

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



200912300100

Skagit County Auditor

12/30/2009 Page 1 of 9 3:25PM

### NOTICE OF TRUSTEE'S SALE

Reference No.: 200803310188 (Deed of Trust)  
Grantor (s): SKAGIT STATE BANK;  
SKAGIT LAW GROUP, PLLC, a Professional  
Limited Liability Company, Successor Trustee  
Grantee (s): THE PUBLIC  
MONTREAUX 1, LLC,  
a Washington limited liability company  
Additional Grantor(s) on page(s):  
Additional Grantee(s) on page(s):  
Abbreviated Legal: Lots 27-37, 43, 47- 53, 55-56, 60, 63-66,  
Montreaux Phase 1  
Additional Legal on page(s): 2  
Assessor's Tax Parcel Nos.:

4935-000-027-0000/P126420	4935-000-028-0000/P126421	4935-000-029-0000/P126422
4935-000-030-0000/P126423	4935-000-031-0000/P126424	4935-000-032-0000/P126425
4935-000-033-0000/P126426	4935-000-034-0000/P126427	4935-000-035-0000/P126428
4935-000-036-0000/P126429	4935-000-037-0000/P126430	4935-000-043-0000/P126436
4935-000-047-0000/P126440	4935-000-048-0000/P126441	4935-000-049-0000/P126442
4935-000-050-0000/P126443	4935-000-051-0000/P126444	4935-000-052-0000/P126445
4935-000-053-0000/P126446	4935-000-055-0000/P126448	4935-000-056-0000/P126449
4935-000-060-0000/P126453	4935-000-063-0000/P126456	4935-000-064-0000/P126457
4935-000-065-0000/P126458	4935-000-066-0000/P126459	

### I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, April 9, 2010, 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:

Lots 27 – 37, inclusive, Lot 43, Lots 47 – 53, inclusive, Lots 55 – 56, inclusive, Lot 60, and Lots 63 - 66, inclusive, "PLAT OF MONTREAUX, PHASE 1," as per plat recorded on July 23, 2007, under Auditor's File No. 200707230124, records of Skagit County, Washington.

Situated in the City of Mount Vernon, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated March 25, 2008 and recorded March 31, 2008 under Auditor's File No. 200803310188, records of Skagit County, Washington, which Deed of Trust is from Montreaux 1, LLC, a Washington limited liability company, as Grantor, to Chicago Title Company, as Trustee, to secure an obligation in favor of Skagit State Bank, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded October 30, 2009 under Auditor's File No. 200910300113, 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:

The Business Loan Agreement that accompanies the Promissory Note provides that you will be in default in the event a material adverse change occurs in your financial condition, or if the lender believes the prospect of payment or performance of the loan is impaired, or in the event that the lender in good faith believes itself insecure. You are hereby notified that the beneficiary/lender has determined that such events have occurred, specifically including, but not limited to receipt of an appraisal of the real property subject to the deed of trust, which appraisal is dated August 11, 2009 and which appraisal reflects a substantial decline in value for the real property.



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

Principal payment due as of November 15, 2009:	\$2,226,000.00
Accrued interest as of December 18, 2009:	113,065.40
Late fees:	<u>114,504.67</u>
Total:	<u>\$2,453,570.07</u>

Failure to pay the second half of 2009 real property taxes.

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:

Trustee's fee:	\$1,500.00
Title report:	2,226.22
Service/posting of foreclosure notices:	375.00
Long distance telephone charges:	25.00
Recording fees:	120.00
Mailing costs:	125.00
Photocopies:	<u>20.00</u>
Subtotal:	\$4,391.22

**Total Current Estimated Amount: \$2,457,961.29**

**Additional Arrearages:**

Interest: 12-19-09 – 3-29-2010:	<u>\$149,884.00</u>
Subtotal:	\$2,607,845.29

**Additional Costs and Fees:**

Additional trustees' or attorney's fees:	\$
Publication costs:	<u>\$ 1,000.00</u>

**Total Estimated Amount as of March 29, 2010: \$2,608,845.29**

**IV**

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$2,226,000.00 as of September 25, 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 **April 9, 2010**. The default(s) referred to in paragraph III must be cured by **March 29, 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 **March 29, 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

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**March 29, 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:

Montreaux 1, LLC  
504 E. Fairhaven Avenue  
Burlington, WA 98233

Montreaux 1, LLC  
c/o David C. Moreland  
Registered Agent  
504 E. Fairhaven Avenue  
Burlington, WA 98233

Montreaux 1, LLC  
c/o Brian D. Gentry, Manager  
504 E. Fairhaven Avenue  
Burlington, WA 98233

Montreaux 1, LLC  
c/o Kendall D. Gentry, Manager  
504 E. Fairhaven Avenue  
Burlington, WA 98233

Kendall D. Gentry  
14559 Jura Place  
Anacortes, WA 98221-8605

Nancy F. Gentry  
14559 Jura Place  
Anacortes, WA 98221-8605

Landed Gentry Homes, LLC  
504 E. Fairhaven Avenue  
Burlington, WA 98233



Landed Gentry Homes, LLC  
c/o David C. Moreland, Reg'd Agent  
504 E. Fairhaven Avenue  
Burlington, WA 98233

Landed Gentry Homes, LLC  
c/o Brian D. Gentry, Manager  
504 E. Fairhaven Avenue  
Burlington, WA 98233

Homeplace at Burlington, LLC  
504 E. Fairhaven Avenue  
Burlington, WA 98233

Homeplace at Burlington, LLC  
c/o Nancy Gentry, Reg'd Agent  
204 N. Skagit Street  
Burlington, WA 98233

Homeplace at Burlington, LLC  
c/o Brian D. Gentry, Manager  
504 E. Fairhaven Avenue  
Burlington, WA 98233

Christopher I. Brain  
Tousley Brain Stephens, PLLC  
1700 7th Avenue, Suite 2200  
Seattle, WA 98101-4416

Gentry Family Investments, LLC  
Member of Blane, LLC  
c/o Kendall D. Gentry, Manager  
504 East Fairhaven Avenue  
Burlington, WA 98233

Gentry Family Investments, LLC  
Member of Blane, LLC  
c/o William C. Moreland, Reg'd Agent  
504 E. Fairhaven Avenue  
Burlington, WA 98233



Blane, LLC  
c/o David C. Moreland  
Registered Agent  
504 E. Fairhaven Avenue  
Burlington, WA 98233

Blane, LLC  
c/o Kendall D. Gentry, Manager  
504 E. Fairhaven Avenue  
Burlington, WA 98233

by both first class and certified mail on November 11, 2009, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on November 11, 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 20<sup>th</sup> 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 20<sup>th</sup> 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.

XII

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

DATED this 18th day of December, 2009.

SKAGIT LAW GROUP, PLLC,  
a Professional Limited Liability Company

By 

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

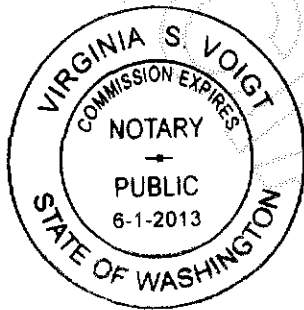




State of Washington )  
 ) ss  
County of Skagit )

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: December 18, 2009.



Virginia S. Voigt  
NOTARY PUBLIC  
Printed Name: Virginia S. Voigt  
My appointment expires: 06/01/2013

