

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



201105200045
Skagit County Auditor

5/20/2011 Page 1 of 5 1:45PM

AMENDED NOTICE OF TRUSTEE'S SALE

GUARDIAN NORTHWEST TITLE CO.

Reference Number: 9905070005
Grantor: Michael L. Lunz, as his separate property
Grantee: Whidbey Island Bank
Legal Description: Lots 15, 16 and 17, Block 39, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH."
Tax Parcel Number: 4076-039-017-0000 P71561
#039

100231

NOTICE TRUSTEE SALE #2D1D1D27DD65
Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I
Michael Bohannon

NOTICE IS HEREBY GIVEN that the undersigned Trustee (the "Trustee") will on **July 15, 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:

Lots 15, 16 and 17, Block 39, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY WASH.", as per Plat recorded in Volume 3 of Plats page 17, records of Skagit County, Washington; and

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

TOGETHER WITH all equipment, fixtures and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the real property; together with all accessories, 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 Grantor's right, title, and interest in and to all leases, rents and profits of all of the real property.

The real and personal property described above are referred to, collectively, as the "Property".

The Property is subject to that certain Deed of Trust dated May 7, 1999 and recorded May 7, 1999, under Auditor's File No. 9905070005, records of Skagit County, Washington, from Michael L. Lunz, as his separate property, Grantor, to Land Title Company of Skagit County, Trustee, to secure an obligation in favor of Whidbey Island Bank, as Beneficiary. The sale will be made without any warranty concerning the title to, or the condition of, 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 May 7, 1999 in the original principal amount of \$123,000.00 executed by Borrower 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 obligation secured by the Deed of Trust in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

CURRENTLY DUE TO REINSTATE AS OF MAY 12, 2011		AMOUNT
Principal and interest payments due 5/7/10 through 5/12/11		\$13,040.30
Late charges on above payments		\$205.40
TOTAL		\$13,245.34
EXPENSES		
(a) Attorney's fees & costs		\$5,216.49 (estimated)
(b) Trustee's fee		\$500.00 (estimated)

[Lunz #039]-Page 2



201105200045
Skagit County Auditor

(c)	Trustee's sale guarantee	\$0.00
(d)	Service/posting of notices	200.00 (estimated)
(e)	Postage/copying expense	200.00 (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		\$6,216.49 (estimated)
TOTAL ESTIMATED AMOUNT AS OF MAY 12, 2011		\$19,461.83 (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 obligation secured by the Deed of Trust is: Principal **\$95,333.50** together with interest as provided in the underlying 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 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 **July 15, 2011**. The defaults referred to in Paragraph III must be cured by **July 4, 2011**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **July 4, 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 **July 4, 2011**, and before the sale by the Borrower, Grantor, any Guarantor, their successor in interest or the holder of any recorded junior lien or encumbrance, by 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:

Michael L. Lunz
 (Borrower/Grantor)
 519 E. Fairhaven Avenue
 Burlington, WA 98233
 #039

Michael L. Lunz
 515 E. Fairhaven Avenue
 Burlington, WA 98233
 #039

Michael L. Lunz
 14352 Lunz Road
 Anacortes, WA 98221
 #039



Michael L. Lunz
923 Maple Avenue
La Conner, WA 98257
#039

by both first class mail and certified mail on August 12, 2010, proof of which is in the possession of the Trustee; and on August 14, 2010 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 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 is afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the 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 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.



