

AFTER RECORDING RETURN TO:  
Rainier Foreclosure Services, Inc.  
c/o Schweet Rieke & Linde, PLLC  
80<sup>th</sup> Avenue Professional Building  
2955 80<sup>th</sup> Avenue S.E., Suite 102  
Mercer Island, WA 98040



201003150121

Skagit County Auditor

3/15/2010 Page 1 of 7 3:43PM

LAND TITLE OF SKAGIT COUNTY

132609- P

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

**If you filed bankruptcy or have been discharged in bankruptcy, this communication is for informational purposes only and is not intended as an attempt to collect this debt from you personally.**

**NOTICE OF TRUSTEE'S SALE**

TO:	Occupants of the Premises	Robert E. Alfano
	LaConner Fruit & Produce Market, LLC	Linda L. Alfano
	State of Washington, Dept of L&I	
	All Other Interested Parties	

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Rainier Foreclosure Services, Inc., will on June 25, 2010 at the hour of 10:00 a.m., outside the main entrance of the Skagit County Courthouse, 205 West Kincaid ST, 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:

Exhibit A attached hereto

Abbreviated Legal: Ptn Blk 1, Map of LaConner & Tr. 6, Plate 18 Tidelands/LaConner

(Tax Parcel Numbers: 4123-023-000-0105 & 4129-018-006-0004)

(Property I.D. Nos: P74103 & P74455)

(commonly known as 116 South 1<sup>st</sup> ST, LaConner WA 98257), which is subject to that certain Deed of Trust, dated January 18, 2007, recorded February 21, 2007, under Auditor's File No. 200702210050, records of Skagit County, Washington, from LaConner Fruit & Produce Market, LLC, as Grantor to secure an obligation in favor of Wells Fargo Bank, National Association, as Beneficiary.

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 for which this foreclosure is made is as follows: Failure to pay when due the following amounts which are now in arrears:

**Monthly Payments:**

4 monthly payments at

11/15/09 \$2,339.91

12/15/09 \$2,738.99

01/15/10 \$2,738.61

02/15/10 \$2,725.79

\$10,543.30

**Unpaid Accrued Late Charges:**

5 late charges of: 10/15/09,\$136.93;11/15/09,\$123.86;

12/15/09,\$117.01;01/15/10,\$136.94;2/15/10,\$136.93;

for payments not made within 15 days of its due date:

\$ 651.67

Additional Default Interest:

\$ .00

**TOTAL**

\$11,194.97

\*plus all attorney's fees and costs and  
foreclosure fees and costs incurred

Default other than failure to make monthly payments:

Insurance premiums: \$10,846.00

Reinstate Hazard Insurance on the property

Reinstated Commercial General Liability Insurance on the property

Reinstate bond with State of Washington Department of Natural Resources

Bring current Aquatic Lease Agreement with State of Washington Department of Natural Resources

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$485,578.20, together with interest as provided in the note or other instrument secured from January 27, 2010, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.



201003150121  
Skagit County Auditor

V.

The above-described real property will be sold to satisfy the expense 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 encumbrances on the 25<sup>th</sup> day of June, 2010. The defaults referred to in paragraph III must be cured by the 14<sup>th</sup> day of June, 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 before the 14<sup>th</sup> day of June, 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 the 14<sup>th</sup> day of June, 2010, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance paying the principal and interest 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 and notice required by RCW 61.24.042 was transmitted by the Beneficiary or Trustee to the Borrower or Grantor and Guarantors at the following addresses:

Occupants of the Premises	116 South 1 <sup>st</sup> ST, LaConner WA 98257
Robert Alfano	18820 NE 159 <sup>th</sup> ST, Woodinville WA 98072-9148
Linda Alfano	18820 NE 159 <sup>th</sup> ST, Woodinville WA 98072-9148
LaConner Fruit & Produce Market, LLC	116 South 1 <sup>st</sup> ST, LaConner WA 98257
LaConner Fruit & Produce Market, LLC	PO Box 269, LaConner WA 98257
LaConner Fruit & Produce Market, LLC	
%Robert A. McConnell, registered agent	9725 3 <sup>rd</sup> AVE NE, STE 600, Seattle WA 98115

by both first class and certified mail on January 29, 2010, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on February 1, 2010, with said written Notice of Default notice required by RCW 61.24.042 and/or the Notice of Default notice required by RCW 61.24.042 was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has in his possession proof of such service or posting.

VII.

The Trustee whose name and address is set forth below will provide in writing, to any person 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 R.C.W. 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale.



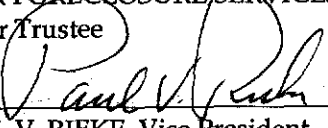
201003150121  
Skagit County Auditor

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 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. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

DATED: March 11, 2010.

