AFTER RECORDING RETURN TO:

201106030055 Skagit County Auditor 6/3/2011 Page 1 of 3 2:16PM

Michael Siderius SIDERIUS LONERGAN & MARTIN, LLP 500 Union Street, Suite 847 Seattle, WA 98101

NOTICE OF TRUSTEE'S SALE

Grantor: (1) Michael Siderius
☐ Additional on page
Grantee: 1) The Public
2) Randall Kortlever & Shelly Kortlever
☐ Additional on page
Legal Description (abbreviated): LOT 38, PLAT OF TRUMPETER MEADOWS
□ Additional on:
Assessor's Tax Parcel ID #: <u>4872-000-038-0000</u>
Reference Nos. of Documents Released or Assigned: 200812300109

Ι.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 2nd day of September, 2011, at the hour of 10:00 a.m. at the main entrance of the Skagit County Courthouse, 205 W. Kincaid St. Mt. Vernon, 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 38, "PLAT OF TRUMPETER MEADOWS", AS PER PLAT RECORDED ON OCTOBER 12, 2005, UNDER AUDITOR'S FILE NO. 200510120048, RECORDS OF SKAGIT COUNTY, WASHINGTON.

which is subject to that certain Deed of Trust dated December 16, 2008, recorded December 30, 2008, under Auditor's No. 200812300109, records of Skagit County, Washington, from Randall R. Kortlever and Shelly L. Kortlever, Grantors, to Michael Siderius, as Successor Trustee, to secure an obligation in favor of Kitsap Credit Union, Beneficiary.

П.

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.

Ш.

The defaults for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears:

Delinquent payments from December, 2010, in the sum of \$1,356.16 per month through June 3, 2011, for a total delinquent balance of \$9,493.12, plus interest, late charges, and attorneys fees.

The sum owing on the obligation secured by the Deed of Trust is: Principal, \$245,306.66, together with interest as provided in the Note or other instrument secured from the 10th day of March, 2011; and such other costs and fees as are due under the Note or other instruments secured, 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. This sale will be made without warranty, express or implied, regarding title, possession or encumbrances on the 2nd day of September, 2011. The default(s) referred to in paragraph III must be cured by the 22nd 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 on or before the 22nd day of August, 2011 (11 days before the sale date), the default(s) 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 the 22nd day of August, 2011 (11 days before the sale date), and before the sale by the Borrower, Grantor 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 at the following addresses: 3620 Tundra Court Mount Vernon, WA 98273 and P. O. Box 2281 Gig Harbor, WA 98335 by both first class and certified mail on the 20th day of April, 2011, with said written notice of default posted in a conspicuous place on the premises on the 22nd day of April, 2011, and the Trustee has possession of such proof of 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 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 Grantor under the Deed of Trust (the owner) and anyone having an interest junior to the Deed of Trust, including occupants and tenants. After the 20th day following the sale the Purchaser has the right to evict occupants and 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.

DATED this 2 day of June, 2011.

Michael Siderius, Successor Trustee 500 Union Street, Suite 847

Seattle, WA 98101

Tel. 206/624-2800 - Fax: 206/624-2805

STATE OF WASHINGTON COUNTY OF KING

On this day personally appeared before me Michael Siderius, 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 ____

Notary Public for the State of Washington residing at: Seattle My commission expires: 2/3/2015

NOTARY PUBLIC

MARIE A. TIPTON STATE OF WASHINGTON

MY COMMISSION EXPIRES 02-03-15

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