

Recorded at the Request of:
Michael D. Bohannon, PLLC
P. O. Box 2326
Poulsbo, WA 98370



201105130077
Skagit County Auditor

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NOTICE OF TRUSTEE'S SALE

Reference No.: 200111020105
Grantor: Timothy M. Howard and Judith A. Diss, each as their separate estate
Grantee: Whidbey Island Bank
Legal Description: Section 23, Township 35, Range 4; Ptn. S ½ NE (aka Lot 22, Sedro Woolley BSP SW-01-093)
Assessor's Parcel No.: 8003-111-022-0001 (P37346)
#593

GUARDIAN NORTHWEST TITLE CO.
9A239

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

1

NOTICE IS HEREBY GIVEN that the undersigned Trustee (the "Trustee") will on **August 26, 2011 at 10:15 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 (the "Real Property"), situated in the County of Skagit, State of Washington:

Lot 22 of City of Sedro Woolley Binding Site Plan of Sunset Industrial Park No. SW-01-93, approved June 9, 1994, and recorded June 10, 1994, in Volume 11 of Short Plats, pages 83 and 84, under Auditor's File No. 9406100051, records of Skagit County, Washington; being a portion of the South ½ of the Northeast ¼ of Section 23, Township 35 North, Range 4 East, W.M.

Situated in Skagit County, Washington.

TOGETHER WITH all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties and profits relating to such real property, including without limitation all minerals, oil, gas, geothermal and similar matters; and

UNRECORDED
TOGETHER WITH all equipment, fixtures and other articles of personal property now or hereafter owned by Grantors, and now or hereafter attached or affixed to the real property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) for any sale or other disposition of the property; and

TOGETHER WITH all of the Grantors' right, title, and interest in and to all leases, rents and profits of all of the real property. All of the above is collectively referred to as the "Property".

The Property is subject to a Deed of Trust (the "Deed of Trust") dated October 31, 2001, recorded on November 2, 2001, under recording no. 200111020105, records of Skagit County, Washington, from Timothy M. Howard and Judith A. Diss, each as their separate estate (collectively, the "Grantors"), as Grantors, in favor of Island Title Company, a Washington corporation, as initial Trustee, and Whidbey Island Bank ("Beneficiary"), as Beneficiary. The Deed of Trust encumbers the Property.

The Deed of Trust secures, among other obligations, a loan (the "Loan") made by Whidbey Island Bank to Borrowers evidenced by a Promissory Note (the "Note") dated October 31, 2001 in the original principal amount of \$222,000.00 executed by Borrowers as maker in favor of Whidbey Island Bank as payee. Beneficiary is currently the owner of the Loan and the Note and is entitled to enforce the same.

Unless otherwise specified in any subsequent notice from Beneficiary or the trustee under the Deed of Trust, any trustee's sale held pursuant to this Notice of Default and any subsequent Notice of Trustee's Sale will be a unified sale of all of the Property, real and personal, pursuant to RCW 62A.9A.604(a)(2).

II

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligations secured by the Deed of Trust in any Court by reason of the Borrowers' or Grantors' default on the obligations 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:



CURRENTLY DUE TO REINSTATE AS OF MAY 5, 2011		AMOUNT
Principal and interest payments due 2/15/11 through 3/31/11		\$3,267.46
Principal and interest payments at default rate of 11.75% 4/1/11 through 5/5/11		\$4,594.86
Late charges on above payments		\$763.57
TOTAL		\$8,625.89
EXPENSES		
(a)	Attorneys' fees	\$0.00 (estimated)
(b)	Trustee's fee	1,750.00 (estimated)
(c)	Trustee's sale guarantee	\$0.00
(d)	Service/posting of notices	260.00 (estimated)
(e)	Postage/copying expense	300.00 (estimated)
(f)	Recording fees	100.00 (estimated)
(g)	Property tax advances	[\$unknown]
(h)	Insurance premium advances	[\$unknown]
(i)	Other protective advances	[\$unknown]
TOTAL CHARGES, COSTS AND FEES		\$2,410.00 (estimated)
TOTAL ESTIMATED AMOUNT AS OF MAY 5, 2011		\$11,035.89 (estimated)

If any other events of default under the Deed of Trust exist at any time prior to the Trustee's sale, they must also be cured. The foregoing amounts will increase with the passage of time. You should contact the undersigned Trustee for a current payoff amount.

