

Recorded at the Request of:  
Michael D. Bohannon  
19586 10<sup>th</sup> Avenue NE, Suite 300  
PO Box 2326  
Poulsbo, WA 98370



201101130062  
Skagit County Auditor

1/13/2011 Page 1 of 6 1:38PM

**NOTICE OF TRUSTEE'S SALE**

100957

GUARDIAN NORTHWEST TITLE CO.

Reference No.: 200809040113  
Grantor: Jay R. Bowen and Cindy L. Bowen, husband and wife  
Grantee: Business Bank  
Legal Description: Section 29, Township 33, Range 4; Ptn. SE SW  
Assessor's Tax Parcel No.: 330429-3-008-0208 (P17474)

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee, Michael D. Bohannon, will on **April 29, 2011 at 10:00 a.m.**, at the main entrance of the Skagit County Superior Court, located at 205 W. Kincaid Street, Mount, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following-described real property and personal property (collectively, the "Property"), situated in the County of Skagit, State of Washington, to wit:

THE LAND REFERRED TO IN THIS REPORT/POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 250 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., EXCEPT THE WEST 272 FEET OF THAT PORTION THEREOF LYING EAST OF THE COUNTY ROAD ALONG THE WEST LINE OF SAID SUBDIVISION, AND EXCEPT THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS RECORDED JULY 27, 1956 AND SEPTEMBER 30, 1968 UNDER AUDITOR'S FILE NOS. 539335 AND 718744.

UNRECORDED  
TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE WEST 325 FEET OF THE SOUTH 275 FEET OF THE NORTH 525 FEET OF THAT PORTION OF SAID SOUTHEAST 114 OF THE SOUTHWEST 1/4 LYING EAST OF THE COUNTY ROAD.

ALSO TOGETHER WITH AN EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 40 FEET OF THE WEST 400 FEET OF TRACT 2 OF SKAGIT COUNTY SHORT PLAT NO. 47-86, RECORDED MARCH 18, 1987, IN BOOK 7 OF SHORT PLATS, PAGE 170, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NO. 8703180001.

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); and all other rights, royalties and profits relating to such real property, including without limitation all minerals, oil, gas, geothermal and similar matters; and

TOGETHER WITH all equipment, fixtures and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the real property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) for any sale or other disposition of the property; and

TOGETHER WITH all of the Grantors' right, title, and interest in and to all leases, rents and profits of all of the real property. All of the above is collectively referred to as the "Secured Property".

The Secured Property is subject to that certain Deed of Trust dated August 25, 2008, recorded September 4, 2008 under Auditor's File No. 200809040113 (the "Deed of Trust"), records of Skagit County, State of Washington from Jay R. Bowen and Cindy L. Bowen, husband and wife, as Grantors, to Guardian Northwest Title & Escrow, as initial Trustee, to secure an obligation in favor of Business Bank, the present Beneficiary. The Deed of Trust secures the secured obligations (as defined in the Deed of Trust), including but not limited to all of Borrowers' obligations under that certain Promissory Note (the "Promissory Note") dated August 25, 2008, in the principal amount of \$400,000.00, executed by Borrowers as maker in favor of Business Bank as payee. The sale will be made without any warranty concerning the title to, or the condition of, the Secured Property.

[Bowen-2]



201101130062

Skagit County Auditor

The Beneficiary is the current owner and holder of the Promissory Note and the other obligations secured by the Deed of Trust.

II

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligations secured by the Deed of Trust in any Court by reason of the Borrowers' or Grantors' default on the obligations secured by the Deed of Trust.

III

The loan matured and was due and payable in full on August 25, 2010.

