

HACKER & WILLIG, INC., P.S.
1501 Fourth Avenue, Suite 2150
Seattle, Washington 98101-3225



201106020058

Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY
132218-0

Grantor(s): David Allan
Beneficiary: Banner Bank
Legal Description: LOT 2, SP PL05-0258; Ptn NE 1/4 of SW 1/4, 22-36-3 E W.M
Assessor's Tax Parcel ID: 360322-0-002-0400 / P123888
File No: 2011-291

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, HACKER & WILLIG, INC., P.S., will on **September 2, 2011 at 10:00 AM** at the following location: At main entrance Skagit County Courthouse, located at 205 W Kinkaid, 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:

LOT 2 SKAGIT COUNTY SHORT PLAT NO. PL05-0258 APPROVED JANUARY 5, 2006 AND RECORDED JANUARY 6, 2006, UNDER AUDITOR'S NO. 200601060080, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT THAT PORTION LYING WITHIN THE AS BUILT AND EXISTING PLINN STREET.

SITUATED IN SKAGIT COUNTY, WASHINGTON

The address of said property is NHN Flinn Road, Bow, WA 98232.

Assessor's Tax Parcel ID: 360322-0-002-0400

The afore-described real property is subject to that certain Deed of Trust dated January 25, 2006 and recorded on February 8, 2006, under Auditor's File No. 200602080075, records of Skagit County Washington from David Allan, as his separate estate, as Grantor, to NW Financial

Corporation, a Washington corporation, as Trustee, to secure an obligation memorialized by a promissory note (the "Note") in favor of Banner Bank, as Beneficiary (jointly, Grantees).

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 Note originally matured on February 1, 2011. The Borrower defaulted on February 1, 2011 and failed to pay the note in full upon maturity on February 1, 2011. The defaults for which this foreclosure is made are as follows:

Currently Due to Pay off on May 27, 2011:

Loan No. xxxx0254 :

Principal balance	\$	131,279.54
Interest through May 27, 2011	\$	3,647.58
Late Charges	\$	151.69
Escrow Shortage	\$	1,391.78
Total Due	\$	136,470.58

Other potential defaults pursuant to the terms of the Note secured by the Deed of Trust may exist which do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each listed default is a brief description of the action and/or documentation necessary to cure the potential default. This list does not exhaust all possible other defaults; any defaults identified by the Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

CURE

Nonpayment of Taxes/Assessments

Written proof to the Trustee that all taxes and assessments against the property are paid current;

Default under any senior lien

Written proof to the Trustee that all senior liens are paid current and that no other defaults exist;

Waste

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust;

Unauthorized sale of property (Due on Sale)

Revert title to permitted vestee.



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Costs and Fees

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following **estimated** charges, costs and fees to pay off the Deed of Trust.

Estimated Bankruptcy Fees and Costs	\$	2,021.17
Trustee's or Attorneys' Fees	\$	2,000.00
Title Report	\$	670.84
Recording Fees	\$	85.00
Posting of Notice of Default	\$	75.00
Posting of Notice of Sale	\$	75.00
Postage	\$	100.00
Photocopies	\$	100.00
Long distance telephone charges	\$	10.00
Federal Express	\$	35.00
Total Estimated Costs and Fees:	\$	5,172.01

Additional Arrearages

Interest from May 27, 2011 to September 2, 2011	\$	2,492.82
@ 7 % per annum		
99 days @ \$25.18 per diem		
Subtotal:	\$	2,492.82

Additional Costs and Fees

Est. Additional Trustee's or Attorneys' Fees	\$	1,000.00
Estimated Publication Costs	\$	800.00
Subtotal:	\$	1,800.00

Total Estimated Payoff Amount as of September 2, 2011: \$145,935.41

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$131,279.54, 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 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 2nd day of September, 2011. The sale will be discontinued and terminated if at any time on or before September 2, 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 on or before the sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance paying the entire principal and interest



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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 Trustee to the Borrower and Grantor at the following addresses:

David Allan
P.O. Box 98
Bow, WA 98232

Unknown Spouse/Domestic Partner
of David Allan
15547 Flinn Road
Bow, WA 98232

Unknown Spouse/Domestic Partner
of David Allan
P.O. Box 98
Bow, WA 98232

Tereza Simonyan
Crocker Law Group PLLC
720 Olive Way Ste 1000
Seattle, WA 98101

David Allan
15547 Flinn Road
Bow, WA 98232

by both first class and certified mail on April 22, 2011, proof of which is in the possession of the Trustee; and on April 26, 2011 the Borrower and Grantor were personally served 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 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 their interest in the above-described property.

IX.

Anyone having an 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 Revised Code of Washington, Chapter 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale. Service of process of any lawsuit or legal action may be made on **HACKER & WILLIG, INC. P.S.**, whose address is 1501 Fourth Avenue, Suite 2150, Seattle, WA 98101-3225.

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.

XI.

Notice to Guarantor:

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. 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.

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. The Guarantor will have no right to redeem the property after the Trustee's sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

DATED this 27 day of May, 2011.

HACKER & WILLIG, INC., P.S., Trustee

By: _____

Elizabeth H. Shea

For further information please call Ashley Jones at (206) 340-1935.

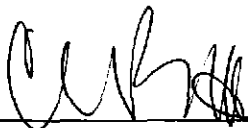


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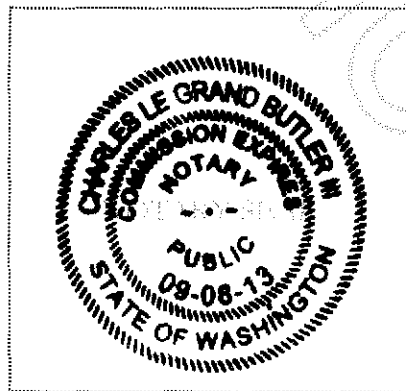
STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Elizabeth H. Shea is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated she was authorized to execute the instrument and acknowledged it as Trustee to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5/27/11



Charlie L. Butler, III
Notary Public in and for the State of Washington
My Commission/Appointment expires September 8, 2013



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