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Skagit County Auditor

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AFTER RECORDING RETURN TO:
Bishop, White & Marshall, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527
Ref: DG Construction LLC, 1452.0928101

Reference Number(s) of Documents assigned or released: 200803130110

Grantor: Bishop, White & Marshall, P.S.

Grantee: DG Construction LLC, a Washington Limited Liability Corporation

Abbreviated Legal Description as Follows: Lot 1, Rock Ridge South, Phase 2

Assessor's Property Tax Parcel/Account Number(s): P125845 aka 49180020010000

LAND TITLE OF SKAGIT COUNTY
135478 PA

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White & Marshall, P.S. will on May 14, 2010 at 10:00 am at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

Lot 1, Plat of Rock Ridge South, Phases 1 & 2, according to the duly recorded Plat thereof, recorded January 24, 2007, under Auditor's File No. 200701240094, and amended by Auditor's File No. 200701250133, records of Skagit County, Washington. Situated in Skagit County, Washington.

which is subject to that certain Deed of Trust dated March 11, 2008, recorded March 13, 2008, under Auditor's File No. 200803130110 records of Skagit County, Washington, from DG Construction LLC, a Washington Limited Liability Corporation, as Grantor, to Washington Services, Inc., a Washington Corporation, as Trustee, to secure an obligation in favor of

Washington Federal Savings as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 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:

- i) Failure to pay the following amounts, now in arrears:

**Delinquent Monthly Payments Due from 7/1/2009
through 2/1/2010:**

3 payment(s) at \$2169.86

5 payment(s) at \$2242.19

Total:

17,720.53

Late Charges:

3 late charge(s) at \$108.49

4 late charge(s) at \$112.11

for each monthly payment not made within 15 days of
its due date

773.91

Total Late Charges

TOTAL DEFAULT

\$18,894.44

IV

The sum owing on the obligation secured by the Deed of Trust is: \$440,000.00, together with interest from June 1, 2009 as provided in the note or other instrument, 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 payments, late charges, or other defaults 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) the default(s) as set forth in paragraph III.

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together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after May 3, 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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on January 8, 2010, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on January 8, 2010, 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 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 this 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

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.



'Mailing List'

DG Construction LLC
2503 Berentson Ct
Anacortes, WA 98221

Anthony L Malo, Jr
PO Box 1356
Anacortes, WA 98221

Christiane T Malo
PO Box 1356
Anacortes, WA 98221

DG Construction LLC
PO Box 1356
Anacortes, WA 98221

DG Construction LLC
c/o Anthony Malo Jr, reg agt
2107 Minnesota Ave
Anacortes, WA 98221

DG Construction LLC
c/o Anthony Malo Jr, reg agt
PO Box 1356
Anacortes, WA 98221

Plan C LLC
c/o Timothy L Austin, reg agt
11120 NE 2nd #200
Bellevue, WA 98015

Plan C LLC
c/o Timothy L Austin, reg agt
PO Box 53050
Bellevue, WA 98015

Plan C LLC
PO Box 1356
Anacortes, WA 98221

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EXHIBIT A

Lot 1, PLAT OF ROCK RIDGE SOUTH, PHASES 1 & 2, according to the duly recorded plat thereof, recorded in January 24, 2007, under Auditor's File No. 200701240094, and amended by Auditor's File No. 200701250133, records of Skagit County, Washington, more accurately described as Lot 1, Phase 2 of "PLAT OF ROCK RIDGE SOUTH, PHASES 1 & 2," as recorded January 24, 2007, under Auditor's File No. 200701240094, and amended by instrument recorded January 25, 2007, under Auditor's File No. 200701250133, records of Skagit County, Washington.

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



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