



201107210107

Skagit County Auditor

7/21/2011 Page 1 of 6 2:40PM

After recording return to:
Jeffrey P. Gilbert
Waterway Executive Center
8490 Mukilteo Speedway, Suite 212
Mukilteo, Wa. 98275

NOTICE OF TRUSTEE'S SALE

Grantor: Jeffrey P. Gilbert, Successor Trustee

Grantee: HSJJ CO, L.L.C.

Legal Description:

PTN LOTS 1 & 2, SP #90-45 BEING A PTN. NE 1/4 SW 1/4, AND PTN
GOV. LOT 3, ALL IN 5-34-2 E W.M.

Assessor's Tax Parcel ID#: 340205-0-040-0005, 340205-0-040-0500

Related Document: Deed of Trust Recording No. 200706080119

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 4th day of November, 2011, at the hour of 10:00 o'clock a.m. at the Kincaid Street Entrance, Skagit County Courthouse, 205 W. Kincaid St., Mt. Vernon, Skagit County, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property, situated in the County(ies) of Skagit, State of Washington, to-wit:

PARCEL A:

Lot 1 of Boundary Line Adjustment recorded August 29, 2005, under Auditor's File No. 200508290248 and Survey recorded under Auditor's File No. 200508290249, records of Skagit County, Washington, and described as follows:

Lot 1, Skagit County Short Plat No. 90-45, recorded January 24, 1991, in Volume 9 of Short Plats, page 308, under Auditor's File No. 9101240033, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Southwest 1/4 and Government Lot 3, Section 5, Township 34 North, Range 2 East, W.M.;

EXCEPT those portions thereof lying South of the South line and its Westerly extension, of the most Northerly portion of said Lot 1.

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL B:

Lot 2, of Boundary Line Adjustment recorded August 29, 2005, under Auditor's File No. 200508290248 and Survey recorded under Auditor's File No. 200508290249, records of Skagit County, Washington, and described as follows:

Lot 2, Skagit County Short Plat No. 90-45, recorded January 24, 1991, in

Volume 9 of Short Plats, Page 308, under Auditor's File No. 9101240033, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Southwest 1/4 and Government Lot 3, Section 5, Township 34 North, Range 2 East. W.M.;

EXCEPT all those portions thereof lying West of the West line and its Northerly extension of Lot 5 of said Skagit County Short Plat No. 90-45;

AND TOGETHER WITH all that portion of Lot 1, Skagit County Short Plat No. 90-45, recorded January 24, 1991, in Volume 9 of Short Plats, page 308, under Auditor's File No. 9101240033, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Southwest 1/4 and Government Lot 3, Section 5, Township 34 North, Range 2 East W.M., lying South of the South line and its Westerly extension, of the most Northerly portion of said Lot 1, and lying East of the West line and its Northerly extension of Lot 5 of said Skagit County Short Plat No. 90-45.

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL C:

An easement for ingress, egress and utilities over, under and across the following described tract of land:

All those portions of Lots 1, 2, 3 and 4, Skagit County Short Plat No. 90-45, recorded January 24, 1991, in Volume 9 of Short Plats, page 308, under Auditor's File No. 9101240033, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Southwest 1/4 and Government Lot 3, Section 5, Township 34 North, Range 2 East W.M., being more particularly described as follows:

Beginning at the Southeast corner of said Lot 4;
thence North 87°33'28" West along the South line thereof and along the South line of said Lot 1, a distance of 284.94 feet;
thence North 01°37' 58" East parallel with the East line of the most Southerly portion of said Lot 1, a distance of 100.09 feet to the beginning of a curve to the left, said curve having a radius of 225.00 feet;
thence Northerly, following said curve to the left through a central angle of 52°00'00", an arc distance of 204.20 feet to the end of said curve;
thence North 50°22'02" West, a distance of 93.21 feet to the beginning of a curve to the right, said curve having a radius of 125.00 feet;
thence Northerly following said curve to the right through a central angle of 52°00'00", an arc distance of 113.45 feet to a point on the East line of the most Northerly portion of said Lot 4;
thence North 01°37'58" East along the East line of said portion of Lot 4, a distance of 105.27 feet to the Northeast corner of said portion of Lot 4, said point lying on the Southerly line of a portion of Lot 2, said Skagit County Short Plat No. 90-45, said point also being the beginning of a curve to the left, said curve having a radius of 140.00 feet;
thence Northerly, following said curve to the left through a central angle of 08°16'17", an arc distance of 20.21 feet to a point on the South line of the most Northerly portion of Lot 3, said Skagit County Short Plat No. 90-45;
thence continuing Northerly following said curve to the left through a central angle of 85°49'37", an arc distance of 209.71 feet to a point on the West line of said Lot 3;
thence North 01°37'58" East along said West line, a distance of 60.11 feet to its intersection with a curve to the right, the center of which bears South



