

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



200911120105

Skagit County Auditor

11/12/2009 Page 1 of 9 12:19PM

NOTICE OF TRUSTEE'S SALE

Reference Nos.: 200701300170 (Deed of Trust)
200808220100 (Deed of Trust re-record)
200808220101 (Memorandum of Advancement
Against Deed of Trust)

Grantor (s): PADILLA HEIGHTS, LLC, a Washington
limited liability company;
SKAGIT LAW GROUP, PLLC, Successor Trustee

Grantee (s): THE PUBLIC
SUNSET VIEW CONDOMINIUM DEVELOPER,
LLC, a Washington liability company

Additional Grantor(s) on page(s):
Additional Grantee(s) on page(s):
Abbreviated Legal: Ptn Lots 67-69, Anaco Beach, aka Survey
#200610020114

Additional Legal on page(s): 2, 3, 4

Assessor's Tax Parcel Nos.: P123273 / 3858-000-069-0200
P61871 / 3858-000-068-0006
P125346 / 3858-000-068-0500

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, February 19, 2010, at the hour of 10:00 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, to-wit:

PARCEL "A":

Those portions of Lots 67, 68 and 69, "ANACO BEACH", in Volume 5 of Plats, page 4, records of Skagit County, Washington, described as follows:

Lot 2 of Survey under Auditor's File No. 200610020114:

Beginning at the most Southerly corner of Lot 2 of Boundary Line Adjustment recorded under Auditor's File No. 200403020078, records of Skagit County, Washington;
thence North $32^{\circ}07'33''$ East a distance of 110.67 feet to the point of beginning;
thence North $79^{\circ}34'50''$ West a distance of 176.93 feet to the Easterly line of Marine Drive;
thence North $44^{\circ}02'01''$ East a distance of 117.92 feet along the Easterly line of Marine Drive;
thence South $57^{\circ}58'11''$ East a distance of 136.62 feet;
thence South $28^{\circ}13'01''$ West a distance of 50.29 feet to the point of beginning.

Lot 3 of Survey under Auditor's File No. 200610020114:

Beginning at the most Southerly corner of Lot 2 of Boundary Line Adjustment recorded under Auditor's File No. 200403020078, records of Skagit County, Washington;
thence North $32^{\circ}07'33''$ East a distance of 110.67 feet;
thence North $28^{\circ}13'01''$ East a distance of 50.29 feet to the point of beginning;
thence North $57^{\circ}58'11''$ West a distance of 136.62 feet to the Easterly line of Marine Drive;
thence North $44^{\circ}02'01''$ East a distance of 81.79 feet along the Easterly line of Marine Drive;
thence South $57^{\circ}58'11''$ East a distance of 114.28 feet;
thence South $28^{\circ}13'01''$ West a distance of 80.18 feet to the point of beginning.

Lot 4 of Survey under Auditor's File No. 200610020114:

Beginning at the most Southerly corner of Lot 2 of Boundary Line Adjustment recorded under Auditor's File No. 200403020078, records of Skagit County, Washington;
thence North $32^{\circ}07'33''$ East a distance of 110.87 feet;
thence North $28^{\circ}13'01''$ East a distance of 110.41 feet to the point of



beginning;
thence North 28°13'01" East a distance of 20.08 feet;
thence North 57°58'11" West a distance of 114.28 feet to the Easterly
line of Marine Drive;
thence North 44°02'01" East a distance of 55.31 feet along the Easterly
line of Marine Drive;
thence along a curve to the right on said line having a radius of 103.25
feet, length of 242.40 feet, and a delta angle of 134°30'48";
thence South 14°30'39" West a distance of 2.47 feet;
thence South 08°11'00" West a distance of 62.98 feet on said line;
thence North 81°49'00" West a distance of 23.80 feet on said line;
thence South 08°11'00" West a distance of 30.00 feet on said line;
thence North 81°49'00" West a distance of 31.33 feet;
thence North 57°58'11" West a distance of 71.09 feet to the point of
beginning.

(Also known as Lots 2 through 4 of Survey recorded October 2, 2006,
and October 16, 2006, and recorded under Auditor's File Nos.
200610020114 and 200610160102, respectively.)

