

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Skagit Law Group, PLLC
P.O. Box 336 / 227 Freeway Drive, Ste B
Mount Vernon, WA 98273



201103010077

Skagit County Auditor

3/1/2011 Page

1 of

9

3:17PM

NOTICE OF TRUSTEE'S SALE

Reference Nos.:	200905210122 (Deed of Trust) 201101190152 (Appointment of Successor Trustee)
Grantor (s):	TRITON-AMERICA, LLC, a Washington Limited Liability Company, also known as TRITON AMERICA CORPORATION, LLC SKAGIT LAW GROUP, PLLC, a Professional Limited Liability Company, Successor Trustee
Grantee (s):	THE PUBLIC STREAMSIDE OF ESTES PARK, LLC, a Colorado Limited Liability Corporation
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legal:	Units 101, 103, 203, B & C, 1 st Am. to Maritime Building Condominium
Additional Legal on page(s):	2, 3
Assessor's Tax Parcel Nos.:	P111437 / 4690-000-101-0000 P111441 / 4690-000-103-0000 P111445 / 4690-000-203-0000 P111447 / 4690-000-900-0200 P111448 / 4690-000-900-0300

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, June 10, 2011, at the hour of 10:00 a.m.**, at the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, 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, which may be sold in gross or in parcels as the Trustee may deem most advantageous at the time of sale, to-wit:

Unit 101, MARITIME BUILDING CONDOMINIUM, a condominium, according to the first amendment to survey and map plans recorded December 6, 1999 under Auditor's File No. 199912060103, and declaration thereof recorded January 31, 1997 under Auditor's File No. 9701310008, and Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154, in Volume 16 of Plats, pages 156 through 158, records of Skagit County, Washington.

Situated in Skagit County, Washington.

AND ALSO the following described property, to wit:

Unit 103, MARITIME BUILDING CONDOMINIUM, a condominium, according to the first amendment to survey and map plans recorded December 6, 1999 under Auditor's File No. 199912060103, and declaration thereof recorded January 31, 1997 under Auditor's File No. 9701310008, and Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154, in Volume 16 of Plats, pages 156 through 158, records of Skagit County, Washington.

Situated in Skagit County, Washington.

AND ALSO the following described property, to wit:

Unit 203, MARITIME BUILDING CONDOMINIUM, a condominium, according to the first amendment to survey and map plans recorded December 6, 1999 under Auditor's File No. 199912060103, and declaration thereof recorded January 31, 1997 under Auditor's File No. 9701310008, and Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154, in Volume 16 of Plats, pages 156 through 158, records of Skagit County, Washington.

Situated in Skagit County, Washington.

AND ALSO the following described property, to wit:

Unit B, MARITIME BUILDING CONDOMINIUM, a condominium, as delineated in that survey recorded in Volume 16 of Plats on pages 156 through 158 according to Amended Declaration thereof recorded December 6, 1999 under Auditor's File No. 199912060104, and



Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154, records of Skagit County, Washington.

Situated in Skagit County, Washington.

AND ALSO the following described property, to wit:

Unit C, MARITIME BUILDING CONDOMINIUM, a condominium, as delineated in that survey recorded in Volume 16 of Plats on page 156 through 158 according to Amended Declaration thereof recorded December 6, 1999 under Auditor's File No. 199912060104, and Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154, records of Skagit County, Washington.

Situated in Skagit County, Washington.

which is subject to that certain Deed of Trust dated May 21, 2009 and recorded May 21, 2009 under Auditor's File No. 200905210122, records of Skagit County, Washington, which Deed of Trust is from Streamside of Estes Park, LLC, a Colorado Limited Liability Corporation, as Grantor, to Chicago Title Company of Washington, a Washington corporation, as Trustee, to secure an obligation in favor of Triton America Corporation, LLC, also known as Triton America Corporation, LLC, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded January 19, 2011 under Auditor's File No. 201101190152, 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 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:

Balloon payment due November 1, 2010:	\$1,414,994.00
Interest to February 23, 2011:	\$102,286.62



201103010077
Skagit County Auditor

Late fee: \$75,864.03

Subtotal: \$1,593,144.65

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. 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:

Action to Cure Default:

TAXES/ASSESSMENTS

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

FAILURE TO INSURE
PROPERTY AGAINST
HAZARD

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

LIENS

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

JUDGMENTS

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

WASTE

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

UNAUTHORIZED SALE
OF PROPERTY (DUE
ON SALE)

Revert title to permitted vestee.

