

COVER SHEET

Return To:

Fairhaven Legal Associates, P.S.
P.O. Box 526
Burlington, Washington 98233



201105060092
Skagit County Auditor

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DOCUMENT TITLE(S)

Amended Notice of Trustee's Sale

REFERENCE NUMBER(S)

200706200156

201102250109

GRANTOR(S)

- 1) Fairhaven Legal Associates, P.S.

GRANTEE(S)

- 1) Nelson Living Trust

LEGAL DESCRIPTION

W 14.28FT OF SUBDIV 6 & E 70.72FT OF SUB DIV 7 S OF RD & TDLNDS ADJ

ASSESSORS PARCEL / TAX ID NUMBER:

P31291

AMENDED NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 19th day of August, 2011, at the hour of 10:00 o'clock a.m. at the main entrance of the Skagit County Courthouse located at 205 W. Kincaid Street, 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, situate in the County of Skagit, State of Washington, to-wit:

W 14.28FT OF SUBDIV 6 & E 70.72FT OF SUB DIV 7 S OF RD & TDLNDS ADJ
P31291

Please see attached full legal description, located at 4592 South Shore Drive, Anacortes, WA, which is subject to that certain Deed of Trust dated June 19th, 2007, recorded June 20th 2007, under Auditor's File No. 200706200156, records of Skagit County Washington, from Nelson Living Trust as Grantor(s) to Chicago Title Company, as Trustee, which Trustee has been succeeded by DAVID L. DAY to secure an obligation in favor of Summit Bank.

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/are as follows: For failure to pay when due the following amounts which are now in arrears, \$116,799.14, **plus other charges, costs and fees as set forth in the Notice of Foreclosure**, and for other than payment of money such as nonpayment of Taxes.



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IV.

The sum owing on the obligation secured by the Deed of Trust is:
Principal **\$586,207.16**, together with interest as provided in the Note and such other costs and fees as are due under the Note and Deed of Trust 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 19th day of August, 2011. The default(s) referred to in paragraph III must be cured by the 8th day of August, 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 before the 8th 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 by the Grantor anytime after the 8th day of August, 2011 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor, or his 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 Borrower and Grantor or his successor in interest at the following addresses:

TO: Nelson Living Trust
1902 41st Ave
Anacortes, WA 98221

Lawrence C. Nelson and Amber L. Nelson
As Trustee's of Nelson Living Trust
1902 41st Ave
Anacortes, WA 98221

Craig Sjostrom
Attorney for
T.N.S Properties Profit Sharing Plan
1204 Cleveland Ave
Mount Vernon, WA 98273

T.N.S Properties Profit Sharing Plan
Thomas N. Sharp, Trustee
24254 143rd Ave SE
Kent, WA 98042



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by both first class and certified mail on the 20th day of January, 2011, proof of which is in the possession of the Trustee; the Borrower and Grantor or his successor in interest was personally served on the 30th 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 is 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 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 twentieth 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 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.



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EXHIBIT 'A'

Description:

Order No: AE11944 MM

PARCEL A:

That part of the West 50 feet of the East 70.72 feet of Tract 7, lying South of the County Road, all in REFEREE'S PLAT OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, LOT 1, SECTION 13, LOTS 1 AND 2, SECTION 14, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN;

Also tidelands of the second class to the line of mean low tide, situate in front of and between the East and West line of said premises extended.

Situated in Skagit County, Washington

PARCEL B:

Part of Government Lot 1, Section 14, Township 35 North, Range 1 East of the Willamette Meridian, described as that part of the West 10 feet of the East 20.72 feet of subdivision 7, of the Referee's Plat of the South Half of the Southeast Quarter of Section 11, Lot 1, Section 13, Lots 1 and 2, Section 14, Township 35 North, Range 1 East of the Willamette Meridian, lying South of the county road;

Also tidelands of the second class, extending to the line of mean low tide, lying in front of and abutting on the above described uplands.

Situated in Skagit County, Washington

PARCEL C:

That portion of the Government Lot 1, Section 14, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

The West 4.28 feet of Tract 6, lying South of the county road, and the East 10.72 feet of Tract 7, lying South of the county road, all in Referee's Plat of the South Half of the Southeast Quarter of Section 11, Lot 1, Section 13, Lots 1 and 2, Section 14, Township 35 North, Range 1 East of the Willamette Meridian;

TOGETHER WITH tidelands of the second class to the line of mean low tide, lying in front of and abutting on the above described uplands.

Situated in Skagit County, Washington

PARCEL D:

That portion of Government Lot 1, Section 14, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

The East 10 feet of the West 14.28 feet of Tract 6, lying South of the County road, all in Referee's Plat of the South Half of the Southeast Quarter of Section 11, Lot 1, Section 13, Lots 1 and 2, Section 14, Township 35 North, Range 1 East of the Willamette Meridian;

TOGETHER WITH tidelands of the second class to the line of mean low tide, lying in front of and abutting on the above described uplands.

Situated in Skagit County, Washington



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