

Filed for Record at Request of:
David R. Riley
Weinstein & Riley, P.S.
2001 Western Avenue, Suite 400
Seattle, WA 98121



200910090076
Skagit County Auditor

10/9/2009 Page 1 of 6 3:18PM

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, *et seq.*

TO: Rose Lynn Corporation
P.O. Box 12792
Mill Creek, WA 98082

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, David R. Riley of Weinstein & Riley, P.S., will on the 8th day of January 2010, at the hour of 10:00 o'clock a.m., outside at the main entrance to the Skagit County Courthouse, 205 W. Kincaid Street, Mt. Vernon, 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, legally described on Exhibit "A" attached hereto and briefly described as follows:

PTN. SE ¼ SE 1/4., SEC. 30, TWN 34N, RG 4E.

The Real Property or its address is commonly known as: xxx Cleveland Street, Mt. Vernon, WA .

Assessor's Property Tax Parcel Account Number(s): 340430-4-014-0006 (P29230).

which is subject to that certain Deed of Trust dated September 11, 2006, recorded September 20, 2006, under Auditor's File No. 200609180159, records of Skagit County, Washington, from Rose Lynn Corporation, a Washington Corporation, as Grantor, to First American Title Company, as Trustee, to secure an obligation in favor of Robert J. Withers and Jeanne Withers, Co-Trustees of the Withers Family Trust, under agreement dated September 27, 1995, as Beneficiary.

*The Tax Parcel ID number and Abbreviated Legal description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

II.

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 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 and/or other defaults:

A. Payments:	
(10 payments at \$858.33 each)	\$8,583.30
B. Real Estate Taxes:	\$3,402.75
C. Late Charges:	\$ 0.00
Total Arrearage:	\$11,986.05

D. Trustee's Expenses

(Itemization)

Attorney's Fees	\$500.00
Title Report	\$616.49
Process Service	\$200.00
Photocopies	\$15.00
Statutory Mailings	\$100.00
Recording Fees	\$85.00
Toll Calls	\$0.00
Publication	\$0.00
Inspection Fees	\$0.00
Other	\$0.00

Total Costs: \$1,516.49

Total Amount Due: \$13,502.54

Defaults other than failure to make monthly payments: None.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$104,109.49, together with interest as provided in the note or other instrument secured from the 15th day of November 2008, 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 made without warranty, express or implied, regarding title, possession or encumbrances on the 8th day of January 2010. The default(s) referred to in paragraph III must be cured by the 28th day of December, 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 28th day of December, 2009 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 28th day of December, 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 Trustee to the Borrower and Grantor at the following address:

Rose Lynn Corporation
P.O. Box 12792
Mill Creek, WA 98082

by both first class and certified mail on the 15th day of July, 2009, proof of which is in the possession of the Trustee; and on July 22nd, 2009 the Borrower and Grantor were personally served with said written notice of default OR the written notice of default was posted on 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.

The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues, or other information about the real property being foreclosed should obtain all such information independently.

XI.

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.

XII.

NOTICE TO GUARANTORS

Guarantor(s) of the obligation secured by this deed of trust: (1) 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) 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) 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.



200910090076

Skagit County Auditor

DATED:

October 9, 2009



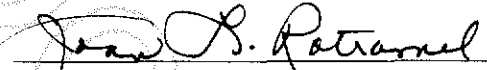
David R. Riley, Trustee
Weinstein & Riley, P.S.
2001 Western Avenue, Suite 400
Seattle, WA 98121
(206) 269-3490

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this day personally appeared before me DAVID R. RILEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed 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 9th day of October, 2009.



Printed Name: JOAN L. ROTRAMEL
NOTARY PUBLIC in and for the
State of Washington.

Residing at: Bainbridge
Commission expires: 12/30/12



200910090076
Skagit County Auditor

10/9/2009 Page 5 of 6 3:18PM

EXHIBIT "A"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 34 North, Range 4 East, W.M., that lies West of the Great Northern Railway Company right-of-way, EXCEPT that portion thereof embraced within the boundaries of the following described tract:

Beginning at the point of intersection of the Westerly line of the Great Northern Railway Company right-of-way with the North line of Section 31, said Township and Range; thence Southerly along the Westerly line of said railway right-of-way, 227 feet, more or less, to the Northeast corner of the lands conveyed to John Olson and Mary Olson, husband and wife, by deed recorded in Volume 153 of Deeds, page 551, under Auditor's File No. 234215, records of said County; thence West on the North line of said Olson Lands, 1126 feet, more or less, to the East line of the County Road along the East side of Britt's Slough; thence Northerly along the East line of said County Road to a point 35 rods North of the South line of Section 30, said Township and Range; thence East, 161 feet, more or less, to the West line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, said Section 30; thence North on the West line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Northwest corner of the lands conveyed to Herman L. Peterson and Sandra Peterson, husband and wife, by deed recorded in Volume 195 of Deeds, page 22, under Auditor's File No. 373500, records of said County; thence East, 1038 feet, more or less, to the West line of the Great Northern Railway Company right-of-way; thence Southerly on said right-of-way line, 912 feet, more or less, to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across a twenty (20) foot wide strip of land the centerline of which is described as follows:

Commencing at the Southeast corner of a strip of land conveyed to the City of Mount Vernon for Cleveland Avenue right-of-way by deed recorded December 9, 2002 under Auditor's File No. 200212090262; thence South $88^{\circ}14'04''$ West along the South line of said strip 15.01 feet to the centerline of said strip, said point being the true point of beginning; thence South $0^{\circ}07'45''$ West along the produced centerline of said strip to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 34 North, Range 4 East, W.M., said point being the terminus of said line.



200910090076

Skagit County Auditor

10/9/2009 Page

6 of

6 3:18PM