

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



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Skagit County Auditor

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**AMENDED NOTICE OF TRUSTEE'S SALE**

NOTICE T.S. # 201010270068

GUARDIAN NORTHWEST TITLE CO.

Reference Number: 200909150071

Grantor: Michael L. Lunz, as his separate estate

Grantee: Whidbey Island Bank

Legal Description: Lots 15, 16, and 17, Block 39, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY WASH." (Affects Parcel "A"); Section 7, Township 34, Range 1; Ptn. Gov. Lot 5 (aka Tract "B", Short Plat No. 13-81) (Affects Parcel "B"); Section 7, Township 34, Range 2; Ptn. Gov. Lot 5 (aka Tract "E", Short Plat 13-81) (Affects Parcel "C"), and Section 36, Township 34, Range 2; Ptn. Gov. 4 (Affects Parcel "D")

Tax Parcel Numbers: 4076-039-017-0000; 340207-0-010-0207; 340236-4-038-0002

#109

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

<sup>1</sup>  
Michael D. Bohannon

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee (the "Trustee") will on **July 22, 2011 at 10:00 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:

See attached Exhibit A.

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 September 14, 2009, recorded September 15, 2009, under Auditor's File No. 200909150071, records of Skagit County, State of Washington from Michael L. Lunz, as his separate estate, Grantor, to Chicago Title Company, 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 Borrower evidenced by a Promissory Note (the "Note") dated September 14, 2009 in the original principal amount of \$205,914.00 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 obligations secured by the Deed of Trust in any Court by reason of the Borrower's or Grantor's default on the obligations secured by the Deed of Trust.

## III

The loan matured and was due and payable in full on May 15, 2010.

As of May 12, 2011, the Beneficiary declares that you are in default for failure to pay principal, interest and other fees, expenses and charges as herein set forth:

Principal	\$205,770.19
Interest at 6.50% from 5/15/10 to 5/12/11	\$14,563.95



Late charges	\$120.75
<b>TOTAL</b>	<b>\$220,454.89</b>
<b>EXPENSES</b>	
(a) Attorney's fees & costs	\$5,494.72 (estimated)
(b) Trustee's sale guarantee	\$0.00
(c) Service/posting of notices	\$200.00 (estimated)
(d) Postage/copying expense	\$200.00 (estimated)
(e) Trustee's fees and charges	\$500.00
(f) Recording fees	\$100.00 (estimated)
(g) Property tax advances	[unknown]
(h) Insurance premium advances	[unknown]
(i) Other protective advances	[unknown]
(j) Appraisal and reconveyance fees	\$675.00
<b>TOTAL CHARGES, COSTS AND FEES</b>	<b>\$7,169.72 (estimated)</b>
<b>TOTAL ESTIMATED AMOUNT AS OF May 12, 2011</b>	<b>\$227,624.61 (estimated)</b>

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 \$205,770.19 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 above-described 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 22, 2011**. The defaults referred to in Paragraph III must be cured prior to the sale to cause a discontinuance of the sale. The sale may be terminated any time 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.

#### 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  
#109

Michael L. Lunz  
515 E. Fairhaven Avenue  
Burlington, WA 98233  
#109

Michael L. Lunz  
14352 Lunz Road  
Anacortes, WA 98221  
#109

Michael L. Lunz  
923 Maple Avenue  
La Conner, WA 98257  
#109

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 10<sup>th</sup> 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 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.



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X

NOTICE TO OCCUPANTS OR TENANTS

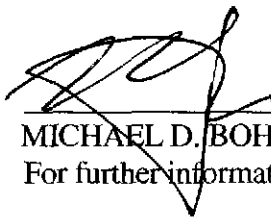
The purchaser at the trustee's sale is entitled to possession of the Property on the 20<sup>th</sup> day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20<sup>th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

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (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 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 Guarantor 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 16, 2011.



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



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Exhibit A-Legal Description

PARCEL A:

LOTS 15, 16, and 17, Block 39, AMENDED PLAT OF BURLINGTON, according to the plat thereof recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

Situate in Skagit County, Washington.

PARCEL B:

Tract B of SKAGIT COUNTY SHORT PLAT NO. 13-81, revised, as approved April 10, 1981, and recorded April 27, 1981 in Volume 5 of Short Plats, pages 61 and 62, under Auditor's File No. 8104270038, records of Skagit County, Washington; being a portion of Government Lot 5, Section 7, Township 34 North, Range 2 East of the Willamette Meridian;

EXCEPT that portion of Tract B conveyed to the State of Washington by deed recorded January 2, 1998, under Auditor's File No. 9801020063, records of Skagit County, Washington.

Situate in Skagit County, Washington.

PARCEL C:

An undivided one-eighth interest in Tract E of SKAGIT COUNTY SHORT PLAT NO. 13-81, revised, as approved April 10, 1981 and recorded April 27, 1981, in Volume 5 of Short Plats, pages 61 and 62, under Auditor's File No. 8104270038, records of Skagit County, Washington; being a portion of Government Lot 5, Section 7, Township 34 North, Range 2 East of the Willamette Meridian.

Situated in Skagit County, Washington.

PARCEL D:

That portion of Government Lot A, Section 36, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the most Westerly corner of Block 31, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," as per plat recorded in Volume 2 of Plats, page 109, Skagit County, Washington, said point being on the Easterly line of Maple Street, as shown on said "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.";

thence Southerly along the Easterly line of said Maple Street, 40 feet to the true point of beginning description;

thence continuing Southerly along the Easterly line of Maple Street, 110 feet;

thence Southeasterly parallel to the Southerly line of said Block 31, in "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," 72 feet;

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thence Northerly parallel to the Easterly line of said Maple Street, 110 feet;  
thence Westerly parallel to and 40 feet Southerly of the Southerly line of said Block 31, in "MAP,  
SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.", 72 feet to  
the true point of beginning.

Situated in Skagit County, Washington.