Costs and Fees:

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs, and fees:



Trustee's fee:	\$1,500.00
Title report:	2,980.92
Service/posting of foreclosure notices:	350.00
Long distance telephone charges:	25.00
Recording fees:	168.00
Mailing costs:	125.00
Photocopies:	<u>20.00</u>
Subtotal:	\$5,168.92

Total Current Estimated Amount: \$1,598,313.57

Additional Arrearages:

Interest: 2/24/11 – 5/30/11 **\$66,989.31**

Additional Costs and Fees:

Additional trustees' or attorney's fees:	\$ -----
Publication costs:	<u>\$ 1,000.00</u>

Total Estimated Amount as of May 30, 2011: \$1,666,302.88

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of **\$1,414,994.00** as of November 1, 2010, together with interest as provided in the note or other instrument secured, 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 without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or encumbrances on **June 10, 2011**. The default(s) referred to in paragraph III must be cured by **May 30, 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 30, 2011** (11 days before the sale date) the default(s) 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 **May 30, 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:

Occupants of:
1909 Skyline Way, Unit #101
Anacortes, WA 98221

Occupants of:
1909 Skyline Way, Unit #103
Anacortes, WA 98221

Occupants of:
1909 Skyline Way, Unit #203
Anacortes, WA 98221

Occupants of:
1909 Skyline Way, Slip B
Anacortes, WA 98221

Occupants of:
1909 Skyline Way, Slip C
Anacortes, WA 98221

Peter S. Whiting, Member of
Streamside of Estes Park, LLC
1909 Skyline Way, Suite #101
Anacortes, WA 98221

Streamside of Estes Park, LLC
1909 Skyline Way, Suite #101
Anacortes, WA 98221

Janiece D. Felsman-Whiting, Member of
Streamside of Estes Park, LLC
1909 Skyline Way, Suite #101
Anacortes, WA 98221

Streamside of Estes Park, LLC
c/o Terry Joseph, Registered Agent
208 Little Beaver Drive
Estes Park, CO 80517



by both first class and certified mail on January 20, 2011, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on January 20, 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 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 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

-7-



201103010077
Skagit County Auditor

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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 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. The failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the Grantor, or the trustee's sale.

XII

This is an attempt to collect a debt and any information obtained will be used for that purpose.

DATED this 24 day of February, 2011.

SKAGIT LAW GROUP, PLLC,
a Professional Limited Liability Company,
Successor Trustee

By 

Craig E. Cammock, WSBA #24185, Member
227 Freeway Drive, Ste B/P. O. Box 336
Mount Vernon, WA 98273
Telephone: (360) 336-1000

Acknowledgement Follows:

-8-

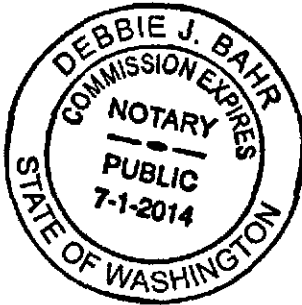


201103010077
Skagit County Auditor
3/1/2011 Page 8 of 9 3:17PM

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Craig E. Cammock 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 a Member of Skagit Law Group, PLLC, a Washington professional liability company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: February 24, 2011.



Debbie J Bahr
NOTARY PUBLIC
Printed Name: DEBBIE J. BAHR
My appointment expires: 7-1-14



201103010077
Skagit County Auditor