

Recorded at the Request of:

Gary T. Jones
Jones & Smith
P.O. Box 1245
Mount Vernon, WA 98273



201105060069

Skagit County Auditor

5/6/2011 Page

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4 2:11PM

NOTICE OF TRUSTEE'S SALE

I.

* Gary T. Jones

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 24th day of August 2011, at the hour of 10:00 a.m. at 205 W. Kincaid Street on the front steps of the Skagit County Courthouse Building, 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 property, situated in the County of Skagit, State of Washington, to-wit:

All of Government Lot 12, in Section 11, Township 35 North, Range 8 East, W. M.;

TOGETHER WITH that portion of Government Lot 5 in Section 11, Township 35 North, Range 8 East, W. M., lying South of the North 840 feet thereof;

EXCEPT that portion of said Government Lot 5 lying North of the North line, extended Easterly of Block 3, "CROFOOT'S FIRST ADDITION TO THE TOWN OF CONCRETE", as per plat recorded in Volume 3 of Plats, page 88, records of Skagit County, Washington;

ALSO EXCEPT from said Government Lot 5 that portion which lies West of the following described line:

Beginning at the point on the West Section line of said Section 11, a distance of 250 feet South of the West ¼ Section corner; thence South on the Section line 820 feet; thence South 89°45' East 166.7 feet, said pint being the true point of beginning of said line; thence North 12°14' West 152.6 feet; thence North 23°35' West 200.9 feet; thence North 03°29' East 412 feet; thence North 17°34' West 77 feet; thence North 87°30' West 56 feet to the terminal point of said line.

Situate in the Town of Concrete, County of Skagit, State of Washington.

Tax Parcel Nos. P43753 and P43762

7747 Gardner Avenue, Concrete, Washington 98237,

200802210069 -1- Lee Marguette

which is subject to that certain Deed of Trust dated February 20, 2008, recorded February 21, 2008, under Auditor's File No. 200802210069, records of Skagit County, Washington, from LEE MARQUETTE, an unmarried man, as Grantor, to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of THEO INVESTMENTS, L.L.C., a Washington Corporation, 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:

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

(a) Failure to Make Payments as follows:

Unpaid Principal Balance through 5/21/2011:	\$ 15,600.00
Late Payment Fees Unpaid through 4/21/2011	\$ 760.00
Real Property Taxes through 4/30/2011	\$ 1,602.45
Northwest Air Pollution Authority Judgment	\$ 1,126.51

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$17,000.00 together with interest as in the note provided from the 20th day of February 2008, insurance, taxes, and such other costs and fees 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 24th day of August 2011. The defaults referred to in paragraph III must be cured by the 13th day of August 2011 (11 days before the sale date), to cause the discontinuance of the sale. The sale will be discontinued and terminated if, at any time on or before the 13th day of August 2011 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated at any time after the 13th day of August 2011 (11 days before the sale date), and before the sale by the 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 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 Grantor, or Grantor's successor in interest, at the following address:

Lee Marquette
PO Box 235
Concrete, WA 98237

Lee Marquette
7747 Gardner Avenue
Concrete, WA 98237

by both first class and certified mail, return receipt requested, on the 9th day of March 2011, proof of which is in the possession of the Trustee, and the Grantor, or Grantor's successor in interest.

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 of their interest in the above-described property.

IX.

Anyone having any objection to the sale on any grounds whatsoever shall 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 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 and RCW 61.24.146.

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