



and refunds of premiums) for any sale or other disposition of the property; and

TOGETHER WITH all of the Grantor's right, title, and interest in and to all leases, rents and profits of all of the real property.

The real and personal property described above are referred to, collectively, as the "Property".

The Property is subject to that certain Deed of Trust dated May 7, 1999 and recorded May 7, 1999, under Auditor's File No. 9905070005, records of Skagit County, Washington, from Michael L. Lunz, as his separate property, Grantor, to Land Title Company of Skagit County, Trustee, to secure an obligation in favor of Whidbey Island Bank, as Beneficiary. The sale will be made without any warranty concerning the title to, or the condition of, the Property.

## II

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation secured by the Deed of Trust in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

## III

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

A.	Monthly P & I payments to 10/19/10	\$ 6,018.60
B.	Late charges	\$ 205.04
C.	Advances by Beneficiary	\$ 0.00
	<b>Total arrearages</b>	<b><u>\$6,223.64</u></b>
D.	Trustee's expenses	
	Trustee's fees	\$ 1,500.00
	Attorney's fees	\$ 0.00
	Title report	\$ 687.07
	Process service	\$ 260.00
	Long distance	\$ 20.00
	Recording fees	\$ 82.00
	Statutory mailings/photocopies	\$ 275.00
	<b>Total costs</b>	<b><u>\$2,824.07</u></b>

Total Estimated Reinstatement Amount as of October 19, 2010: **\$9,047.71**

Other potential defaults do not involve payment to the Beneficiary of the obligation secured by the Deed of Trust. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which are or may be applicable. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list



does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

Non payment of Taxes/Assessments

Default under any senior liens

Failure to insure Property against hazard

Waste

Unauthorized sale of Property (Due on Sale)

ACTION NECESSARY TO CURE

Deliver to Trustee written proof that all taxes and assessments against the Property are paid current.

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.

Deliver to Trustee written proof that the Property is insured against hazard as required by the Deed of Trust.

Cease and desist from committing waste, repair all damage to Property and maintain Property as required in Deed of Trust.

Revert title to permitted vestee.

IV

The sum owing on obligation secured by the Deed of Trust is: Principal **\$95,333.50** together with interest as provided in the underlying Note and such other costs and fees as are due under the Note and Deed of Trust and as are provided by statute.

V

The 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 **January 28, 2011**. The defaults referred to in Paragraph III must be cured by **January 17, 2011**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **January 17, 2011**, the defaults 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 **January 17, 2011**, and before the sale by the Borrower, Grantor, any Guarantor, their successor in interest or the holder of any recorded junior lien or encumbrance, by 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:



Michael L. Lunz (Borrower/Grantor) 519 E. Fairhaven Avenue Burlington, WA 98233 #039	Michael L. Lunz 515 E. Fairhaven Avenue Burlington, WA 98233 #039	Michael L. Lunz 14352 Lunz Road Anacortes, WA 98221 #039
Michael L. Lunz 923 Maple Avenue La Conner, WA 98257 #039		

by both first class mail and certified mail on August 12, 2010, proof of which is in the possession of the Trustee; and on August 14, 2010 the written Notice of Default was posted in a conspicuous place on the Property described in paragraph I above, and the Trustee has possession of proof of such 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.

Michael D. Bohannon, Trustee  
19586 10<sup>th</sup> Avenue NE, Suite 300  
P. O. Box 2326  
Poulsbo, WA 98370// (360) 779-6665

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 is afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the 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 20<sup>th</sup> 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 who are not tenants. After the 20<sup>th</sup> 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

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Skagit County Auditor

