



201104220055
Skagit County Auditor

4/22/2011 Page 1 of 6 1:41PM

When Recorded Return to:
HILLIS CLARK MARTIN & PETERSON, P.S.
Attn: Julie B. Hamilton
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

Loan No. 010-06-10-592200
Trustee No. 18079.042.01/JBH

GUARDIAN NORTHWEST TITLE CO.
101740-2

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

Grantor(s):	<u>Hillis Clark Martin & Peterson P.S., Successor Trustee</u>
	<u>Pacific Crest Savings Bank</u>
Grantee(s):	<u>Babbitt Properties, L.L.C.</u>
Legal Description (abbreviated)*:	<u>A PTN OF GOV. LOT 8, 18-34-4 E W.M.</u>
	<input type="checkbox"/> Complete legal on <u>EXHIBIT A</u>
Assessor's Parcel No(s):	<u>P26172 (xrefID: 340418-0-087-0002) P26172</u>
Reference No. of Related Documents:	<u>200512300136</u>
*The Assessor's Parcel Number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.	

I.

NOTICE IS HEREBY GIVEN that the undersigned successor trustee will, on **July 22, 2011**, at the hour of **11:00 a.m.**, at the **main entrance of the Skagit County Courthouse, located at 205 West Kincaid, Mount Vernon, Washington**, sell at

public auction to the highest and best bidder, payable at time of sale, the following-described property, situated in the County of Skagit, State of Washington, to-wit (the "**Property**"):

All that portion of Government Lot 8, Section 18, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the South line of a county road, known as Willow Lane, as granted under Auditor's File No. 415291, records of Skagit County, Washington, at a point 1,160 feet West and 185 feet South of the Northeast corner of said Government Lot 8, said point also being the Northwest corner of that certain tract previously conveyed to Clarence M. Allen and Virginia M. Allen, husband and wife, by deed recorded under Auditor's File No. 895061, records of Skagit County, Washington; Thence West along the South line of said road for 160 feet to the West line of Government Lot 8; Thence South along the West line thereof for 145 feet to the North line of that certain tract previously conveyed to Mack Johnson and Eunice Johnson, husband and wife, by deed recorded under Auditor's File No. 764597, records of Skagit county, Washington; Thence East along the North line of said Johnson tract and easterly extension thereof to the Southwest corner of said Allen tract; Thence North along the West line of said Allen tract for 145 feet to the point of beginning; EXCEPT the West 80 feet thereof;

TOGETHER with all personal property and fixtures located thereon or otherwise related thereto;

Situate in the county of Skagit, State of Washington.

which Property is subject to (a) that certain Deed of Trust from BABBITT PROPERTIES, L.L.C., a Washington limited liability company, as grantor, ("**Borrower**"), to Land Title Copmany of Skagit County, as trustee, to secure an obligation in favor of PACIFIC CREST SAVINGS BANK, as beneficiary, ("**Beneficiary**"), dated Decmeber 22, 2005, and recorded on December 30, 2005, under Recording No. 200512300136, records of Skagit County, Washington, (the "**Deed of Trust**"), and (b) the security agreement and fixture filing that is included within the Deed of Trust (the "**Security Agreement**").

Hillis Clark Martin & Peterson P.S., is now "**Successor Trustee**" by reason of an Appointment of Successor Trustee recorded concurrently herewith, records of Skagit County, Washington.



II.

No action commenced by the Beneficiary of the Deed of Trust and the secured party under the Security Agreement, or the Beneficiary's successor 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:

1. Failure to make the monthly payment due on September 1, 2010, and the payments thereafter due under the Loan; and
2. Failure to keep the property free from liens, encumbrances and other charges claimed against the property.

The following is an itemized account of the amounts in arrears as a result of your failure to make payments due under the Loan:

Monthly payments due the 1st of each month from 9/1/10:	\$10,516.34
Late charges for delinquent payments:	\$394.57
Attorney fees and costs incurred by Beneficiary in connection with overall borrower relationship:	\$1,630.00
TOTAL AMOUNT IN ARREARS:	<u>\$12,540.91</u>

IV.

The sum owing on the obligation secured by the Deed of Trust and Security Agreement is: Principal balance, \$151,257.66, together with interest as provided in the note or other instrument secured from August 1, 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 Property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust and Security Agreement as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on July 22, 2011. The defaults referred to in paragraph III must be cured by July 11, 2011 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before July 11, 2011 (11 days



before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after July 11, 2011 (11 days before the sale) and before the sale by the Borrower, Grantor, any Guarantor (defined below), 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 Successor Trustee to the Borrower, Grantor, and Guarantors at the following address(es):

Babbitt Properties, L.L.C.
ATTN: Skagit Law Group PLLC,
Registered Agent
227 Freeway Drive, Suite B
Mount Vernon, WA 98273

Babbitt Properties, L.L.C.
ATTN: Scott Babbitt
1615 Buck Way, Suite A
Mount Vernon, WA 98273

Babbitt Properties, L.L.C.
PO Box 336
Mount Vernon, WA 98273

by both first class and certified mail on March 14, 2011, proof of which is in the possession of the Successor Trustee; and the Borrower and Grantor were personally served on March 16, 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 Successor Trustee has possession of proof of such service or posting.

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 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.

SPECIAL NOTICE TO GUARANTORS

If any of the parties receiving this notice are guarantors of the obligations referenced above, each such guarantor (individually and collectively, "**Guarantor**") is hereby notified that: (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 any 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 obligations referenced above; and (5) in any action for a deficiency, 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.

XI.

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 and the Helping Families Save Their Homes Act of 2009.



XII.

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

DATED this 21st day of April, 2011.

HILLIS CLARK MARTIN & PETERSON P.S.

By Julie B. Hamilton
Julie B. Hamilton

Successor Trustee
1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

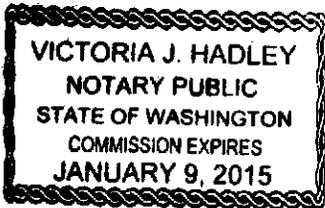
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this day personally appeared before me Julie B. Hamilton, to me known to be a representative of Hillis Clark Martin & Peterson P.S., the professional service 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 she was authorized to execute the said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of April, 2011.



Victoria J. Hadley
Printed Name: Victoria J. Hadley
NOTARY PUBLIC in and for the State of Washington,
residing at Auburn, WA.
My Commission Expires 01/09/2015.