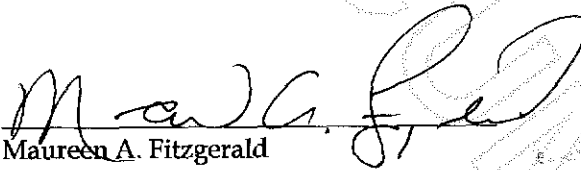
RAINIER FORECLOSURE SERVICES, INC.,  
Successor Trustee

By:   
PAUL V. RIEKE, Vice President  
Rainier Foreclosure Services, Inc. c/o  
SCHWEET RIEKE & LINDE, PLLC  
80th Avenue Professional Building  
2955 80th Avenue S.E., Suite 102  
Mercer Island, WA 98040  
(206) 275-1010

STATE OF WASHINGTON     )  
                                      ) ss.  
COUNTY OF KING         )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PAUL V. RIEKE, to me known to be the Vice President of the corporation that executed the foregoing NOTICE OF TRUSTEE'S SALE, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument.

Given under my hand and official seal on March 11, 2010.

  
Maureen A. Fitzgerald  
Notary Public in and for the  
State of Washington, residing at: Issaquah  
My commission expires: 9/27/12



201003150121  
Skagit County Auditor

**NOTICE GUARANTORS, BORROWERS, AND/OR GRANTORS OF THE COMMERCIAL OBLIGATION SECURED BY THE DEED OF TRUST:**

**1. IF YOU ARE A GUARANTOR, YOU MAY BE LIABLE FOR A DEFICIENCY JUDGMENT TO THE EXTENT THE SALE PRICE OBTAINED AT TRUSTEE'S SALE IS LESS THAN THE DEBT SECURED BY THE DEED OF TRUST.**

**YOU HAVE THE SAME RIGHT 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.**

**YOU WILL HAVE NO RIGHT TO REDEEM THE PROPERTY AFTER THE TRUSTEE'S SALE.**

**SUBJECT TO SUCH LONGER PERIODS AS ARE PROVIDED IN THE WASHINGTON DEED OF TRUST ACT, CHAPTER 61.24 RCW, ANY ACTION BROUGHT TO SEEK A DEFICIENCY JUDGMENT 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.**

**IN ANY ACTION FOR A DEFICIENCY, YOU 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 TRUSTEE'S SALE, PLUS INTEREST AND COSTS.**

**2. If you are a borrower or a grantor, then to the extent that the fair value of the property sold at trustee's sale to the beneficiary is less than the unpaid obligation secured by the deed of trust immediately prior to the trustee's sale, an action for a deficiency judgment may be brought against you for:**

- any decrease in the fair value of the property caused by waste to the property committed by the borrower or grantor after the deed of trust was granted; and**
- any decrease in the fair value of the property caused by the wrongful retention of any rents, insurance proceeds, or condemnation awards by the borrower or grantor that are otherwise owed to the beneficiary.**

**The deficiency judgment may also include interest, costs and attorneys fees.**



201003150121

Skagit County Auditor

AMENDED

Schedule "A-1"

Order No.: 132609-P  
Policy No.: TSG-1104-9045

DESCRIPTION:

PARCEL "A":

Block 1, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington,

EXCEPT that portion of said premises lying North of a line that is 50 feet South of and parallel with the North line of said Block,

ALSO EXCEPTING any portion of said premises lying below the line of mean high tide,

AND ALSO EXCEPTING the following:

Beginning at the intersection of the South line of fractional Block 1 of said "MAP OF LACONNER, WHATCOM COUNTY, WASH. TERRY., 1872", and the East line of the tidelands in front of and abutting on said Block 1;  
thence Northerly along the East line of said Block 1, 100 feet to a point 165.2 feet from the intersection of the East line of said Block 1, produced Northerly and the South line of Lot 2, Section 36, Township 34 North, Range 2 East, W.M.;  
thence West parallel with the South line of said Lot 2 to the East line of said tidelands and thence Southerly along the East line of said tidelands to the point of beginning.

Situate in the Town of LaConner, County of Skagit, State of Washington.

PARCEL "B":

Tract 6, Plate 18, "TIDE AND SHORE LANDS AT LACONNER", filed in the Office of the State Land Commission at Olympia, Washington,

EXCEPT the South 90 feet thereof.

Situate in the Town of LaConner, County of Skagit, State of Washington.

PARCEL "C":

That portion of Block 1, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington, lying North of a line that is 50 feet South of and parallel to the North line of said Block 1,

EXCEPT that portion thereof, if any, lying within tidelands.

Situate in the Town of LaConner, County of Skagit, State of Washington.



201003150121  
Skagit County Auditor

AMENDED

Schedule "A-1"

Order No.: 132609-P  
Policy No.: TSG-1104-9045

DESCRIPTION CONTINUED:

PARCEL "D":

All interest in harbor area Lease between the State of Washington, as lessor, and B. A. Dvorak, as Lessee, dated July 31, 1989, recorded October 15, 1993, under Auditor's File No. 9310150097, and the amendment thereto recorded October 15, 1993, under Auditor's File No. 9310150098, further described as follows:

That portion of the Harbor Area as shown on Plate 18, tide and shorelands of Section 36, Township 34 North, Range 2 East, W.M., LaConner Harbor, described as follows:

Beginning at the Northwest corner of Tract 6 of said Plate 18;  
thence South 17°42'27" West along the West line of said Tract 6 a distance of 108.15 feet;  
thence North 89°43'00" West a distance of 36.68 feet;  
thence North 17°42'28" East, a distance of 140.45 feet;  
thence South 89°43'00" East a distance of 36.68 feet;  
thence South 17°42'28" West a distance of 32.29 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



201003150121  
Skagit County Auditor