

Return Address:

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



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Skagit County Auditor

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**NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET SEQ.**

GRANTOR (TRUSTEE): LPSL CORPORATE SERVICES, INC.
GRANTEE: HANSELL/MITZEL, LLC
ABBREV. LEGAL DESCRIPTION: Section 13, Township 35, Range 4; Ptn. NE (aka
Ptn. Tr. A and all Trs. B & D, Short Plat No. SW-01-79)
TAX PARCEL NUMBER(S): 350413-1-010-0402 (P101553); 350413-1-010-0105
(P36416); 350413-1-010-0303 (P36418)
AFFECTED DOCUMENTS: 200411180079; 200801280183

TO: Hansell/Mitzel, L.L.C.
Jeffrey D. Hansell (Guarantor)
Daniel R. Mitzel (Guarantor)
Other Parties in Interest

GUARDIAN NORTHWEST TITLE CO.

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NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or its designated representative will on the **10th day of December, 2010, at the hour of 10:00 a.m.** at the main entrance of the Skagit County Courthouse, 205 West Kincaid, 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 follows:

Tracts "A", "B" and "D", City of Sedro Woolley Short Plat No. SW-01-79, approved May 2, 1979 and recorded May 4, 1979 in Volume 3 of Short Plats, page 112, under Auditor's File No. 7905040019, records of Skagit County, Washington; being a portion of the South ½ of the Northeast ¼ of the Northeast ¼ of Section 13, Township 35 North, Range 4 East, W.M.;

EXCEPT that portion of Tract "A" lying Easterly of the following described line:

Beginning at the Southeast corner of said Tract "A"; thence South 89°44'56" West, a distance of 300.00 feet to the true point of beginning of this line description; thence due North to the North line of said Tract "A" and the terminus of this line description.

together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters; and all other Personal Property described in the Deed of Trust;

all of which is subject to that certain Deed of Trust (as amended, the "Deed of Trust") dated November 17, 2004 and recorded November 18, 2004 under Instrument No. 200411180079, records of Skagit County, Washington, and all amendments or modifications thereto, from Hansell/Mitzel, LLC, a Washington limited liability company, as Grantor under said Deed of Trust ("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 March 23, 2010 and recorded March 24, 2010 under Instrument No. 201003240124, records of Skagit County, Washington. An Appointment of Successor Trustee appointing LPSL Corporate Services, Inc. as Successor Trustee was recorded July 6, 2010 under Instrument No. 201007060200, records of Skagit County, Washington.

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:

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

<u>Obligations</u>	<u>Amount Outstanding</u>
1. Unpaid matured principal balance	\$405,000.00
2. Unpaid interest through September 6, 2010	\$29,458.13

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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	\$1,218.33
(b) Appraisal fees	\$1,800.00
(c) Attorneys' fees	\$6,000.00
(d) Service/Posting/Publishing/ Notices of Default, Sale & Foreclosure	\$2,500.00
(e) Postage and copying expenses	\$100.00
(f) Recording fees	<u>\$100.00</u>
Subtotal:	\$11,718.33
TOTAL:	\$446,176.46

IV.

The sum owing on the obligation secured by the Deed of Trust is: the unpaid principal balance of \$405,000.00, together with interest from December 15, 2009 and late charges 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 **10th day of December, 2010**. The sale may be terminated any time before the time of sale on the **10th day of December, 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 Borrower and Grantor at the following addresses:

Borrower and Grantor: Hansell/Mitzel, L.L.C.
PO Box 2523
Mount Vernon, WA 98273



Borrower and Grantor: Hansell/Mitzel, L.L.C.
c/o Dan Mitzel, Registered Agent
1111 Cleveland Street
Mount Vernon, WA 98273

Borrower and Grantor: Hansell/Mitzel, L.L.C.
1111 Cleveland Ave, #201
Mount Vernon, WA 98273

by both first class and certified mail on the 25th day of March, 2010, proof of which is in the possession of the Successor Trustee; and the written Notice of Default was also served on the Borrower and Grantor on the 30th day of March, 2010, proof of such service is in the possession of the Successor Trustee.

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

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