



201003120086

Skagit County Auditor

3/12/2010 Page

1 of

7 3:23PM

Return Address:

LPSL Corporate Services, Inc.
Successor Trustee
Attn: Gregory R. Fox
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET SEQ.

94157
GUARDIAN NORTHWEST TITLE CO.

GRANTOR: CEDAR HEIGHTS, LLC
GRANTEE: LPSL CORPORATE SERVICES, INC.
ABBREV. LEGAL DESCRIPTION: The entire Plat of Digby Heights Phase I
TAX PARCEL NUMBER(S): See Exhibit A.
AFFECTED DOCUMENTS: 200704030118; 200901050122

TO: CEDAR HEIGHTS, LLC (Borrower and Grantor)
17146 Britt Road
Mount Vernon, WA 98273

AND TO: CEDAR HEIGHTS, LLC (Borrower and Grantor)
c/o Lawrence A. Pirkle, Registered Agent
321 W Washington Street, #300
Mount Vernon, WA 98273

AND TO: JOSEPH D. WOODMANSEE (Guarantor)
17146 Britt Road
Mount Vernon, WA 98273

AND TO: KIMBERLY A. WOODMANSEE (Guarantor)
17146 Britt Road
Mount Vernon, WA 98273

AND TO: Other Parties in Interest

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or its designated representative will on the 11th day of June, 2010, at the hour of 10:00 a.m. at the main entrance of the Skagit County Courthouse, 205 West Kinkaid, Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale.

that real property situated in Skagit County, State of Washington, which is more particularly described as:

Parcel A:

Lot 2, of City of Mount Vernon Short Plat No. MV-12-94, approved November 7, 1994, recorded November 7, 1994, in Volume 11 of Short Plats, pages 137 – 138, under Auditor's File No. 9411070053; being a portion of the Northeast ¼ of the Southeast ¼ of Section 21, Township 34 North, Range 4 East, W.M., records of Skagit County, Washington, now known as the entire Plat of Digby Heights Phase I, as recorded on April 15, 2009 under Auditor's File No. 200904150063.

together with all easements, rights of way, and appurtenances; all water, water rights, and ditch rights; and all other rights, royalties and profits relating to the real property; all improvements, equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property;

all of which is subject to that certain Construction Deed of Trust (as amended, the "Deed of Trust") dated March 30, 2007 and recorded April 3, 2007 under Recording No. 200704030118, records of Skagit County, Washington, as amended by that certain Modification of Deed of Trust dated December 22, 2008 and recorded on January 5, 2009 under Recording No. 200901050122, from Cedar Heights, LLC, a Washington limited liability company, as Grantor, to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank as Beneficiary. The Deed of Trust and the obligation secured thereby were assigned to Washington Federal Savings & Loan Association ("Washington Federal") by the Federal Deposit Insurance Corporation ("FDIC") receivership of Horizon Bank, as memorialized by an Assignment of Deed of Trust dated February 12, 2010 and recorded February 16, 2010 under Recording No. 201002160176, records of Skagit County, Washington. An Appointment of Successor Trustee appointing LPSL Corporate Services, Inc. as Successor Trustee was recorded March 4, 2010 under Skagit County Recorder's File No. 201003040087.

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 defaults for which this foreclosure is made are as follows:

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201003120086

Skagit County Auditor

Failure to pay the following amounts when due:

<u>Obligations</u>	<u>Amount Outstanding</u>
1. Principal payment which was due and payable at maturity on January 5, 2010	\$ 6,347,652.73
2. Monthly interest payments which were due and payable on July 5, 2009; August 5, 2009; September 5, 2009; October 5, 2009; November 5, 2009; December 5, 2009; and January 5, 2010.	\$ 188,666.33
3. Interest from January 5, 2010 to March 9, 2010	\$ 99,975.33
4. Late fees on monthly payments	\$ 14,833.95
Subtotal:	\$ 6,651,128.34

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs and fees:

(a) Title report:	\$8,886.47
(b) Attorney's Fees:	\$10,000.00
(c) Service/Posting/Publishing/ Notices of Default, Sale and Foreclosure:	\$2,500.00
(d) Postage and copying expenses:	\$150.00
(e) Recording fees	\$100.00
Subtotal:	\$21,636.47

TOTAL: \$ 6,672,764.81



IV.

