

After Recording Return to:  
CHESTER T. LACKEY  
900 DUPONT STREET  
BELLINGHAM, WA 98225



201104070025

Skagit County Auditor

4/7/2011 Page 1 of 6 11:39AM

Document Title: Notice of Trustee's Sale  
Grantor: Chester T. Lackey and Bank of the Pacific  
Grantee: Hansell / Mitzel, L.L.C., a Washington limited liability company  
Legal: Lots 122 and 134, Nookachamp Hills PUD, Phase 11B  
Parcel #: 4868-000-112-0000 P123215; 4868-000-134-0000 P123227

GUARDIAN NORTHWEST TITLE CO.

NOTICE OF TRUSTEE'S SALE

101310 -3

PURSUANT TO THE REVISED CODE OF WASHINGTON

CHAPTER 61.24, ET. SEQ.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 15<sup>th</sup> day of July, 2011, at the hour of 10:00 o'clock A. M., inside the main lobby of the Skagit County Courthouse, 205 W. Kincaid Street, 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:

Lots 122 and 134, "NOOKACHAMP HILLS PUD, PHASE 11B", as per plat recorded August 23, 2005, under Skagit County Auditor's File No. 200508230082, records of Skagit County, Washington.

Situate in Skagit County, Washington

which is subject to that certain Deed of Trust dated January 24, 2006, recorded January 5, 2006, under Auditor's File No. 200601050025, records of Skagit County, Washington, from Hansell/Mitzel, LLC, a Washington limited liability company, as Grantor, to First American Title Company of Skagit County as Trustee, to secure an obligation in favor of Bank of the Pacific, as 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 defaults for which this foreclosure is made are as follows:

Monthly Payments Due	Amount Due		
9/10/10	\$5,956.74		
10/10/10	\$5,956.74		<b>TOTAL</b>
11/10/10	\$9,417.03		
12/10/10	\$10,225.12		
1/10/11	\$10,306.55		
2/10/11	\$5,956.74		
3/10/11	\$5,956.74		<b>\$53,775.66</b>

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$720,496.00, together with interest as provided in the note or other instrument secured from the 4<sup>th</sup> day of September, 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 the 15<sup>th</sup> day of July, 2011. The defaults referred to in paragraph III must be cured by the 4<sup>th</sup> day of July, 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 the 4<sup>th</sup> day of July, 2011, (11 days before the sale date), the defaults 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 the 4<sup>th</sup> day of July, 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:



Hansell / Mitzel, LLC c/o Dan R. Mitzel, Registered Agent 1111 Cleveland Mount Vernon, WA 98273	Hansell / Mitzel, LLC P. O. Box 2523 Mount Vernon, WA 98273
Daniel Mitzel & Patricia Burklund 12537 Eagle Drive Mount Vernon, WA 98273	Jeffrey Hansell & Lori Hansell 3620 Carol Place Mount Vernon, WA 98273
Dan R. Mitzel P. O. Box 188 Mount Vernon, WA 98273-0188	Jeffrey D. Hansell P. O. Box 188 Mount Vernon, WA 98273-0188
Dan R. Mitzel 16533 Walking M. Lane Mount Vernon, WA 98273	Resident / Tenant 17036 Blackberry Court Mount Vernon, WA 98273
	Resident / Tenant 23840 Nookachamp Hills Drive Mount Vernon, WA 98274

by both first class and certified mail on the 25<sup>th</sup> day of January, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 27<sup>th</sup> day of January, 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 of 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.

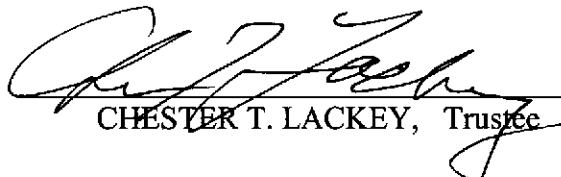
#### NOTICE TO OCCUPANTS OR TENANTS

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 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 tenants by summary proceedings under Chapter 59.12RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

DATED this 5<sup>th</sup> day of April, 2011

  
CHESTER T. LACKEY, Trustee

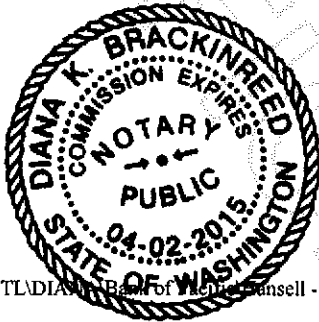
Battersby Field Professional Building  
900 Dupont Street  
Bellingham, Washington 98225  
Phone: (360) 734-6390



STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF WHATCOM     )

On this 5<sup>th</sup> day of April, 2011, before me personally appeared CHESTER T. LACKEY, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me 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 the day and year first above written.



Diana K. Brackinreed  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellingham.  
My Commission Expires 4/2/15.

NAWP\CTL\DIAB\Bak For Notice of Sale - Mitsel\Lots 122 134\Notice of Trustees Sale.doc



**FAIR DEBT COLLECTION PRACTICES ACT NOTICE**

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE OF ANY SUCH DISPUTE IN WRITING WITHIN 30 DAYS FROM RECEIVING THIS NOTICE, THIS OFFICE WILL OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT, IF ANY, AND WILL MAIL YOU A COPY OF SUCH VERIFICATION OR JUDGMENT. IF REQUESTED BY YOU IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR. ANY SUCH REQUEST MAY NOT PREVENT US FROM FILING A LAWSUIT, OR FROM PROCEEDING WITH A LAWSUIT, IF ONE HAS BEEN FILED, WITHIN THE ABOVE TIME PERIODS.

**NOTICE TO GUARANTOR**

- (1) 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) GUARANTOR HAS THE SAME RIGHTS TO REINSTATE THE DEBT, CURE THE DEFAULT, OR REPAY THE DEBT AS IS GIVEN TO THE GRANTOR IN ORDER TO AVOID TRUSTEE'S SALE.
- (3) 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.
- (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.



201104070025  
Skagit County Auditor