAGIT COUNTY, WASHINGTON", according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

The aforescribed real property is subject to that certain Deed of Trust dated August 15, 2005, recorded August 15, 2005, under Auditor's File No. 200508150210 of Skagit County, State of Washington from Knight Construction and Design, LLC as Grantor, to Chicago Title Company-Anacortes, 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's or Grantor's 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		\$ 3,650.93
B.	Late charges		\$ 277.83
	Total arrearages	<u>\$3,928.76</u>	
C.	Trustee's expenses		
	Trustee's fees		\$ 1,200.00
	Advances by Beneficiary		\$ 560.00
	Attorney's fees		\$ 468.00
	Title report		\$ 731.43
	Process service		\$ 260.00
	Long distance		\$ 20.00
	Recording fees		\$ 86.00
	Statutory mailings		\$ 84.00
	Photocopies		\$ 56.00
	Publication (estimate)		\$ 1,000.00
	Total costs	<u>\$4,465.43</u>	

Total Estimated Amount as of September 18, 2009: \$8,394.19

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

ACTION NECESSARY TO CURE

Non payment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current.
Default under any senior liens	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
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.



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IV

The sum owing on obligation secured by the Deed of Trust is: Principal **\$157,500.00**, 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 **January 8, 2010**. The defaults referred to in Paragraph III must be cured by **December 28, 2009**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **December 28, 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 **December 28, 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:

Knight Construction & Design, LLC
4301 Marine Crest Place (fka 4301 Marine
Drive)
Anacortes, WA 98221

Knight Construction & Design, LLC
4301 Marine Crest Place (fka 4301 Marine
Drive)
Anacortes, WA 98221

W. Patrick Knight
5220 Maritime Court
Anacortes, WA 98221

by both first class mail and certified mail on August 12, 2009, proof of which is in the possession of the Trustee; and the Borrower and the Grantor were personally served on August 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.

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



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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

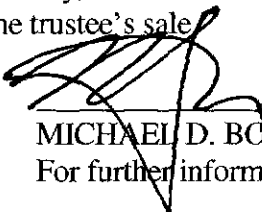
The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20th day following the sale,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

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 September 18, 2009.


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

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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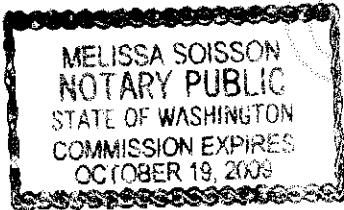
STATE OF WASHINGTON)

: 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 September 18, 2009.



Melissa Soisson

NOTARY PUBLIC in and for the State of Washington
Residing at: Poulsbo, WA
My Commission Expires: 10/19/09



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