

When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON P.S.

Attn: Julie B. Hamilton

1221 Second Avenue, Suite 500

Seattle, WA 98101-2925



201108310096

Skagit County Auditor

8/31/2011 Page

1 of

6 3:27PM

Loan No. 3169400664 (the "**Loan**")

Trustee No. 20219.007.14/JBH

GUARDIAN NORTHWEST TITLE CO.

102135

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

Grantor(s): Hillis Clark Martin & Peterson P.S., Successor Trustee

Union Bank, N.A.

Grantee(s): Grandview, Inc.

Legal Description (abbreviated)*: LOT 2, "PLAT OF KLINGER ESTATES"

☒ Complete legal within document.

Assessor's Parcel No(s)*: P124420 (xrefID: 4891-000-002-0000)

Reference No. of Related Documents: 200704040067

*The Assessor's Parcel Number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

I.

NOTICE IS HEREBY GIVEN that the undersigned successor trustee will, on **December 2, 2011**, at the hour of **11:00 a.m.**, at the main entrance of the **Skagit County Courthouse, located at 205 West Kincaid, Mount Vernon, Washington**, sell

at public auction to the highest and best bidder, payable at time of sale, the following-described property, situated in the County of Skagit, State of Washington (the "**Property**"):

Lot 2, "PLAT OF KLINGER ESTATES," according to the plat thereof recorded May 8, 2006, under Auditor's File No. 200605080213, records of Skagit County, Washington.

Situated in Skagit County, Washington.

TOGETHER WITH all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights or 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 the real property, including without limitation all minerals, oil, gas, geothermal and similar matters.

which Property is subject to (a) that certain Construction Deed of Trust from GRANDVIEW, INC., a Washington corporation, as grantor, ("**Borrower**"), to Chicago Title Insurance Company, as trustee, to secure an obligation in favor of UNION BANK, N.A., the successor in interest to the FDIC Receiver of Frontier Bank, as beneficiary, ("**Beneficiary**"), dated April 3, 2007, and recorded on April 4, 2007, under Recording No. 200704040067, records of Skagit County, Washington, (the "**Deed of Trust**"), and (b) the security agreement and fixture filing that is included within the Deed of Trust (the "**Security Agreement**").

Hillis Clark Martin & Peterson P.S., is now "**Successor Trustee**" by reason of an Appointment of Successor Trustee recorded on August 11 2011, under Recording No. 201108110049, records of Skagit County, Washington.

II.

No action commenced by the Beneficiary of the Deed of Trust and the secured party under the Security Agreement, or the Beneficiary's successor 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 defaults for which this foreclosure is made are as follows:



- (1) Failure to make the monthly payment due on September 5, 2009, and the payments thereafter due under the Loan that is secured by the Deed of Trust; and
- (2) Failure to pay the Loan in full on or before July 5, 2010 (the "**Maturity Date**").

The following is an itemized summary of the amounts that are now in arrears:

Principal balance:	\$188,000.00
Interest accruing from 8/5/09 to 8/23/11 (default interest rate charged from 12/4/09):	\$47,921.11
Late charges:	\$1,729.67
Protective advances made by Beneficiary:	
Payment of real estate taxes:	\$7,027.94
Appraisal fees:	\$1,221.75
Environmental reports:	\$361.34
Deferred loan fee:	\$940.00
TOTAL AMOUNTS IN ARREARS:	<u>\$247,201.81</u>

IV.

The sum owing on the obligation secured by the Deed of Trust and Security Agreement is: Principal balance, \$188,000.00, together with interest as provided in the note or other instrument secured from August 5, 2009, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust and Security Agreement as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on December 2, 2011. The defaults referred to in paragraph III must be cured by November 21, 2011 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before November 21,



2011 (11 days before the sale date) the default as set forth in paragraph III is cured and the Successor Trustee's fees and costs are paid. The sale may be terminated any time after November 21, 2011 (11 days before the sale) and before the sale by the Borrower, Grantor, any Guarantor (defined below), 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 Successor Trustee to the Borrower, Grantor, and Guarantors at the following address(es):

Grandview, Inc.
ATTN: Scott T. Wammack,
Registered Agent
129 N. Olympic Avenue
Arlington, WA 98046

Grandview, Inc.
PO Box 159
Arlington, WA 98223

Kamie M. Wammack
PO Box 159
Arlington, WA 98223

Scott T. Wammack
PO Box 159
Arlington, WA 98223

by both first class and certified mail on May 27, 2011, proof of which is in the possession of the Successor Trustee; and the Borrower and Grantor were personally served on May 28, 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 Successor Trustee has possession of proof of such service or posting.

VII.

The Successor 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 Borrower, Grantor and all those who hold by, through or under the Borrower or Grantor of all their interest in the 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.

SPECIAL NOTICE TO GUARANTORS

If any of the parties receiving this notice are guarantors of the obligations referenced above, each such guarantor (individually and collectively, "**Guarantor**") is hereby notified that: (1) 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) 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 any trustee's sale; (3) 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 obligations referenced above; and (5) in any action for a deficiency, 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.

XI.

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 and the Helping Families Save Their Homes Act of 2009.



XII.

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

Sale status may be accessed at <http://ts.hcmp.com>.

DATED this 24th day of August, 2011.

HILLIS CLARK MARTIN & PETERSON P.S.

By


Julie B. Hamilton

Successor Trustee
1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

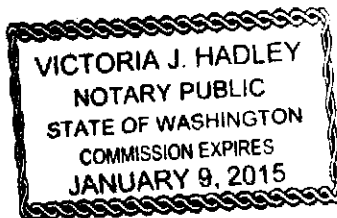
STATE OF WASHINGTON

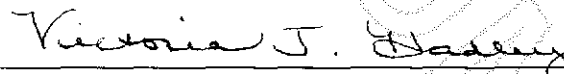
COUNTY OF KING

} ss.

I certify that I know or have satisfactory evidence that JULIE B. HAMILTON is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the representative of HILLIS CLARK MARTIN & PETERSON P.S., a Washington professional services corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 24th day of August, 2011.





Printed Name: Victoria J. Hadley
NOTARY PUBLIC in and for the State of Washington,
residing at Auburn, WA.
My Commission Expires 01/09/2015.

