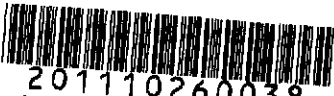


FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Skagit Law Group, PLLC
P.O. Box 336 / 227 Freeway Drive, Ste B
Mount Vernon, WA 98273


201110260038
Skagit County Auditor
10/26/2011 Page 1 of 8 11:20AM

AMENDED NOTICE OF TRUSTEE'S SALE

Reference Nos.: 201008170049 Notice of Trustee's Sale
200608180003 (Deed of Trust)
200709070124 (Partial Reconveyance)
201006150063 (Appointment of Successor Trustee)
200608180004 (Deed of Trust)
201006150062 (Appointment of Successor Trustee)

Grantor (s): SPRING MEADOWS, LLC, a Washington
Limited Liability Company
SKAGIT LAW GROUP, PLLC, a Professional
Limited Liability Company, Successor Trustee

Grantee (s): THE PUBLIC
RICHARD B. JOHNSON

Additional Grantor(s) on page(s):
Additional Grantee(s) on page(s):
Abbreviated Legals: ptn Lots 1 and 2, Blk. 5, Everett's 2nd Add to Concrete
(aka Lot 1, BLA Survey #200708140131) and
ptn SE ¼ NE ¼ of 10-35-8E W.M.

Additional Legal on page(s): 2, 3

Assessor's Tax Parcel Nos.: 4061-005-002-0100 / P126642
350810-0-021-0004 / P43638
350810-0-021-0103 / P43639

I

THIS AMENDED NOTICE of Trustee's Sale amends and replaces that Notice of Trustee's Sale recorded August 17, 2010 under Auditor's File Number 201008170049, records of Skagit County, Washington. Pursuant to RCW 61.24.130, the Successor Trustee is setting the trustee's sale for **Friday, December 2, 2011, at the hour of 10:00 a.m.**, and giving notice thereof.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, December 2, 2011, at the hour of 10:00 a.m.**, at the entrance/front steps of 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 properties, situated in the County of Skagit, State of Washington, which may be sold in gross or in parcels as the Trustee may deem most advantageous at the time of sale, to-wit:

Lot 1 of Boundary Line Adjustment Survey approved August 13, 2007 and recorded August 14, 2007 under Auditor's File No. 200708140131, records of Skagit County, Washington; being a portion of Lots 1 and 2, Block 5, "EVERETT'S SECOND ADDITION TO CONCRETE, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 4 of Plats, page 13, records of Skagit County, Washington.

Situate in the Town of Concrete, County of Skagit, State of Washington

which is subject to that certain Deed of Trust dated August 17, 2006 and recorded August 18, 2006 under Auditor's File No. 200608180003, records of Skagit County, Washington, which Deed of Trust is from Richard B. Johnson, as his separate estate, as Grantor, to Land Title Company, as Trustee, to secure an obligation in favor of Spring Meadow, LLC, a Washington limited liability company, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded June 15, 2010 under Auditor's File No. 201006150063, records of Skagit County, Washington,

and:

That portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 10, Township 35 North, Range 8 East W.M., described as follows:

Beginning at the Northwest corner of Block 4, "BAKER," as per plat recorded in Volume 3 of Plats, page 63, records of Skagit County, Washington;

thence West 55 feet, more or less, to a point 155 feet East of the Northeast corner of Block 3, of said plat of "BAKER;"

thence South 125 feet;

thence East 55 feet to the West line of said Block 4;

thence North to the point of beginning;



EXCEPT the North 6 feet thereof for street; AND EXCEPT that portion described as follows:

Beginning at the Northwest corner of Block 4, "BAKER," as per plat recorded in Volume 3 of Plats, page 63, records of Skagit County, Washington;
thence West 25 feet, more or less, to a point 185 feet East of the Northeast corner of Block 3, of said plat of "BAKER;"
thence South 110 feet;
thence East 25 feet, more or less, to the West line of said Block 4;
thence North to the point of beginning;

EXCEPT the North 6 feet thereof for street.

