



201104280031

Skagit County Auditor

4/28/2011 Page

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8 10:58AM

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

### NOTICE OF TRUSTEE'S SALE

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Reference Nos.: 200807170059 (Deed of Trust)  
201102230028 (Appointment of Successor Trustee)  
200912290126 (Deed of Trust)  
201102230030 (Appointment of Successor Trustee)

Grantor (s): SKAGIT STATE BANK  
SKAGIT LAW GROUP, PLLC, a Professional  
Limited Liability Company, Successor Trustee

Grantee (s): THE PUBLIC  
SKAGIT SOUND ENTERPRISES, LLC, a  
Washington Limited Liability Company  
CRAIG T. DECKER and  
NANCY J. DECKER, who acquired title as  
NANCY DECKER, husband and wife

Additional Grantor(s) on page(s):  
Additional Grantee(s) on page(s):  
Abbreviated Legals: Units B, C, D & E, Skagit Sound Business Park  
Condominium First Amendment  
Lot 2, SP 17-75; ptn Gov. Lot 3, 2-34-1E W.M.  
2, 3

Additional Legal on page(s):  
Assessor's Tax Parcel Nos.: P129855/8081-000-002-0000 / P129856/8081-000-003-0000  
P129857/8081-000-004-0000 / P129858/8081-000-005-0000  
P129859/8081-000-999-0000)  
P19017/340102-0-007-0208

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I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, July 29, 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 properties, 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:

Units B, C, D and E of Skagit Sound Business Park Condominium Phase 1, a condominium, according to the Declaration thereof, recorded May 3, 2007, under Auditor's File No. 200705030119, and amended under Auditor's File No. 200806300186 and Survey Map and Plans thereof recorded May 3, 2007, under Auditor's File No. 200705030118, and amended under Auditor's File No. 200806300187, records of Skagit County, Washington; being a portion of Lots 5 and 6 of Short Plat No. ANA-03-001, recorded February 13, 2003, under Auditor's File No. 200302130095, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington,

which is subject to that certain Deed of Trust dated July 14, 2008 and recorded July 17, 2008 under Auditor's File No. 200807170059, records of Skagit County, Washington, which Deed of Trust is from Skagit Sound Enterprises, LLC, a Washington limited liability company, as Grantor, to Chicago Title Company, as Trustee, to secure an obligation in favor of Skagit State Bank, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded February 23, 2011 under Auditor's File No. 201102230028, records of Skagit County, Washington.

AND ALSO, to wit:

Lot 2 of Short Plat No. 17-75, approved May 14, 1975, and recorded May 15, 1975, under Auditor's File No. 817573, in Volume 1 of Short Plats, page 36, records of Skagit County, Washington; being a portion of Government Lot 3 of Section 2, Township 34 North, Range 1 East, W.M.;

EXCEPT all that portion described as follows:

Beginning at the most Southerly point of said Lot 2, said point also being the true point of beginning;  
thence North 48°03'22" West along the West line of said Lot 2, a distance of 35.00 feet;  
thence North 52°47'19" East a distance of 178.18 feet to the East line of said Lot 2;



thence South 41°27'38" West along the East line of said Lot 2 at a distance of 175.00 feet to the point of beginning.

Situate in the County of Skagit, State of Washington,

which is subject to that certain Deed of Trust dated December 18, 2009 and recorded December 29, 2009 under Auditor's File No. 200912290126, records of Skagit County, Washington, which Deed of Trust is from Craig T. Decker and Nancy J. Decker, husband and wife, as Grantors, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Skagit State Bank, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded February 23, 2011 under Auditor's File No. 201102230030, 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:

The Business Loan Agreement that accompanies the Promissory Note provides that you will be in default in the event of failure to furnish lender/beneficiary with financial information and statements, including but not limited to: 1) an annual balance sheet of borrower, Skagit Sound Enterprises, LLC, 2) annual profit and loss statements of borrower, Skagit Sound Enterprises, LLC, 3) annual tax returns of borrower, Skagit Sound Enterprises, LLC, 4) annual rent roll schedules and signed Lease Agreements of borrower, Skagit Sound Enterprises, LLC, and 5) personal financial statements and annual tax returns of guarantors, Craig Decker and Mark Bellusci. You are hereby notified that the lender/ beneficiary has determined that such events have not occurred as required.

The Business Loan Agreement that accompanies the Promissory Note provides that you will be in default in the event a material adverse change occurs in your financial condition, or if the lender/beneficiary believes the prospect of payment or performance of the loan is impaired, or in the event that the lender in good faith believes itself insecure. The lender/beneficiary has determined that such events have occurred, specifically including, but not limited to receipt of an appraisal of the real property subject to the deed of trust, which appraisal reflects a substantial decline in value for the real property.



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

|                                          |                     |
|------------------------------------------|---------------------|
| Principal payment due February 28, 2011: | \$568,762.72        |
| Accrued interest as of April 18, 2011:   | 28,934.04           |
| Late fees:                               | <u>30,194.49</u>    |
| <b>Subtotal:</b>                         | <b>\$627,891.25</b> |

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<br>PROPERTY AGAINST<br>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<br>OF PROPERTY (DUE<br>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:                           | 2,834.84          |
| Service/posting of foreclosure notices: | 210.00            |
| Long distance telephone charges:        | 25.00             |
| Recording fees:                         | 168.00            |
| Mailing costs:                          | 125.00            |
| Photocopies:                            | 20.00             |
| <b>Subtotal:</b>                        | <b>\$4,882.84</b> |

**Total Current Estimated Amount: \$632,774.09**

#### Additional Arrearages:

|                              |                     |
|------------------------------|---------------------|
| Interest: 4/19/11 – 7/18/11: | \$34,505.38         |
| <b>Subtotal:</b>             | <b>\$667,279.47</b> |

#### Additional Costs and Fees:

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

**Total Estimated Amount as of July 18, 2011: \$668,279.47**

#### IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of **\$568,762.72** as of February 28, 2011, 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 **July 29, 2011**. The default(s) referred to in paragraph III must be cured by **July 18, 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 **July 18, 2011** (11 days before the sale date) the default(s) as set forth in paragraph III are cured

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and the Trustee's fees and costs are paid. The sale may be terminated any time after **July 18, 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:

Skagit Sound Enterprises, LLC  
c/o Craig Decker, Registered Agent  
945 Cook Road  
Sedro Woolley, WA 98284

Skagit Sound Enterprises, LLC  
4120 Marine Heights Way  
Anacortes, WA 98221

Skagit Sound Enterprises, LLC  
903 Molly Lane  
Anacortes, WA 98221

Craig T. Decker  
945 Cook Road  
Sedro Woolley, WA 98284

Nancy Decker  
945 Cook Road  
Sedro Woolley, WA 98283

Mark V. Bellusci  
4120 Marine Heights Way  
Anacortes, WA 98221

Darcy B. Bellusci  
4120 Marine Heights Way  
Anacortes, WA 98221

by both first class and certified mail on March 7, 2011, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on March 9, 2011 with said written notice of default or the written notice of default was

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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 20<sup>th</sup> 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 20<sup>th</sup> 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 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

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