

When recorded, return to:

Mark J. Rosenblum  
EISENHOWER & CARLSON, PLLC  
1201 Pacific Avenue, Suite 1200  
Tacoma, WA 98402



201011100051

Skagit County Auditor

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Document Title:	Notice of Trustee's Sale
Grantor:	Rushent Properties, LLC
Grantees:	Columbia State Bank Eisenhower & Carlson, PLLC
Legal Description:	LOT 2, CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV-100, BEING PTN. NW-NE, SEC 18 T34N, R4EWM
Additional Description:	Exhibit A
Reference No.:	200008220131
Tax Parcel No.:	8028-000-002-0000 (P116891)

### NOTICE OF TRUSTEE'S SALE

Issued Pursuant to RCW 61.24 et seq.

#### I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 11<sup>th</sup> day of February 2011 at the hour of 10:00 a.m. at the Skagit County Superior Courthouse located at 205 W. Kincaid, Mount Vernon, WA 98273, sell at public auction to the highest and best bidder, payable at the time of sale, the following real property (the "Real Property"), situated in the County of Skagit, State of Washington and legally described in **Exhibit A** attached hereto and incorporated herein by this reference.

The above described Real Property is more commonly known as 2320 Freeway Drive, Mount Vernon, Washington 98273, and which is subject to that certain Construction Deed of Trust (the "Deed of Trust") dated June 22, 2000, recorded with the Skagit County Recorder on August 22, 2000, under Skagit County Recording No. 200008220131, records of Skagit County, Washington, from Rushent Properties, LLC, as Grantor, to Island Title Company, as Trustee, to secure an obligation in favor of Columbia State Bank.

#### 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:

- (a)
- |  |                    |
|--|--------------------|
| Monthly Note payments of \$7,356.50 due from 4/01/10 through and including 11/01/10: | \$58,852.00        |
| Late charges:  | 2,574.81           |
| Appraisal fee:   | <u>3,400.00</u>    |
| <b>TOTAL PAST DUE:</b>   | <b>\$64,826.81</b> |

- (b) Defaults other than failure to make payments:

Failure to pay when due Skagit County real property taxes plus interest and penalties for second half of 2009 and first half of 2010 in the amount of \$21,703.79, plus accruing interest and penalties.

### V.

The sum owing on the obligations secured by the Deed of Trust is: Principal \$818,998.20, together with interest as provided in the note or other instrument secured from March 1, 2010, 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 Real 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 February 11, 2011. The defaults referred to in Paragraph III must be cured by January 31, 2011 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before January 31, 2011, (11 days before the sale date), the defaults as set forth in Paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated by the Grantor any time after January 31, 2011 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance paying the principal and accrued interest (including default interest) secured by the Deed of Trust, plus costs, reconveyance fee, attorneys' fees, foreclosure costs, other advances and other charges, if any, made pursuant to the terms of the obligations 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:



Rushent Properties, LLC  
P.O. Box 714  
Woodinville, WA 98072

Anthony M. Rushent  
4710 176<sup>th</sup> Street SE  
Bothell, WA 98012

Rushent Properties, LLC  
2320 Freeway Drive  
Mount Vernon, WA 98273

Mrs. Anthony M. Rushent  
4710 176<sup>th</sup> Street SE  
Bothell, WA 98012

Anthony M. Rushent  
P.O. Box 714  
Woodinville, WA 98072

Mrs. Anthony M. Rushent  
P.O. Box 714  
Woodinville, WA 98072

Anthony M. Rushent  
2320 Freeway Drive  
Mount Vernon, WA 98273

Mrs. Anthony M. Rushent  
2320 Freeway Drive  
Mount Vernon, WA 98273

Rushent Properties, LLC  
Attn: RSC Corporation, Registered Agent  
1201 Third Avenue, Suite 3400  
Seattle, WA 98101-3034

by both first class and certified mail, on June 25, 2010, proof of which is in the possession of the Trustee; the written Notice of Default was also posted in a conspicuous place on the real property described in Paragraph I above on June 29, 2010. The Trustee has in Trustee's possession 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.

#### VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under Grantor, of all its 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

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having an interest junior to the deed of trust, including occupants 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.

**XI.**

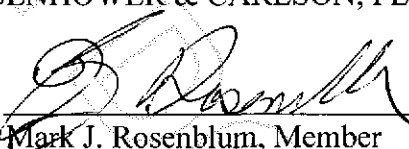
Notice to Guarantors

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the 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) the 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 the trustee's sale; (3) the 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, the Guarantor will have the right to establish the fair value of the Real 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.

DATED: November 4, 2010

EISENHOWER & CARLSON, PLLC, TRUSTEE

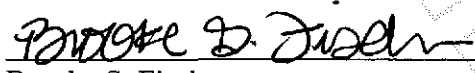
By

  
Mark J. Rosenblum, Member  
1201 Pacific Avenue, Suite 1200  
Tacoma, WA 98402  
(253) 572-4500

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this 4<sup>th</sup> day of November, 2010, I certify that I know or have satisfactory evidence that Mark J. Rosenblum is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of Eisenhower & Carlson, PLLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



  
Brooke S. Fischer  
Notary Public in and for the State of Washington  
Residing at: Kent, Washington  
My Appointment Expires: August 9, 2012

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## EXHIBIT A

LOT 2 OF CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV-1-00,  
APPROVED JUNE 4, 2000, AND RECORDED JUNE 14, 2000, UNDER  
AUDITOR'S FILE NO. 200006140161, RECORDS OF SKAGIT COUNTY,  
WASHINGTON; BEING A PORTION OF THE NORTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST,  
W.M..

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