

**Return Address:**

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



201012300128

Skagit County Auditor

12/30/2010 Page 1 of 7 3:30PM

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

GRANTOR (TRUSTEE): LPSL CORPORATE SERVICES, INC.  
GRANTEE: LITTLE MOUNTAIN EAST, L.L.C.  
ABBREV. LEGAL DESCRIPTION: SECTION 28, TOWNSHIP 34, RANGE 4, PTN. NE SW  
TAX PARCEL NUMBER(S): 340428-3-003-0005 (P28026)  
AFFECTED DOCUMENTS: 200605090130

GUARDIAN NORTHWEST TITLE CO.

TO: Little Mountain East, L.L.C. (Grantor)  
Landed Gentry Development, Inc. (Borrower)  
Blackburn Southeast, L.L.C. (Borrower)  
Gentry Family Investments, L.L.C. (Borrower/Guarantor)  
Kendall D. Gentry (Guarantor)  
Nancy Gentry (Guarantor)  
Other Parties in Interest

100314

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or its designated representative will on the 1<sup>st</sup> day of April, 2011, 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:

That portion of the Northeast ¼ of the Southwest ¼ of Section 28, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the East line of said Northeast ¼ of the Southwest ¼ and the South line of the Country Road running along the North line of said Northeast ¼ of the Southwest ¼;

thence South along the East line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , a distance of 400 feet to the Southeast corner of that certain tract conveyed to Floyd M. Alexander and Goldie N. Alexander, husband and wife, by instrument dated April 19, 1960, recorded under Auditor's File No. 593453, and the true point of beginning;

thence continue Southerly along the East line of said subdivision a distance of 300 feet, more or less, to the Northeast corner of a tract sold to Marilyn R. Humphries by instrument dated December 20, 1968, recorded December 30, 1968, under Auditor's File No. 721887;

thence Westerly, parallel with the South line of said subdivision, to the Easterly line of the Little Mountain County Road No. 323;

thence Northerly along said Easterly line to its intersection with the Westerly projection of the South line of the aforementioned F.M. Alexander Tract;

thence Easterly along said line to the true point of beginning,

EXCEPT any portion conveyed to the County of Skagit by deed recorded July 18, 1988, under Skagit County Auditor's File No. 8807180003.

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 May 1, 2006 and recorded May 9, 2006 under Instrument No. 200605090130, records of Skagit County, Washington, from Little Mountain East, L.L.C., 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 modified, as memorialized by that certain Modification of Deed of Trust dated August 13, 2007, and recorded August 21, 2007 under Instrument No. 200708210010, records of Skagit County, Washington, and further modified as memorialized by that certain Modification of Deed of Trust dated April 27, 2009, and recorded May 8, 2009 under Instrument No. 200905080126, records of Skagit County, Washington. 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 April 12, 2010 and recorded April 13, 2010 under Instrument No. 201004130070, records of Skagit County, Washington. An Appointment of



Successor Trustee appointing LPSL Corporate Services, Inc. as Successor Trustee was recorded May 26, 2010 under Instrument No. 201005260099, 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:

A. **Loan No. 370856-7 (6000003072) Default.** The Beneficiary declares that you are in default of the obligations secured by the Deed of Trust by failing to make the following past due payments on that certain amended and restated promissory note dated April 27, 2009, evidencing loan number 6000003072, which are in arrears (the "**370856-7 Default**");

<u>Obligation</u>	<u>Amount Outstanding</u>
Unpaid matured principal balance	\$3,574,847.74
Unpaid interest through December 29, 2010	\$262,478.23
Late fees prior to maturity	\$1,249.95

B. **Loan No. 370885-6 (6000003125) Default.** The Beneficiary declares that you are in default of the obligations secured by the Deed of Trust by failing to make the following past due payments on that certain amended and restated promissory note dated September 1, 2009, evidencing loan number 6000003125, which are in arrears (the "**370885-6 Default**");

<u>Obligation</u>	<u>Amount Outstanding</u>
Unpaid matured principal balance	\$1,127,832.73
Unpaid interest through December 29, 2010	\$82,809.55
Late fees prior to maturity	\$170.35

C. **Loan No. 370015-0 (6000001173) Default.** The Beneficiary declares that you are in default of the obligations secured by the Deed of Trust by failing to make the following past due payments on that certain promissory note dated December 14, 2005, evidencing loan number 6000001173, which are in arrears (the "**370015-0 Default**");



<u>Obligation</u>	<u>Amount Outstanding</u>
Unpaid matured principal balance	\$2,550,000.00
Unpaid interest through December 29, 2010	\$186,079.17
Late fees prior to maturity	\$780.94

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	\$1,144.76
(b) Attorneys' fees	\$8,000.00
(c) Service/Posting/Publishing/ Notices of Default, Sale & Foreclosure	\$2,500.00
(d) Postage and copying expenses	\$100.00
(e) Recording fees	\$100.00
Subtotal:	\$11,844.76
<b>TOTAL:</b>	<b>\$7,798,093.42</b>

#### IV.

The sum owing on the obligation secured by the Deed of Trust is: the unpaid principal balances in the total amount of \$7,252,680.47, together with interest from December 10, 2009 as provided in the Promissory Notes and such other advances, costs and fees as are due and will come due under the Promissory Notes or other instruments, 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 **1<sup>st</sup> day of April, 2011**. The sale may be terminated any time before the time of sale on the **1<sup>st</sup> day of April, 2011** (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 Grantor and Borrower at the following addresses:

Grantor: Little Mountain East, L.L.C.  
504 E Fairhaven Ave.  
Burlington, WA 98223

Borrower: Landed Gentry Development, Inc.  
504 E Fairhaven Ave.  
Burlington, WA 98223

Borrower: Blackburn Southeast, L.L.C.  
504 E Fairhaven Ave.  
Burlington, WA 98223

Borrower: Gentry Family Investments, L.L.C.  
504 E Fairhaven Ave.  
Burlington, WA 98223

by both first class and certified mail on the 21<sup>st</sup> day of April, 2010, proof of which is in the possession of the Successor Trustee; and the written Notice of Default was posted on the real property situated in Skagit County on the 22<sup>nd</sup> day of April, 2010, proof of which is also 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.



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 owners) and anyone having an interest junior to the Deed of Trust, 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 the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

**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 of the trustee's sale, less prior liens and encumbrances, and to limit each Guarantor's 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.

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

DATED: December 30, 2010.

LPSL Corporate Services, Inc.  
Successor Trustee

By: Charles R. Ekberg  
Charles R. Ekberg, its Vice President

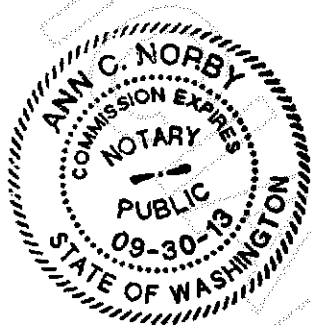
Address:  
LPSL Corporate Services, Inc.  
1420 Fifth Avenue, Suite 4100  
Seattle, Washington 98101-2338  
Phone: (206) 223-7000

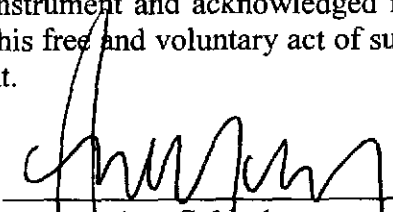


STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Charles R. Ekberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of LPSL Corporate Services, Inc. to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: December 30, 2010.



  
Print Name: Ann C. Norby  
NOTARY PUBLIC for the State of  
Washington, residing at Seattle  
My appointment expires: 09/30/2013

