

AFTER RECORDING RETURN TO:
Rainier Foreclosure Services, Inc.
c/o Schweet Rieke & Linde, PLLC
575 S Michigan ST
Seattle WA 98108



201103150036
Skagit County Auditor

3/15/2011 Page 1 of 10 11:56AM

LAND TITLE OF SKAGIT COUNTY
138678.0

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

If you filed bankruptcy or have been discharged in bankruptcy, this communication is for informational purposes only and is not intended as an attempt to collect this debt from you personally.

NOTICE OF TRUSTEE'S SALE

TO: Occupants of the Premises
Kay E. Syre
David R. Syre
Trillium Corporation
All Other Interested Parties

Trey Marie Vineyards, LLC
John Doe Syre
Jane Doe Syre

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Rainier Foreclosure Services, Inc., will on June 17, 2011, at the hour of 10:00 a.m., outside the main lobby of the Skagit County Courthouse, 205 W Kincaid ST, in the City of Mount Vernon, State of Washington 98273, 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:

THE COMPLETE LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT A
[Tax parcel numbers 360406-1-002-0012 (P48958); 360407-1-001-0012 (P49050); 360408-0-011-0003 (P49106)].

the postal address of which is more commonly known as:

VACANT LAND known as Palmer Lake Property located at Alger WA.

(commonly known as Vacant Land known as Palmer Lake Property located at Alger WA), which is subject to that certain Deed of Trust, dated September 23, 2002, recorded September 26, 2002, under Auditor's File No. 200209260111, records of Skagit County, Washington, from Trillium Corporation, as Grantor, to secure an obligation in favor of Old Standard Life Insurance Company, as Beneficiary, which Deed of Trust was assigned to Polygon Financial 05, LLC under assignment recorded on March 25, 2005 under Auditor's File No. 200503250117.

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 for which this foreclosure is made is as follows:

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

PROMISSORY NOTE dated September 23, 2002, as amended and modified, pursuant to that certain Amendment to Modified and Restated Settlement and Amendment to Loan Agreement dated January 28, 2010

Payment due January 31, 2011 pursuant to paragraph 2 of the Amendment to Modified and Restated Settlement and Amendment to Loan Agreement:

Principal as of 3/7/11:	\$9,319,580.37
Accrued Interest to 3/7/11:	\$4,834,313.68
Late Charges:	\$.00
TOTAL:	\$14,153,894.05*

Per diem Base Interest is \$5,886.17

Additional Interest accrues monthly at the rate of 1% per month calculated on the month-end balance pursuant to paragraph 4 of the Modified Settlement Agreement. Base Interest and additional interest are added to the principal balance due at the end of each month.

*plus all attorney's fees and costs and
foreclosure fees and costs incurred

- b. Default other than failure to make payments:

- i. Bring current all Real Property Taxes, if delinquent;

P48958: 2008, \$231.06	P49050: 2008, \$101.33	P49106: 2008, \$131.61
2009, \$448.87	2009, \$196.79	2009, \$255.68
2010, \$328.07	2010, \$148.72	2010, \$225.14

AND



201103150036
Skagit County Auditor

ii. Failure to pay and remove liens/encumbrances attached to the real property in violation of the covenants in the Deed of Trust, as follows:

Trey Marie Vineyards, LLC judgment recorded 12/29/08

\$973,992.95

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$9,319,580.37, together with Base Interest and Additional 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 said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 17th day of June, 2011. The defaults referred to in paragraph III must be cured by the 17th day of June, 2011 (the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the 17th day of June, 2011 (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 before the 17th day of June, 2011, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance paying the principal and interest 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 or Grantor at the following addresses:

Trillium Corporation

ATTN: David Syre

David Syre

Jane Doe Syre

%Trillium Corporation

Kay E. Syre

John Doe Syre

%Linda Kelley Ebberson, Esq.

Lasher Holsapfel Sperry & Ebberson, PLLC

Kay E. Syre

Cynthia Pope, Esq.

%Trillium Corporation

1329 N State ST, STE 201, Bellingham WA 98225

1329 N State ST, STE 201, Bellingham WA 98225

601 Union ST, #2600, Seattle WA 98101

347 Bayside RD, Bellingham, WA 98225-7801

1329 N State ST, STE 201, Bellingham WA 98225

by both first class and certified mail on February 1, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on February 2, 2011, with said written Notice of Default and/or the Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has in his possession proof of such service or posting.



201103150036

Skagit County Auditor

VII.

The Trustee whose name and address is set forth below will provide in writing, to any person 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 objections to this 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 R.C.W. 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 owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and 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.

THE NOTICE TO GUARANTOR REQUIRED BY RCW 61.24.042 IS ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE.

DATED: March 11, 2011.