01°14'05" East and is 200.00 feet distant;
 thence Southerly following said curve to the right through a central angle of 83°27'17", an arc distance of 291.31 feet to its intersection with said South line of the most Northerly portion of Lot 3;
 thence continuing Southerly, following said curve to the right through a central angle of 05°45'31", an arc distance of 20.10 feet to a point on said Southerly line of a portion of Lot 2;
 thence continuing Southerly, following said curve to the right through a central angle of 03°39'15", an arc distance of 12.76 feet to the end of said curve;
 thence South 01°37'58" West, a distance of 105.27 feet to the beginning of a curve to the left, said curve having a radius of 65.00 feet;
 thence Southerly, following said curve to the left through a central angle of 52°00'00", an arc distance of 58.99 feet to the end of said curve;
 thence South 50°22' 02" East, a distance of 93.21 feet to the beginning of a curve to the right, said curve having a radius of 285.00 feet;
 thence Southerly, following said curve to right through a central angle of 52°00'00", an arc distance of 258.66 feet to the end of said curve;
 thence South 01°37'58" West, a distance of 61.35 feet to the beginning of a curve to the left, said curve having a radius of 30.00 feet;
 thence Southerly and Easterly, following said curve to the left through a central angel of 89°11'26", an arc distance of 46.70 feet to the end of said curve, said point lying on a line parallel with and 10.00 feet North of, as measured at right angles to, the South line of said Lot 4;
 thence South 87°33'28 "East along said parallel line, a distance of 169.99 feet to the beginning of a curve to the left, said curve having a radius of 25.00 feet;
 thence Easterly and Northerly following said curve to the left through a central angle of 90°49'00", an arc distance of 39.63 feet to the East line of said Lot 4;
 thence South 01°37'58" West along said East line, a distance of 35.36 feet to the point of beginning;

EXCEPT any portion thereof lying within Lots 1, 2 and 3 of Boundary Line Adjustment recorded August 29, 2005, under Auditor's File No. 200508290248 and Survey recorded under Auditor's File No. 200508290249, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

All furniture, fixtures, equipment and inventory of the borrower located thereon.

commonly known as 7645 State Route 20, Anacortes, Washington 98221, which is subject to that certain Deed of Trust dated June 6, 2007, recorded June 8, 2007, under Auditor's File No. 200706080119, records of Skagit County, Washington, from HSJJ Co, L.L.C., as Grantor, to Reconveyance Professionals Inc., as Trustee, to secure an obligation in favor of City Bank, as Beneficiary, the beneficial interest in which was assigned Whidbey Island Bank, under an Assignment recorded under Auditor's File No. 201106100061.

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 default(s) for which this foreclosure is made is/are as follows:

- a. Failure to pay the following past due amounts, which are in arrears:

Monthly Payment:

Four monthly payments of \$25,005.78
each due for the period of 4/5/11 through 7/5/11 \$100,023.12

Late Charges:

Late charges for monthly payments
not made within ten days of its due date. \$8,752.03

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$108,775.15

- b. Default other than failure to make monthly payments:

Failure to pay 2009 real estate taxes of \$18,149.93, 2010 real estate taxes of \$32,891.54 and first half 2011 real estate taxes of \$17,599.96.

IV.

The sum owing on the obligation secured by the Deed of Trust is : Principal \$4,095,641.37, together with interest as provided in the note or other instrument secured from the 8th day of April, 2011, and such other costs and fees as are due under the note or other instrument 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 4th day of November, 2011. The default(s) referred to in paragraph III must be cured by the 24th day of October, 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 24th day of October, 2011, (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated anytime after the 24th day of October, 2011 (11 days before the sale date), and 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 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 amended notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

HSJJ CO, L.L.C.
7645 State Route 20
Anacortes, Wa. 98221

HSJJ CO, L.L.C.
c/o Hyun K. Kim, Registered Agent
20329 - 74th Dr. SE
Snohomish, Wa. 98296



Hyun Keun Kim
20329 - 74th Dr. SE
Snohomish, Wa. 98296

Sung Hee Kim
20329 - 74th Dr. SE
Snohomish, Wa. 98296

John Doe Occupant
7645 State Route 20
Anacortes, Wa. 98221

by both first class and certified mail on the 13th day of June, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 17th day of June, 2011, 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. All bidders must have and show the trustee proof of cash, cashier's check or a certified check for \$1.00 over the opening bid amount in order to bid at the sale plus show proof of cash or certified check for all additional amounts to be bid. The successful bidder shall be required to pay the full bid price at the conclusion of the sale, by cashier's check, certified check, or cash.

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 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.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**



NOTICE TO GUARANTORS:

DATED this 19 day of July, 2011.

Phone: (425) 348-3609

GIVEN under my hand and official seal this 17th day of July, 2011.