The sum owing on the obligation secured by the Deed of Trust is: the unpaid principal balance of \$6,347,652.73, together with interest from July 5, 2009 as provided in the Promissory Note and such other advances, costs and fees as are due and will come due under the Promissory Note or other instrument, and as provided by statute.

V.

The above-referenced real property will be sold to satisfy the expenses of sale and the obligation secured by said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrance on the **11th day of June, 2010**. The sale may be terminated any time before the time of sale on the **11th day of June, 2010** (the sale date) by 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, including, but not limited to, the Promissory Note and/or Deed of Trust.

VI.

A written Notice of Default was transmitted by the Beneficiary to the Grantor and Borrower at the following addresses:

Grantor and Borrower: Cedar Heights, LLC
17146 Britt Road
Mount Vernon, WA 98273

Grantor and Borrower: Cedar Heights, LLC
c/o Lawrence A. Pirkle, Registered Agent
321 W Washington Street, #300
Mount Vernon, WA 98273

by both first class and certified mail on the 2nd day of November, 2009, proof of which is in the possession of the Successor Trustee; and the Notice of Default was posted on the real property on the 3rd day of November, 2009, and the Successor Trustee has possession of proof of such posting.

VII.

The Successor 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.

Special Notice to Guarantor

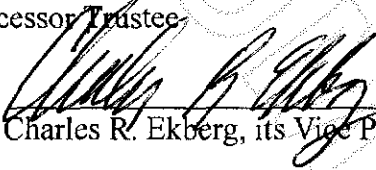
Pursuant to RCW 61.24.042, each Guarantor is hereby notified that: (1) each Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's sale is less than the debt secured by the Deed of Trust; (2) each Guarantor has the same rights to pay the debt, cure the default, or repay the debt as is given to the Borrower and Grantor in order to avoid the Trustee's sale; (3) each 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, each Guarantor will have the right to establish the fair value of the subject property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit each Guarantor's 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 NOTICE IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: March 10th, 2010.

LPSL Corporate Services, Inc.
Successor Trustee

By:


Charles R. Ekberg, its Vice President

Address:
LPSL Corporate Services, Inc.
1420 Fifth Avenue, Suite 4100
Seattle, Washington 98101-2338
Phone: (206) 223-7000

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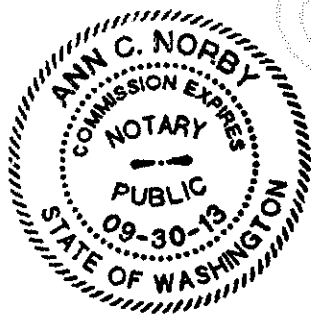
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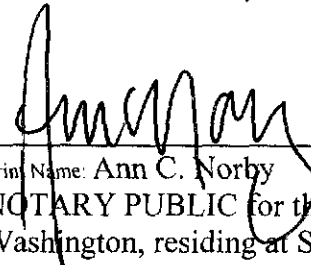
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Charles R. Ekberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of LPSL Corporate Services, Inc. to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: March 10th, 2010.




Print Name: Ann C. Norby
NOTARY PUBLIC for the State of
Washington, residing at Seattle
My appointment expires: 09/30/2013



201003120086
Skagit County Auditor

3/12/2010 Page 6 of 7 3:23PM

EXHIBIT "A"
ADDITIONAL TAX PARCEL NUMBERS

The following are the additional tax parcel numbers:

P128441	P128476	P128511
P128442	P128477	P128512
P128443	P128478	P128513
P128444	P128479	P128514
P128445	P128480	P128515
P128446	P125481	P128516
P128447	P125482	P128517
P128448	P125483	P128518
P128449	P125484	P128523
P128450	P125485	P128524
P128451	P125486	P128519
P128452	P128487	P128520
P128453	P128488	P128521
P128454	P128489	P128525
P128455	P128490	
P128456	P128491	
P128457	P128492	
P128458	P128493	
P128459	P128494	
P128460	P128495	
P128461	P128496	
P128462	P128497	
P128463	P128498	
P128464	P128499	
P128465	P128500	
P128466	P128501	
P128467	P128502	
P128468	P128503	
P128469	P128504	
P128470	P128505	
P128471	P128506	
P128472	P128507	
P128473	P128508	
P128474	P128509	
P128475	P128510	

{end of Exhibit "A"}