RAINIER FORECLOSURE SERVICES, INC.,
Successor Trustee

By: 

PAUL V. RIEKE, Vice President
Rainier Foreclosure Services, Inc. c/o
SCHWEET RIEKE & LINDE, PLLC
575 S Michigan ST
Seattle WA 98108
(206) 275-1010

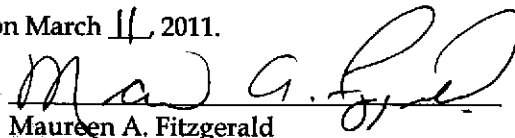


201103150036
Skagit County Auditor

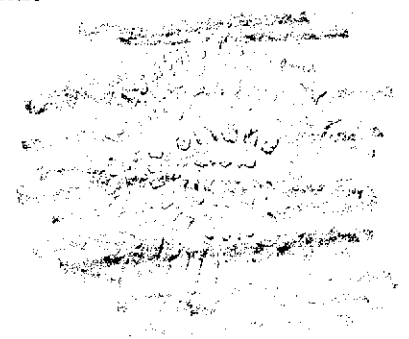
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PAUL V. RIEKE, to me known to be the Vice President of the corporation that executed the foregoing NOTICE OF TRUSTEE'S SALE, 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.

Given under my hand and official seal on March 11, 2011.



Maureen A. Fitzgerald
Notary Public in and for the
State of Washington, residing at: Seattle
My commission expires: 9/27/12



201103150036
Skagit County Auditor

NOTICE GUARANTORS, BORROWERS, AND/OR GRANTORS OF THE COMMERCIAL OBLIGATION SECURED BY THE DEED OF TRUST:

1. IF YOU ARE A GUARANTOR, YOU MAY BE LIABLE FOR A DEFICIENCY JUDGMENT TO THE EXTENT THE SALE PRICE OBTAINED AT TRUSTEE'S SALE IS LESS THAN THE DEBT SECURED BY THE DEED OF TRUST.

YOU HAVE THE SAME RIGHT 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 SEEK A DEFICIENCY JUDGMENT 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.

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 TRUSTEE'S SALE, PLUS INTEREST AND COSTS.

2. If you are a borrower or a grantor, then to the extent that the fair value of the property sold at trustee's sale to the beneficiary is less than the unpaid obligation secured by the deed of trust immediately prior to the trustee's sale, an action for a deficiency judgment may be brought against you for:

- any decrease in the fair value of the property caused by waste to the property committed by the borrower or grantor after the deed of trust was granted; and**
- any decrease in the fair value of the property caused by the wrongful retention of any rents, insurance proceeds, or condemnation awards by the borrower or grantor that are otherwise owed to the beneficiary.**

3. THE DEFICIENCY JUDGMENT MAY ALSO INCLUDE INTEREST, COSTS AND ATTORNEYS FEES.



201103150036

Skagit County Auditor

EXHIBIT "A"

PARCEL 360406:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, EXCEPT that portion lying within the right-of-way of Abbey Road; that portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying Easterly of the U.S. Highway 99, as conveyed to the State of Washington by deed recorded under Auditor's File No. 253009, EXCEPT any portion conveyed to Skagit County by deed recorded January 4, 1912, under Auditor's File No. 88421 (Volume 87 of Deeds, page 563); the Southeast $\frac{1}{4}$; all in Section 6, Township 36 North, Range 4 East, W.M.

EXCEPT that portion conveyed to the Fairhaven and Southern Railroad Company by deed recorded August 14, 1890, in Volume 13 of Deeds, page 91, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL 360407:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 36 North, Range 4 East, W.M.; the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 7,

EXCEPT the Southwest $\frac{1}{4}$ thereof; and that portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 7, Township 36 North, Range 4 East, W.M., Skagit County, Washington, described as follows:

Beginning at the East $\frac{1}{4}$ corner of said Section 7, being the true point of beginning;
thence South $02^{\circ}20'00''$ East along the East boundary of said Section 7, a distance of 87.87 feet;
thence North $45^{\circ}24'05''$ West, a distance of 128.38 feet to a point on the North boundary of said Southeast $\frac{1}{4}$;
thence South $88^{\circ}28'10''$ East, a distance of 87.87 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL 360408:

The West 60 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 36 North, Range 4 East, W.M.,

EXCEPT that portion lying South of the North margin of the County road as conveyed by deed recorded under Auditor's File No. 463822,

AND EXCEPT the West 12.00 feet of the South 314.00 feet of the remainder.

Situate in the County of Skagit, State of Washington.



