



200911120003

Skagit County Auditor

11/12/2009 Page 1 of 6 9:36AM

RETURN ADDRESS:

John T. Ludlow
Hanson Baker Ludlow Drumheller P.S.
2229 - 112th Avenue NE, Suite 200
Bellevue, WA 98004-2936

DOCUMENT TITLE	Notice of Trustee's Sale
REFERENCE NO. OF DOCUMENTS ASSIGNED/RELEASED	200608080068 and modified on November 13, 2008 by Modification of Deed of Trust recorded under Auditor's File No. 200811240153
GRANTOR	David K. Huber and Rhonda L. Huber
GRANTEE	North County Bank
LEGAL DESCRIPTION	NE ¼ of SW ¼, 23-36-4 E W.M.
ASSESSOR'S PARCEL NO.	360423-3-001-0500

GUARDIAN NORTHWEST TITLE CO.

NOTICE OF TRUSTEE'S SALE

98398

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on February 19, 2010, at the hour of 10:00 a.m., at Main Lobby, 205 W. Kincaid, 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, to-wit:

See Exhibit A attached hereto for a legal description of the real property being foreclosed. If the Deed of Trust grants the Beneficiary security interests in personal property located on the real property, said personal property will be included in the Trustee's Sale. The personal property is described in the Deed of Trust and any UCC-1 and/or UCC-2 Financing Statement signed by the Grantor of the Deed of Trust. Reference should be made to the Deed of Trust and any such Financing Statements for a description of the personal property being sold.

which is subject to that certain Deed of Trust, dated July 28, 2006, recorded August 8, 2006, under Auditor's File No. 200608080068 and modified on November 13, 2008 by Modification of Deed of Trust recorded under Auditor's File No. 200811240153, records of Skagit County,

ORIGINAL

Washington, from David K. Huber and Rhonda L. Huber, as Grantor, to Land Title Company as Trustee, to secure an obligation in favor of North County 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 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 DUE:	\$1,542,241.71
INTEREST DUE:	\$94,309.19
LATE CHARGES:	<u>\$76,944.08</u>
Accrued late charges for all monthly payments not made within 10 days of their due date.	
TOTAL PRINCIPAL, INTEREST AND LATE CHARGES:	\$1,713,494.98

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$1,542,241.71, together with interest as provided in the Note or other instrument secured from July 5, 2009, 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 February 19, 2010. The defaults referred to in Paragraph III must be cured by February 8, 2010 (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 February 8, 2010 (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 February 8, 2010 (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:

Resident of Property Subject to Foreclosure
3578 Meins Road
Sedro Woolley, WA 98284

David Huber
3578 Meins Road
Sedro Woolley, WA 98284

Rhonda Huber
3578 Meins Road
Sedro Woolley, WA 98284

David Huber
7304 10th Street SE
Everett, WA 98205

Rhonda Huber
7304 10th Street SE
Everett, WA 98205

by both first class and certified mail on September 28, 2009, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 29, 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 a waiver of any proper grounds for invalidating the Trustee's sale.

X. NOTICE TO OCCUPANTS OR TENANTS

If the property being foreclosed is a single family residence, condominium, cooperative or building containing fewer than five units, state law requires that the following additional notice be given.



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 the unlawful detainer act, 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 the Deed of Trust being foreclosed secures a commercial loan and you are a guarantor of the loan, the following statements apply to you.

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;

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;

You will have no right to redeem the property after the trustee's sale;

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

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 your 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.

TRUSTEE:
HANSON BAKER LUDLOW
DRUMHELLER P.S.

By *John T. Ludlow*
John T. Ludlow

2229 - 112th Avenue NE, Suite 200
Bellevue, WA 98004-2936
(425) 454-3374



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 4th day of November, 2009, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came John T. Ludlow, personally known or having presented satisfactory evidence to be the President of Hanson Baker Ludlow Drumheller P.S., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Susan L. Knight

Print Name: Susan L. Knight

Notary Public in and for the
State of Washington, residing at

Dover

Expiration Date: 11-07-12



EXHIBIT A

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

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 36 North, Range 4 East, W.M..

TOGETHER WITH a non-exclusive easement recorded under Skagit County Auditor's File Nos. 751451, 752561, 759060 and 199909230052.



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