Filed for Record at Request of:

Shultz Law Offices 160 Cascade Place, Suite 211 Burlington, WA 98233



REFERENCE NUMBER OF RELATED DOCUMENT: 200806300236

GRANTOR: Shultz Law Offices

GRANTEE: Joseph D. Woodmansee and Kimberly A. Woodmansee, husband and wife

ABBREVIATED LEGAL DESCRIPTION: PTN. S 1/2 SE 1/4, 22-34-4 E W.M.

ASSESSOR'S TAX PARCEL NUMBER: 340422-1-006-0200 (P126391)

## NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on October 26, 2011, at the hour of 10:00 a.m., on the steps in front of the South entrance to the Skagit County Courthouse, 205 W Kincaid Street, in the 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 Skagit County, State of Washington, to-wit:

THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE WEST 638.12 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE): EXCEPT THE MOUNT VERNON-BIG LAKE COUNTY ROAD RUNNING ALONG THE SOUTH LINE THEREOF, AND ALSO EXCEPT THE EAST 150 FEET OF THE SOUTH 300 FEET OF THE REMAINDER.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON,

Commonly known as: NHN E. Division Street, Mount Vernon, WA 98273; Assessor's Tax Parcel Number 340422-1-006-0200 (P126391).

The above-described property is subject to a Deed of Trust recorded under Skagit County Auditor's File No. 200806300236, from Joseph D. Woodmansee and Kimberly A. Woodmansee husband and wife, as Grantor, to Land Title Company of Skagit County, as Trustee, and to Summit Bank, as Beneficiary.

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.

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The default for which this foreclosure is made is as follows:

## A. Defaults Other Than Payment of Money:

Failure to pay real property taxes.

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

Principal Due and Owing	\$	952,259.00
Accrued/Unpaid Interest	\$	62,087.76
Late Fees	<u>\$</u>	2,935.10
Interest and Late Fees continue to accrue		

Total Arrears \$1,017,281.86

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$952,259.00, together with interest as provided in the Note or other instrument secured from June 30, 2008, and such other costs and fees as are due under the Note and any security instrument, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expenses of sale and the obligations secured by said Deed of Trust as provided by statute. Sale will be made without warranty, express or implied, regarding title, possession, encroachments or encumbrances on October 26, 2011. The defaults referred to in paragraph III must be cured by October 15, 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 October 15, 2011, the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after October 15, 2011, and before the sale by the Borrower, Grantor, any Guarantor, or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire principal balance and interest, plus costs, fees and advances, if any made pursuant to the terms of the Promissory Note and/or Deed of Trust, and by curing all other defaults.

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A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor or to the Grantor's successor in interest at the following addresses:

Joseph and Kimberly Woodmansee 17146 Britt Slough Road Mount Vernon, WA 98273

By both first class and certified mail on June 17, 2011, proof of which is in the possession of the Trustee and the Borrower and Grantor were personally served on June 24, 2011, with said written Notice of Default, and the Trustee has in his possession proof of such service.

VII.

The Trustee whose name and address is 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 of 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.

DATED this 21 day of July 2011.

Successor Trustee:

SHULTZ LAW OFFICES

By: John A. Shultz, Trustee

Shultz Law Offices

160 Cascade Place, Suite 211

Burlington, WA 98233

360-404-2017

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STATE OF WASHINGTON	)
	) ss
COUNTY OF SKAGIT	)

On this day personally appeared before me John A. Shultz 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, as Trustee, for the uses and purposes therein mentioned.

DATED THIS 215+ day of July , 2011

CHARACTER OF WASHINGTON

Notary Public in and for the State of Washington
Residing at:

Bellingham
My Commission Expires:

12/11/2012

201107210110 Skagit County Auditor

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