201103150036
Skagit County Auditor

3/15/2011 Page

7 of 10 11:56AM

TOGETHER WITH the buildings, structures and improvements now or hereafter located on said land and all right, title and interest, if any, of Grantor in and to the streets and roads abutting said land to the center lines thereof, the strips and gores within or adjoining said land, the air space and right to use said air space above said land, all rights of ingress and egress by pedestrians and motor vehicles on or within said land, and all easements now or hereafter affecting said land, royalties and all rights appertaining to the use and enjoyment of said land, including, without limitation, alley, drainage, sewer, mineral, water, wells and well rights, oil and gas rights, mining claims, rights-of-way, ways, passages, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor and the reversion and reversions, remainder and remainders (said Real Property, together with said buildings, structures and improvements, the property and other rights, privileges and interests encumbered and conveyed hereby, are hereinafter collectively referred to as the "Premises");

TOGETHER WITH all right, title, and interest now held or hereafter acquired by Grantor in and to all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached to, contained in, used or intended to be incorporated in or used in connection with the Premises or placed on any part thereof, though not attached thereto, including, but not limited to, all building materials, furniture and furnishings, machinery, equipment, fittings, fixtures and articles of personal property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Indebtedness secured by this Deed of Trust, and all trade names, trademarks, tradestyles, service marks, copyrights, service contracts, computers and computer software, telephone equipment and systems, warranties, guarantees, business and building licenses and permits, architects' and engineers' plans, blueprints and drawings, good will and books and records relating to the business operated

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Washington Deed of Trust
Trillion/Old Standard/Loan
No. 50001710/SKAGIT

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Skagit County Auditor

9/26/2002 Page 5 of 50 3:33PM



201103150036

Skagit County Auditor

3/15/2011 Page 8 of 10 11:56AM

on the Premises; together with all proceeds of all of the foregoing; together with all of Grantor's present and future "fixtures," "equipment," "contract rights," "accounts," "general intangibles," "deposit accounts," "instruments," "investment property," "commercial tort claims," "letter-of-credit rights," "letters of credit," "money," "documents" and "chattel paper" relating to or generated by the operation of the Premises (as said quoted terms are defined in the Uniform Commercial Code as adopted in the State of Washington) and Beneficiary shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by Grantor to Beneficiary, all of the rights and remedies of a "secured party" under the said Uniform Commercial Code; and if the lien of this Deed of Trust is subject to a security interest or lease covering any such personal property, then together with all of the right, title and interest of Grantor in and to any and all such property, together with the benefits of all deposits and payments now or hereafter made thereon by Grantor;

TOGETHER WITH all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Premises, and all permits, licenses, certificates and other rights and privileges obtained in connection with the Premises, and all of Grantor's rights (but not its indebtedness) under all contracts relating to the Premises, including, but not limited to, Grantor's rights under any management agreement relating to the Premises;

TOGETHER WITH all leases, lettings and licenses of the Premises or any part thereof now or hereafter entered into and all right, title and interest of Grantor thereunder, and the rents, issues, profits, accounts receivable and revenues of the Premises from time to time accruing (including without limitation all payments under leases or tenancies, tenant security deposits and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same and including, without limitation, the right to receive and collect the rents, issues and profits payable thereunder;

TOGETHER WITH all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Grantor and all proceeds of the conversion, voluntary or involuntary, of the Collateral or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Collateral by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Collateral or any easement therein, including awards for any change of grade of streets;

TOGETHER WITH all right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions

02-127336.01

Washington Deed of Trust
Trillium/Old Standard/Loan
No. 50001710/SKAGIT



and appurtenances to, the Collateral, hereafter acquired by, or released to the, Grantor, or constructed, assembled or placed by Grantor or by others for Grantor's benefit on the Collateral, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further conveyance, assignment or other act by Grantor, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Grantor and specifically described herein;

TOGETHER with all right, title and interest of Grantor in and to (i) all standing timber or timber to be cut; (ii) all logs and any timber as and when severed (as hereinafter defined) until such time as such logs and timber have been removed from the Real Property and scaled or otherwise measured in the ordinary course of business; and (iii) all sale agreements providing for the sale of standing timber located on the Real Property (collectively, the "Timber"). As used herein, "severed" means the conversion of standing timber to "goods" (as defined in the Uniform Commercial Code) or to personal property by harvesting, logging, blowdowns or any other process or event which causes standing timber to cease to be part of the Real Property;

TOGETHER WITH, proceeds of any sale of logs or Timber and the profits, rents, license fees, royalties, income and other benefits derived from the Real Property other than inventory and account receivable created in the ordinary course of Borrower's business (collectively the "Proceeds") and the right, power and authority hereinafter given to Grantor to collect and apply the Proceeds;

TOGETHER WITH, all minerals or rights to minerals owned by Grantor, whether solid, liquid or gaseous (or a mixture), whether valuable or not, and whether or not known to exist under the premises, together with full rights of ingress and egress and use of the surface to the extent, reasonably necessary for the purpose of exploring, drilling, mining, developing, producing, storing, removing, treating and transporting said minerals ("Minerals"); and

TOGETHER WITH, all right title and interest of Grantor in all sand, gravel, dirt, and rock located at, near, or under the surface of the Real Property ("Gravel").



201103150036
Skagit County Auditor