



201005130063

Skagit County Auditor

5/13/2010 Page

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6 1:39PM

*When Recorded Return to:***HILLIS CLARK MARTIN & PETERSON, P.S.**

Attn: Julie B. Hamilton

1221 Second Avenue, Suite 500

Seattle, WA 98101-2925

Loan No. 70000045

Trustee No. 18388.049.03

GUARDIAN NORTHWEST TITLE CO.

99246

NOTICE OF TRUSTEE'S SALE

Pursuant to Revised Code of Washington
Chapter 61.24, et seq.

Grantor(s):	Hillis Clark Martin & Peterson, P.S., Successor Trustee
Grantee(s):	Hansell/Mitzel, LLC
Legal Description (abbreviated):	SECTION 9, TOWNSHIP 34, RANGE 4, PTN. SE NW
<input checked="" type="checkbox"/> Complete legal within document.	
Assessor's Tax Parcel Identification No(s):	P24350 (xrefID: 340409-2-007-0006)
Reference No. of Related Documents:	200706290098

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on **August 13, 2010**, at the hour of **11:00 a.m.**, at the **main entrance of Skagit County Courthouse, located at 205 West Kinkaid, Mount Vernon, Washington**, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real and personal property (collectively, the **"Property"**), situated in the County of Skagit, State of Washington, to-wit:

Lot 2 of Short Plat No. PL03-0689, approved February 4, 2004 and recorded February 10, 2004 under Skagit County Auditor's File No.

200402100118; being a portion of the Northwest 1/4 of Section 9 in Township 34 North, Range 4 East, W.M.;

TOGETHER with all personal property located thereon or otherwise related thereto;

which Property is subject to (a) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from HANSELL/MITZEL, LLC, a Washington limited liability company, as grantor, ("**Borrower**"), to First American Title Company, as trustee, to secure an obligation in favor of SEATTLE BANK, formerly known as Seattle Savings Bank, as "**Beneficiary**", dated June 27, 2007 and recorded in the official records of Skagit County, Washington on June 29, 2007, under Recording No. 200706290098, as amended by that Modification of Deed of Trust dated May 22, 2009, and recorded on July 22, 2009, under Recording No. 200907220084, records of Skagit County, Washington, (as amended, the "**Deed of Trust**"), and (b) the Security Agreement and Fixture Filing that is included within the Deed of Trust (the "**Security Agreement**").

Hillis Clark Martin & Peterson, P.S., is now Successor Trustee by reason of an Appointment of Successor Trustee recorded on March 9, 2010, under Recording No. 201003090022, records of Skagit County, Washington.

II.

No action commenced by the Beneficiary of the Deed of Trust and the Secured Party under the Security Agreement, or the Beneficiary's successor 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. However, contemporaneously herewith, Lender has commenced non-judicial foreclosure with respect to related obligations of Borrower that are cross-defaulted and cross-collateralized with Borrower's obligations under the Deed of Trust.

III.

The defaults for which this foreclosure is made are as follows:

- (1) Failure to pay the interest payment due November 1, 2009, and the payments thereafter due under the Note that is secured by the Deed of Trust (the "**Note**");
- (2) Unauthorized liens recorded against the Property; and



- (3) Defaults under Loan No. 70000044 (the "**Related Loan**"), as further described in the additional Notice of Trustee's Sale of even date herewith that you are also receiving.

Following is a summary of the amounts that are now in arrears:

Interest due November 1, 2009 through date hereof (default interest charged beginning 11/01/2009):	\$98,431.67
Principal balance due on May 1, 2010 (the " Maturity Date "):	\$1,430,000.00
Late charge for delinquent payments:	\$1,811.34
Miscellaneous fees:	\$44.00

TOTAL AMOUNTS IN ARREARS: \$1,530,287.01

In addition, pursuant to the cross-default and cross-collateral provisions in the Deed of Trust, the following amount is due under the Related Loan and must be paid in order to cure the existing defaults under the Note and Deed of Trust. Such amount includes costs and fees associated with the Related Loan, as more particularly detailed in the Notice of Foreclosure sent concurrently herewith.

Loan No. 70000044:	\$1,947,842.81
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IV.

The sum owing on the obligation secured by the Deed of Trust and Security Agreement is: Principal Balance, \$1,430,000.00, together with interest as provided in the Note or other instrument secured from October 1, 2009, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute, and all amount due and owing in connection with the Related Loan. As of the date hereof, the total amount necessary to cure the defaults under your Note and Deed of Trust is **\$3,478,129.82**, being the total of the amounts in Section III.

V.

The Property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust and Security Agreement as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on August 13, 2010. The defaults referred to in paragraph III must be cured by August 2, 2010 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before August 2, 2010 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are



paid. The sale may be terminated any time after August 2, 2010 (11 days before the sale) 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 Successor Trustee to the Borrower, grantor, and Guarantors at the following address(es):

Hansell/Mitzel, LLC
ATTN: Daniel R. Mitzel,
Registered Agent
P.O. Box 2523
Mount Vernon, WA 98273

Jane Doe Mitzel
Spouse of Daniel R. Mitzel
16533 Walking M Lane
Mount Vernon, WA 98273

Jeffrey D. Hansell
3620 Carol Place
Mount Vernon, WA 98273

Daniel R. Mitzel
16533 Walking M Lane
Mount Vernon, WA 98273

Jane Doe Hansell
Spouse of Jeffrey D. Hansell
3620 Carol Place
Mount Vernon, WA 98273

by both first class and certified mail on February 4, 2010, proof of which is in the possession of the Successor Trustee; and the Borrower and grantor were personally served on February 5, 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 Successor Trustee has possession of proof of such service or posting.

VII.

The Successor Trustee whose name and address are set forth below will provided 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 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.

X.

SPECIAL NOTICE TO GUARANTORS

If any of the parties receiving this notice are guarantors of the obligations referenced above, each such guarantor (individually and collectively, "**Guarantor**") is hereby notified that: (1) 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) 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 any trustee's sale; (3) 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 obligations referenced above; and (5) in any action for a deficiency, 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.

XI.

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 occupant 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 and the Helping Families Save Their Homes Act of 2009.



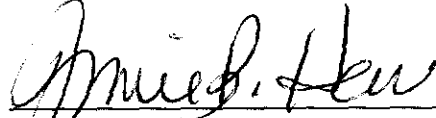
XII.

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

DATED this 10th day of May, 2010.

HILLIS CLARK MARTIN & PETERSON, P.S.

By



Julie B. Hamilton

Successor Trustee

1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

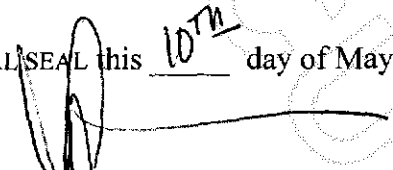
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this day personally appeared before me Julie B. Hamilton, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service corporation that executed the foregoing instrument, and acknowledged such 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/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of May, 2010.


Printed Name: Susan E. Shin

NOTARY PUBLIC in and for the State of Washington,
residing at Seattle, WA.
My Commission Expires 12/29/2012.



201005130063
Skagit County Auditor