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

PARCEL "C":

An undivided 1/60 interest in the Northwesterly 20 feet of Tract 8,
"ANACO BEACH", as per plat recorded in Volume 5 of Plats, page 4,
records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

An undivided 1/60 interest in that portion of the following described
tidelands which adjoin Lot 7 and the Northwesterly 20 feet of Lot 8,
"ANACO BEACH";

That portion of Tracts 2 and 3, Plate 3, Anacortes Tide Lands, lying in
front of Government Lot 3, Section 27, Township 33 North, Range 1
East, W.M., described as follows:

Beginning at a point on the Northeasterly side of said Tract 3, which
point is also the most Westerly point of Lot 6 of "ANACO BEACH";
thence run Southwesterly to a point on the Southwesterly side of Tract



2, also on the inner harbor line, which is North 29°23'45" West and 140.56 feet from the intersection of said inner harbor line with the East line of said Tract 2;
thence South 29°23'45" East along said inner harbor line 95.08 feet;
thence Northeasterly to a point on the Northeasterly side of said Tract 3 which is North 52°33' West 40.02 feet from the most Southerly corner of said Lot 8 of said "ANACO BEACH";
thence North 52°33' West 140.07 feet to the said point of beginning.

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated January 26, 2007 and recorded January 30, 2007 under Auditor's File No. 200701300170, records of Skagit County, Washington, and re-recorded August 22, 2008 under Auditor's File No. 200808220100, records of Skagit County, Washington, and Memorandum of Advancement Against Deed of Trust dated September 1, 2008 and recorded August 22, 2008 under Auditor's File No. 200808220101, records of Skagit County, Washington, which Deed of Trust is from Sunset View Condominium Developers, LLC, a Washington limited liability company, as Grantor, to First American Title Company, as Trustee, to secure an obligation in favor of Padilla Heights, LLC, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded February 3, 2009 under Auditor's File No. 200902030040, 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 due January 26, 2009:	\$320,000.00
Advancement:	25,000.00
Additional Advancements:	52,559.00
Late charges:	9,013.36
Trust Accounting Center administration fees:	641.00
Payment of property taxes paid by Beneficiary:	15,201.40
Engineering charges paid by Beneficiary:	2,142.00
Accrued interest as of November 10, 2009:	107,512.10
Subtotal:	\$532,068.86

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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 all taxes and assessments against the property are paid current.

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:

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Trustee's fee:	\$1,500.00
Title report:	1,341.68
Service/posting of foreclosure notices:	140.00
Long distance telephone charges:	25.00
Recording fees:	120.00
Mailing costs:	125.00
Photocopies:	<u>20.00</u>
Subtotal:	\$3,271.68

Total Current Estimated Amount: \$535,340.54

Additional Arrearages:

Late charges:	\$1,440.00
Trust Accounting Center administration fees:	39.00
Interest: 11-10-2009 – 2-8-2010:	<u>18,282.16</u>
Subtotal:	\$555,101.70

Additional Costs and Fees:

Additional trustees' or attorney's fees:	\$
Publication costs:	<u>\$ 1,100.00</u>

Total Estimated Amount as of February 8, 2010: \$556,201.70

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$360,104.53 as of September 20, 2008, 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 **February 19, 2010**. The default(s) 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 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:

Sunset View Condominium Developer, LLC
d/b/a Anaco Development Group
1015 14th Street, #A
Anacortes, WA 98221

Sunset View Condominium Developer, LLC
c/o William L. O'Brock, Registered Agent
1015 14th Street, #A
Anacortes, WA 98221

William L. O'Brock, Member
Jarilyn O'Brock, Member
4505 South Glasbow
Anacortes, WA 98221

William M. Bailey
Deborah A. Bailey
11310 Farm to Market Road
Mount Vernon, WA 98273

by both first class and certified mail on January 21, 2009, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on January 23, 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.

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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 and the Helping Families Save Their Homes Act of 2009.

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.



This is an attempt to collect a debt and any information obtained will be used for that purpose.

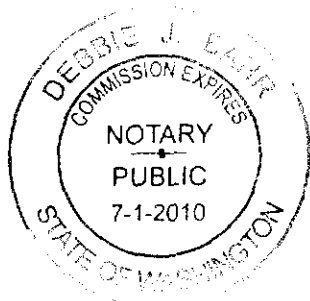
SKAGIT LAW GROUP, PLLC

Craig E. Cammock, WSBA #24185, Member
Successor Trustee
227 Freeway Drive, Ste B/P. O. Box 336
Mount Vernon, WA 98273
Telephone: (360) 336-1000

[illegible]

I certify that I know or have satisfactory evidence that Craig E. Cammock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Skagit Law Group, PLLC, a Washington professional liability company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: November 10, 2009.



Sebbē J. Bahr

My appointment expires: 07/01/2010



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