

AFTER RECORDING RETURN TO:

Name William R. Allen  
Address 504 E.Fairhaven,Ste 201, PO 603  
City, State, Zip Burlington, WA 98233



201006140210  
Skagit County Auditor

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Abbrev. Leg. The South 100 feet of Lot 9, "EVERETT'S FERTILE ACRES"  
Tax Acct. No. 3910-000-009-0111/P65218  
Grantor: APPLGARTH, Garland E.  
Grantees: THEODORATUS, George J. and Lois M.

**AMENDED NOTICE OF TRUSTEE'S SALE**  
**Pursuant to Chapter 61.24**  
**of the Revised Code of Washington**

**I.**

NOTICE IS HEREBY GIVEN that William R. Allen, Successor Trustee, will on September 10 , at the hour of 10 o'clock A.M. on the steps of the main entrance to the Skagit County Courthouse, 205 West Kincaid Street, Mount Vernon, Washington, sell at public auction to the highest bidder, payable at the time of sale, the following described property, situated in the County of Skagit, State of Washington, described as follows:

The South 100 feet of Lot 9, "EVERETT FERTILE ACRES", as per plat recorded in Volume 7 of Plats, pages 16 and 17, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.

(commonly known as 44251 Dalles Road, Concrete, WA 98237),

which is subject to that certain Deed of Trust, dated November 24, 2003, recorded December 9, 2003, under Auditor's File Number 200312090007, records of Skagit County, Washington, from GARLAND E. APPLGARTH, an unmarried individual, as Grantor, to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of MOUNT VERNON ABSTRACT & TITLE COMPANY, INC., a Washington corporation, as Beneficiary, the beneficial interest of which was assigned to THEO INVESTMENTS, LLC, a Washington limited liability company, under Assignment recorded under Auditor's File No. 200607050058.

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

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

Late fees of 5% of the payment due for any payment Not received within 15 days of the due date (18.00 each), for the months of January 2004 through January 2009 .....	\$ 1,116.00
Final payment due February 5, 2009 .....	\$ 18,500.00
Interest at 7% 11/24/03-1/5/04 .....	\$ 147.00
Default interest at 12% 1/6/04-5/31/10 .....	\$ 14,337.36
Subtotal	\$ 34,100.36

b) Default other than failure to make loan payments, failure to make the following payments required under the terms of the note and deed of trust, which expenses have been paid by the beneficiary to protect its security interest in the property:

As of May 31, 2010, failure to pay the real property  
taxes on the above described property for the years of  
2004 through first half 2010 in the amount of ..... \$ 998.02

Failure to pay association dues and assessments of  
Riverlane Community Club for years 2004-2009 \$ 1,313.00

*Trustee's estimated fees and costs:*

Title report for foreclosure purposes (estimated)	\$ 350.00
Service/posting, postage & recording fees (estimated)	200.00
Trustee's fees and costs (estimated)	1,200.00
Sub-Total of amount of charges, costs & fees:	\$ 1,550.00



Failure to pay real property taxes and provide proof of insurance coverage. For the real property taxes, you must provide proof of payment to Skagit County.

You must provide proof of adequate fire and casualty insurance on any improvements, as evidenced by a certificate of insurance.

#### IV.

The sum owing on the obligation secured by the Deed of Trust is:  
Principal \$18,500.00, together with interest as provided in the note or other instrument secured from November 24, 2003, 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 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 September 10, 2010. The defaults referred to in Paragraph III must be cured by August 31, 2010 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before August 31, 2010 (11 days before the sale), the defaults as set forth in Paragraph III are cured and the Trustee's costs and fees are paid. The sale may be terminated any time after August 31, 2010 (11 days before the sale) and before the sale by the Borrower or 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 addresses:

Garland E. Applegarth  
44251 Dalles Road  
Concrete, WA 98237

Occupants/Tenants  
44251 Dalles Road  
Concrete, WA 98237

by both first class and certified mail on April 2, 2010, proof of which is in the possession of Trustee; and the Borrower and Grantor were personally served on April 2, 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 proof of such notice or posting.



**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 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.

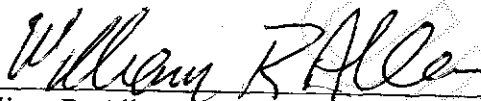
**X.**

**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.

This notice is an attempt to collect a debt and any information obtained will be used for that purpose.

Dated this 14 day of June, 2010.



William R. Allen, Successor Trustee  
504 E. Fairhaven, Ste 201, PO Box 603  
Burlington, WA 98233

Phone (360) 855-1431  
FAX (360) 855-9171



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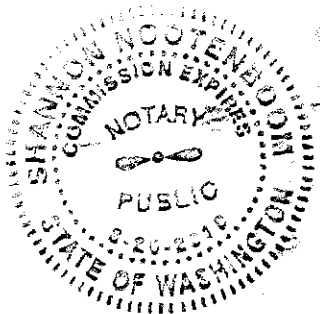
STATE OF WASHINGTON )

: ss

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that WILLIAM R. ALLEN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: June 14, 2010.



Shannon Nootenboom  
Notary Name Shannon Nootenboom  
NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington, WA  
My appointment expires: 08-20-2010



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