

Return Address:

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



201103020032

Skagit County Auditor

3/2/2011 Page

1 of

6 10:14AM

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

GRANTOR (TRUSTEE): LPSL CORPORATE SERVICES, INC.
GRANTEE: HANSELL/MITZEL, LLC
ABBREV. LEGAL DESCRIPTION: Div II, III, VI & VII of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT," Rec. No. 200512140111; and Future Div I and Tracts 900 & 901 of "HIGHLAND GREENS LU 04-093, FINAL PLAT OF DIVISION V," Rec. No. 200804070155
TAX PARCEL NUMBER(S): 340409-4-005-0600 (P124125); 340409-4-005-0800 (P124127); 4954-000-999-0000 (P127498); 4954-000-900-0000 (P127495); 4954-000-901-0000 (P127496)
AFFECTED DOCUMENTS: 200510120147; 200610230180; 200905280179; 200909010005

TO: Hansell/Mitzel, L.L.C.
Jeffrey D. Hansell (Guarantor)
Daniel R. Mitzel (Guarantor)
Other Parties in Interest

GUARDIAN NORTHWEST TITLE CO.

44434

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or its designated representative will on the **3rd day of June, 2011, at the hour of 10:00 a.m.** at the main entrance of the Skagit County Courthouse, 205 W 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:

See Exhibit A.

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 the real property, including without limitation all minerals, oil, gas, geothermal and similar matters;

all of which is subject to that certain Construction Deed of Trust (as amended, the "Deed of Trust") dated September 16, 2005 and recorded October 12, 2005 under Instrument No. 200510120147, records of Skagit County, Washington, and all amendments and modifications thereto, from Hansell/Mitzel, LLC, 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 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 March 3, 2010 and recorded March 9, 2010 under Instrument No. 201003090036, records of Skagit County, Washington. An Appointment of Successor Trustee appointing LPSL Corporate Services, Inc. as Successor Trustee was recorded July 6, 2010 under Skagit County Auditor's File No. 201007060201.

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:

Failure to pay the following amounts:

<u>Obligations</u>	<u>Amount Outstanding</u>
1. Matured principal balance	\$8,442,180.45
2. Unpaid interest through February 23, 2011	\$935,147.36
3. Late fees	\$9,339.15

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	\$8,584.59
(b) Attorneys' fees	\$6,000.00
(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:	\$17,284.59



TOTAL:

\$9,403,951.55

IV.

The sum owing on the obligation secured by the Deed of Trust and subject to this foreclosure is: the unpaid principal balance of \$8,442,180.45, together with interest from August 27, 2009 as provided in the Promissory Note and such other advances, costs and fees as are due and will come due under the Promissory Note or other instrument, 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 **3rd day of June, 2011**. The sale may be terminated any time before the time of sale on the **3rd day of June, 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 Borrower and Grantor at the following addresses:

Grantor and Borrower: Hansell/Mitzel, L.L.C.
PO Box 2523
Mount Vernon, WA 98273

Grantor and Borrower: Hansell/Mitzel, L.L.C.
c/o Dan R. Mitzel, Registered Agent
1111 Cleveland Street
Mount Vernon, WA 98273

Grantor and Borrower: Hansell/Mitzel, L.L.C.
1111 Cleveland Ave. #201
Mount Vernon, WA 98273



by both first class and certified mail on March 25, 2010, proof of which is in the possession of the Successor Trustee; and the Borrower and Grantor were personally served with the Notice of Default on March 30, 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 20th 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 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.

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: February 25, 2011.

LPSL Corporate Services, Inc.
Successor Trustee

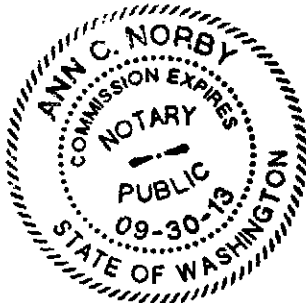
By: Charles R. Ekberg
Charles R. Ekberg, its Vice President

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: February 25, 2011.



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

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to in this notice is situated in the State of Washington, County of Skagit, and is described as follows:

PARCEL "N":

Division II and Division VII of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT", as per plat recorded as Skagit County Auditor's File No. 200512140111.

PARCEL "O":

Division III of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT", as per plat recorded as Skagit County Auditor's File No. 200512140111.

PARCEL "P":

Division VI of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT", as per plat recorded as Skagit County Auditor's File No. 200512140111.

PARCEL "Q":

Future Division I, "HIGHLAND GREENS LU 04-093, FINAL PLAT OF DIVISION V", as per plat recorded as Skagit County Auditor's File No. 200804070155; EXCEPT any portion thereof dedicated as North 30th Street; ALSO EXCEPT that portion thereof lying within Lots 1 through 20, inclusive, and Lots 79 through 114, inclusive, and road and alley rights-of-way appurtenant to said lots of Division I of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT", as per plat recorded as Skagit County Auditor's File No. 200512140111.

PARCEL "S":

Tract 900 of "HIGHLAND GREENS LU 04-093, FINAL PLAT OF DIVISION V", as per plat recorded as Skagit County Auditor's File No. 200804070155.

PARCEL "T":

Tract 901 of "HIGHLAND GREENS LU 04-093, FINAL PLAT OF DIVISION V", as per plat recorded as Skagit County Auditor's File No. 200804070155.

{end of Exhibit A}

