

RECORDED AT THE REQUEST OF:

THOMAS D. ADAMS
ADAMS, DUNCAN & HOWARD, INC., P.S.
3128 COLBY AVENUE
EVERETT, WA 98201

No. 3100-7-A



201002030075

Skagit County Auditor

2/3/2010 Page

1 of

5 2:28PM

NOTICE OF TRUSTEE'S SALE

REFERENCE NO.: 200703060078
GRANTOR: Burke Construction, Inc.
GRANTEES: North County Bank
LEGAL DESCRIPTION: Lots 10 and 11, "PLAT OF HARVEST EDGE," as recorded March 17, 2006, under Auditor's File No. 200603170131, records of Skagit County, Washington.
Situate in the City of Burlington, County of Skagit, State of Washington.
TAX PARCEL NO.: 4885-000-010-0000; 4885-000-011-0000;

I

NOTICE IS HEREBY GIVEN that Thomas D. Adams, Trustee, will on May 14, 2010, at the hour of 9:30 a.m., at the 601 NE 7th Street entrance to the Skagit County Courthouse, in the city of Mt. 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:

Lots 10 and 11, "PLAT OF HARVEST EDGE," as recorded March 17, 2006, under Auditor's File No. 200603170131, records of Skagit County, Washington.

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

Tax Parcel No. 4885-000-010-0000; 4885-000-011-0000;

which is subject to that certain Deed of Trust dated February 26, 2007, and recorded on March 6, 2007, under Auditor's File No. 200703060078, records of Skagit County, Washington, from Burke Construction, Inc., as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of North County Bank.

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 Grantor's default on the obligation secured by the Deed of Trust.

III

The default(s) for which this foreclosure is/are made are as follows:

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

Monthly payments past due for July, August, September, October, November, December 2009 and January 2010 @ \$2,561.00 each	\$17,927.00
Past due Late Charges @ \$128.06	<u>896.42</u>
TOTAL	\$18,823.42

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$384,021.96, together with interest as 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 May 14, 2010. The default(s) referred to in Paragraph III must be cured by May 3, 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 May 3, 2010, (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest 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 Grantor or the Grantor's successor in interest at the following address:

Burke Construction, Inc.
730 N. Lisa Lane
Camano Island, WA 98282

by both first class mail and certified mail November 16, 2009, proof of which is in the possession of the Trustee; and the Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, or was personally served on the Grantor or his successor in interest, on November 19, 2009, and the Trustee has possession of proof of such posting or service.

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 objections 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 OF DEBT - 15 U.S.C. SECTION 1692, ET SEQ.:

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

A. The amount of the debt now sought as of the date of this Notice of Trustee's Sale is \$18,823.42. The principal balance of the debt is \$384,021.96.



- B. The name of the creditor to whom the debt is owed is North County Bank.
- C. Unless you or your successor in interest, within 30 days after the receipt of this Notice of Trustee's Sale disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the undersigned.
- D. If you or your successor in interest, notifies the undersigned in writing within 30 days of the receipt of this Notice of Trustee's Sale that the debt, or any portion thereof, is disputed, the undersigned will obtain verification of the debt and mail a copy of such verification to the one making the request.
- E. Upon you or your successor in interest making a written request within 30 days of receipt of this Notice of Trustee's Sale, the undersigned will provide the name and address of the original creditor, if different from the current creditor/beneficiary.

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.

NOTICE TO GUARANTORS **[RCW 61.24.042]**

To Guarantors:

Patrick P. Burke and Darlene M. Burke
730 N. Lisa Lane
Camano Island, WA 98282

1. You are advised that 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.
2. You are advised that 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.
3. You are advised that you 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

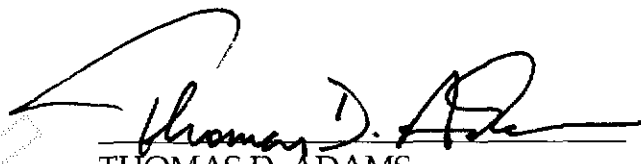


granted to secure the same debt.

5. In any action for a deficiency, you, as the guarantors, 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.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED this 1st day of February, 2010.

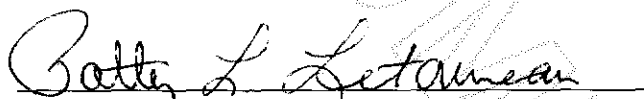
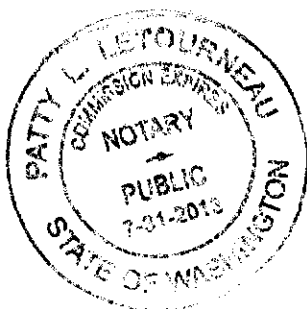


THOMAS D. ADAMS
Successor Trustee
3128 Colby Avenue
Everett, WA 98201
(425) 339-8556

STATE OF WASHINGTON)
: ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me THOMAS D. ADAMS, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me 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 1st day of February, 2010.



PRINT NAME: PATTY L. LETOURNEAU
NOTARY PUBLIC in and for the
State of Washington.
My Appointment Expires: 7/31/2013

