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Skagit County Auditor

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RETURN ADDRESS:**John T. Ludlow****Hanson Baker Ludlow Drumheller P.S.****2229 - 112th Avenue NE, Suite 200****Bellevue, WA 98004-2936**

DOCUMENT TITLE	Notice of Trustee's Sale	
REFERENCE NO. OF DOCUMENTS ASSIGNED/ RELEASED	200903130168	GUARDIAN NORTHWEST TITLE CO. 101311-3
GRANTOR	Patrick P. Burke and Darlene M. Burke, husband and wife, Sean Burke, a married man, as his separate estate and Caleb Burke a married man, as his separate estate, in indeterminate undivided interests	
GRANTEE	Whidbey Island Bank, successor beneficiary to North County Bank	
LEGAL DESCRIPTION	Lot 9, Plat of Harvest Edge	
ASSESSOR'S PARCEL NO.	4885-000-009-0000/P124198	

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **May 20, 2011**, at the hour of **10:00 a.m.**, at **Skagit County Courthouse, 205 W. Kincaid**, in the City of **Mount Vernon**, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of **Skagit**, State of Washington, to-wit:

See Exhibit A attached hereto for a legal description of the real property being foreclosed. If the Deed of Trust grants the Beneficiary security interests in personal property located on the real property, said personal property will be included in the Trustee's Sale. The personal property is described in the Deed of Trust and any UCC-1 and/or UCC-2 Financing Statement signed by the Grantor of the Deed of Trust. Reference should be made to the Deed of Trust and any such Financing Statements for a description of the personal property being sold.

which is subject to that certain Deed of Trust, dated **February 25, 2009**, recorded **March 13, 2009**, under Auditor's File No. **200903130168**, records of **Skagit County, Washington**, from **Patrick P. Burke and Darlene M. Burke, husband and wife, Sean Burke, a married man, as his separate estate and Caleb Burke a married man, as his separate estate, in indeterminate undivided interests**, as Grantor, to **Land Title Company of Skagit County** as Trustee, to secure an obligation originally granted to **Mortgage Electronic Registration Systems, Inc. as nominee for North County Bank**. The beneficial interest in said Deed of Trust has been assigned to **Whidbey Island Bank, ("Beneficiary")**.

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 default(s) for which this foreclosure is made is/are as follows:

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

MONTHLY PAYMENTS:

September 2010 - February 2011 in the amount of \$1,286.67/month

\$7,720.02

LATE CHARGES:

Accrued late charges for all monthly payments not made within 10 days of its due date.

\$262.60

TOTAL MONTHLY PAYMENTS AND LATE CHARGES

\$7,982.62

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal **\$176,883.30**, together with interest as provided in the Note or other instrument secured from **August 31, 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 **May 20, 2011**. The defaults referred to in Paragraph III must be cured by **May 9, 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 **May 9, 2011** (11 days before the sale date) the default(s) as set forth in Paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after **May 9, 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 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:

Patrick P. Burke
730 N Lisa Lane
Camano Island, WA 98282
Sean Burke
730 N Lisa Lane
Camano Island, WA 98282
Caleb Burke
730 N Lisa Lane
Camano Island, WA 98282

Darlene M. Burke
730 N Lisa Lane
Camano Island, WA 98282
Jane Doe Burke
730 N Lisa Lane
Camano Island, WA 98282

by both first class and certified mail on **January 4, 2011**, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on **January 4, 2011** with said written Notice of Default or 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 service or 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 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

If the property being foreclosed is a single family residence, condominium, cooperative or building containing fewer than five units, state law requires that the following additional



notice be given.

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 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 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.

XI. NOTICE TO GUARANTORS

If the Deed of Trust being foreclosed secures a commercial loan and you are a guarantor of the loan, the following statements apply to you.

You 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;

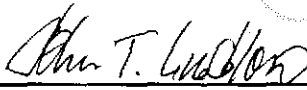
You have the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale;

You will have no right to redeem the property after the trustee's sale;

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

In any action for a deficiency, you 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 your 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.

TRUSTEE:
HANSON BAKER LUDLOW
DRUMHELLER P.S.

By 
John T. Ludlow
2229 112th Avenue NE, Suite 200
Bellevue, Washington 98004
Telephone: (425) 454-3374



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 11 day of February 2011, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came John T. Ludlow, personally known or having presented satisfactory evidence to be the President of Hanson Baker Ludlow Drumheller P.S. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



Susan L. Knight
Print Name: Susan L. Knight
Notary Public in and for the
State of Washington, residing at
Buenos
Expiration Date: 11-07-12



Exhibit A

LOT 9, "PLAT OF HARVEST EDGE," AS RECORDED MARCH 17, 2006, UNDER
AUDITOR'S FILE NO. 200603170131, RECORDS OF SKAGIT COUNTY,
WASHINGTON. SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT,
STATE OF WASHINGTON.
APN #4885-000-009-0000

