

Return Address:

Mark S. Elgot
9057 Washington Ave. NW, Ste. 205
Silverdale, WA 98383

LAND TITLE OF SKAGIT COUNTY

140049-0A



201109060144
Skagit County Auditor

9/6/2011 Page 1 of 4 3:23PM

**NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24, ET. SEQ**

Reference No.: 200505120076
Grantors: Yosemite Management Group, LLC
Beneficiary: First Mutual Bank
Successor Trustee: Elgot, Mark S.
Legal Description: S 1/2 of Lots 11-13, All of Lot 14, Blk. 60, Anacortes
Tax Parcel IDs#: 3772-060-014-0008/P55289

TO:

Yosemite Management Group, LLC
Attn: Gerald D. Fischer, Reg. Agent
1205 Freedom Blvd. Ste 2
Watsonville, CA 95076

Gerald D. Fischer
Karane L. Fischer
133 Anderson Drive
Watsonville, CA 95076

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on December 16, 2011, at the hour of 11:30 o'clock, A.M., at the main entrance to the Skagit County Courthouse, 205 West Kincaid, Mount 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:

THE SOUTH 1/2 OF LOTS 11, 12, AND 13 AND ALL OF LOT 14, BLOCK 60, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

(commonly known as 817 N Avenue, Anacortes, WA 98221), which is subject to that certain Deed of Trust dated May 3, 2005, recorded May 12, 2005, under Auditor's File No. 200505120076, records of Skagit County, Washington, from Yosemite Management Group, LLC, as Grantor, to First American Title Insurance Company, as Trustee, to secure an obligation in favor of First Mutual Bank as Beneficiary, the beneficial interest in which was assigned to American Marine Bank, under an Assignment recorded under Auditor's File No. 200601260147. The current beneficiary is Columbia State Bank as successor in interest to American Marine Bank, pursuant to the Purchase and Assumption Agreement with the FDIC dated January 29, 2010.

NOTICE OF TRUSTEE'S SALE - 1

c:\mse\csblyosemite 817 n\not-trsa

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:

Failure to pay 16 monthly payments due June 1, 2010 through September 1, 2011 of \$1,704.42, including escrow payment of \$202.38 each, totaling \$27,270.72 as of September 2, 2011.

IV

The sum owing on the obligations secured by the Deed of Trust is: Principal \$244,400.00 together with interest as provided in the note or other instrument secured from April 7, 2010, and other such 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 December 16, 2011. The default(s) referred to in paragraph III must be cured by December 5, 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 December 5, 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 any time after December 5, 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 notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Yosemite Management Group, LLC
Attn: Gerald D. Fischer, Reg. Agent
1205 Freedom Blvd. Ste 2
Watsonville, CA 95076

Gerald D. Fischer
Karane L. Fischer
P.O. Box 1989
Mariposa, CA 95338

Yosemite Management Group, LLC
Attn: Gerald D. Fischer, Managing Member
P.O. Box 1989
Mariposa, CA 95338

Gerald D. Fischer
Karane L. Fischer
133 Anderson Drive
Watsonville, CA 95076

by both first class and either registered or certified mail on May 25, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on May 25, 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.

VIII

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor all of their interest in the above-described property.

IX

Anyone having any objections 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 the unlawful detainer act, chapter 59.12 RCW.

XI

NOTICE TO GUARANTORS

(a) 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; (b) 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; (c) the guarantor will have no right to redeem the property after the trustee's sale; (d) 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 same debt; and (e) 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.

DATED: September 2, 2011.



Mark S. Elgot, WSBA #7337
Successor Trustee
9057 Washington Ave. NW, Ste. 205
Silverdale, WA 98383
(360)307-0666



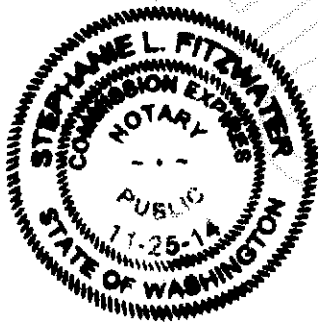
201109060144


Skagit County Auditor

State of Washington
County of Kitsap

I certify that I know or have satisfactory evidence that Mark S. Elgot is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 2, 2011.




Print Name: Stephanie L. Fitzwater
NOTARY PUBLIC in and for the State of Washington
Residing at Port Orchard
My Appointment expires: 11-25-14



201109060144
Skagit County Auditor

9/6/2011 Page 4 of 4 3:23PM