IV

The sum owing on the obligations secured by the Deed of Trust is: Principal **\$197,968.53**, together with interest as provided in the underlying loan documents and such other costs and fees as are due under the Note and the other loan documents and as are provided by statute.

V

The above-described Property will be sold to satisfy the expense of sale and the obligations 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 **August 26, 2011**. The defaults referred to in Paragraph III must be cured by **August 15, 2011**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **August 15, 2011**, 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 **August 15, 2011**, and before the sale by the Borrowers, Grantors, any guarantor, or the holder of any recorded junior lien or encumbrance paying the entire balance of principal, interest, late charges, costs, fees advances and other amounts secured by the Deed of Trust.

[Howard & Diss #593-3]



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VI

A written Notice of Default was transmitted by the Beneficiary's attorney to the Borrowers and Grantors at the following addresses:

Timothy M. Howard
(Borrower/Grantor)
624 Sunset Park Drive
Sedro Woolley, WA 98284
(593)

Judith A. Diss
(Borrower/Grantor)
624 Sunset Park Drive
Sedro Woolley, WA 98284
(593)

Timothy M. Howard
13620 95th Avenue NE
Arlington, WA 98223
(593)

Judith A. Diss
13620 95th Avenue NE
Arlington, WA 98223
(593)

Timothy M. Howard
6329 256th Street NE
Arlington, WA 98223
(593)

Judith A. Diss
6329 256th Street NE
Arlington, WA 98223
(593)

American Nutraceuticals,
Inc. (Borrower)
624 Sunset Park Drive
Sedro Woolley, WA 98284
(593)

American Nutraceuticals, Inc.
c/o Eric A. Jass, Registered
Agent
624 Sunset Park Drive
Sedro Woolley, WA 98284
(593)

American Nutraceuticals, Inc.
P. O. Box 2031
Concrete, WA 98237
(593)

by both first class mail and certified mail on March 28, 2011, proof of which is in the possession of the Trustee; and on March 31, 2011 the written Notice of Default was posted in a conspicuous place on the Property described in paragraph I above, and the Trustee has possession of proof of such 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.

Michael D. Bohannon, Trustee
19586 10th Avenue NE, Suite 300
P. O. Box 2326
Poulsbo, WA 98370
(360) 779-6665

VIII

The effect of the sale will be to deprive the Grantors and all those who hold by, through or under the Grantors of all their interest in the above-described Property.

[Howard & Diss #593-4]



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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

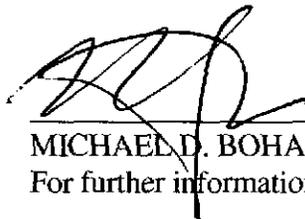
The purchaser at the trustee's sale is entitled to possession of the Property on the 20th day following the sale, as against the Grantors under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following 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.

XI

NOTICE TO GUARANTOR

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) the Guarantors 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 Guarantors have the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantors in order to avoid the trustee's sale; (3) the Guarantors 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; and (5) in any action for a deficiency, the Guarantors 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.

DATED May 11, 2011.



MICHAEL D. BOHANNON, Trustee
For further information please call (360) 779-6665



STATE OF WASHINGTON)

: ss.

County of Kitsap)

On this day personally appeared before me MICHAEL D. BOHANNON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged 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 this 11 day of May, 2011.

Melissa S. Colletto

NOTARY PUBLIC in and for the State of Washington
Residing at: Poulsbo, WA
My Commission Expires: 10/19/13