As of January 5, 2011, the Beneficiary declares that you are in default for failure to pay principal, interest and other fees, expenses and charges as herein set forth:

| <b>CURRENTLY DUE TO PAY IN FULL</b>                        | <b>AMOUNT</b>                   |
|--|---------------------------------|
| Principal  | \$391,214.81                    |
| Interest at 5.75% from 7/23/20 to 1/5/11 (\$61.63 per day) | \$10,230.53                     |
| <b>TOTAL</b>   | <b>\$401,445.34</b>             |
| <b>EXPENSES</b>  |                                 |
| (a) Attorneys' fees  | \$0.00                          |
| (b) Trustee's fees   | \$1,750.00                      |
| (c) Appraisal fee  | \$375.00                        |
| (d) Trustee's sale guarantee                               | \$1,198.86                      |
| (e) Service/posting of notices                             | 260.00 (estimated)              |
| (f) Postage/copying expense                                | 130.00 (estimated)              |
| (g) Recording fees   | \$83.00 (estimated)             |
| (h) Property tax advances                                  | [\$unknown]                     |
| (i) Insurance premium advances                             | [\$unknown]                     |
| (j) Other protective charges                               | [\$unknown]                     |
| <b>TOTAL CHARGES, COSTS AND FEES</b>                       | <b>\$3,796.86 (estimated)</b>   |
| <b>TOTAL ESTIMATED AMOUNT AS OF JANUARY 5, 2011</b>        | <b>\$405,242.20 (estimated)</b> |

If any other events of default under the Deed of Trust exist at any time prior to the Trustee's sale, they must also be cured. The foregoing amounts will increase with the passage of time. You should contact the undersigned Trustee for a current payoff amount.

IV

The sum owing on the obligations secured by the Deed of Trust is: Principal **\$391,214.81** together with interest as provided in the underlying loan documents and such other costs and

[Bowen-3]



201101130062  
Skagit County Auditor

fees as are due under the Promissory 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 obligations 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 **April 29, 2011**. The defaults referred to in Paragraph III must be cured before the date and time of sale. The sale may be terminated any time before the sale by the Borrowers, Grantors, 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 the Deed of Trust, paying all other amounts owing on the obligations secured by the Deed of Trust, and curing all other defaults.

VI

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrowers or Grantors at the following addresses:

Jay Richard Bowen  
Cindy L. Bowen  
(Borrowers/Grantors)  
22775 Franklin Road  
Mount Vernon, WA 98274

Jay Richard Bowen  
Cindy L. Bowen  
(Borrowers/Grantors)  
P. O. Box 204  
Mount Vernon, WA 98273

by both first class mail and certified mail on November 18, 2010, proof of which is in the possession of the Trustee; and on November 27, 2010 the written Notice of Default was posted in a conspicuous place on the real 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  
19586 10<sup>th</sup> Avenue NE, Suite 300  
PO Box 2326  
Poulsbo, WA 98370 360-779-6665

VIII

The effect of the sale will be to deprive the Grantors and all those who hold by, through or under the Grantors of all their interest in the above-described Property.

[Bowen-4]



201101130062  
Skagit County Auditor

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

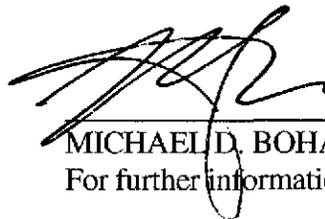
The purchaser at the trustee's sale is entitled to possession of the Property on the 20<sup>th</sup> day following the sale, as against the Grantors under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20<sup>th</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 a tenant with written notice in accordance with RCW 61.24.060

XI

NOTICE TO GUARANTORS

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (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 Grantors 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 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 January 11, 2011.



MICHAEL D. BOHANNON, Trustee  
For further information please call (360) 779-6665

[Bowen-5]

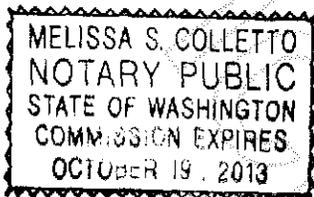


201101130062  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss.  
County of Kitsap )

On this day personally appeared before me MICHAEL D. BOHANNON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of January, 2011.



*Melissa S. Colletto*

NOTARY PUBLIC in and for the State of Washington.  
Residing at: Poulsbo, WA  
My Commission Expires: 10/19/13

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.**