Situate in the Town of Concrete, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated August 17, 2006 and recorded August 18, 2006 under Auditor's File No. 200608180004, records of Skagit County, Washington, which Deed of Trust is from Richard B. Johnson, as his separate estate, as Grantor, to Land Title Company, as Trustee, to secure an obligation in favor of Spring Meadow, LLC, a Washington limited liability company, as Beneficiary. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded June 15, 2010 under Auditor's File No. 201006150062, records of Skagit County, Washington.

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 the remaining balance of principal and accrued interest due June 30, 2008.

Late fees of \$9,393.33.

You are also in default for failure to pay 2008, 2009, 2010, and the first half of 2011 real property taxes relative to the real property described above.



Failure to pay the obligation in full on demand.

Demand having been given and no payment having been received, all principal, interest, and late fees are now due. **The amount of principal, interest, and late fees owing as of October 25, 2011 is \$332,764.21.**

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults. Any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

Other Default:

Action to Cure Default:

TAXES/ASSESSMENTS	Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current.
FAILURE TO INSURE PROPERTY AGAINST HAZARD	Deliver to Successor Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
LIENS	Deliver to Successor Trustee written proof that all senior liens are paid current and that no other defaults exist.
JUDGMENTS	Deliver to Successor Trustee written proof that all senior judgments are paid current and that no other defaults exist.
WASTE	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.
UNAUTHORIZED SALE OF PROPERTY (DUE ON SALE)	Revert title to permitted vestee.



Costs and Fees:

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs, and fees:

Trustee's fee:	\$9,237.50
Title report:	1,222.66
Service/posting of foreclosure notices:	280.00
Long distance telephone charges:	25.00
Recording fees:	238.00
Mailing costs:	337.98
Photocopies:	<u>20.00</u>
Subtotal:	\$11,361.14

Total Current Estimated Amount: \$344,125.35

Additional Arrearages:

Interest: 10-26-11 – 11-21-11 **3,019.85**

Additional Costs and Fees:

Additional trustees' or attorney's fees:	\$ ----
Publication costs:	<u>\$ 1,511.20</u>

Total Estimated Amount as of November 21, 2011: \$348,656.40

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of **\$170,099.54** as of August 30, 2007, together with interest as provided in the note or other instrument secured, 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 without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or encumbrances on **December 2, 2011**. The default(s) referred to in paragraph III must be cured by **November 21, 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 **November 21, 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 **November 21, 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:

RICHARD B. JOHNSON
53677 State Route 20
Rockport, WA 98283

JANE DOE JOHNSON
53677 State Route 20
Rockport, WA 98283

RICHARD B. JOHNSON
5763 Honeysuckle Lane
Marblemount, WA 98267

JANE DOE JOHNSON
5763 Honeysuckle Lane
Marblemount, WA 98267

by both first class and certified mail on June 28, 2010, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on June 28, 2010 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

A Notice of Trustee's Sale was executed by the Successor Trustee and filed of record on August 17, 2010 under Auditor's File No. 201008170049, records of Skagit County, Washington. The Notice was mailed to all persons entitled to notice thereof and posted in compliance with the requirements of RCW Ch. 61.24.

VIII

On November 5, 2010, Grantor filed a Chapter 11 petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court, Western District of Washington at Seattle under case number 10-23379. As a result of the filing



of such bankruptcy petition, the trustee's sale, as originally scheduled, was automatically stayed by Section 362 of the Bankruptcy Code. On October 6, 2011 an Order was entered by the Bankruptcy Court granting a dismissal of the case.

IX

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.

X

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.

XI

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 waiver of any proper grounds for invalidating the Trustee's sale.

XII

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.

XIII

NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) 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; (2) 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; (3) the 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

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Skagit County Auditor

