



201112210052
Skagit County Auditor

12/21/2011 Page 1 of 6 1:02PM

When Recorded Return to:
HILLIS CLARK MARTIN & PETERSON P.S.
Attn: Julie B. Hamilton
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

Loan No. 5309063460 (the "Loan")
Trustee No. 20412.002.02/JBH

NOTICE OF TRUSTEE'S SALE

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

63357104
RST AB
6/107

Grantor(s):	Hillis Clark Martin & Peterson P.S., Successor Trustee
	Opus Bank
Grantee(s):	Michael D. Hinson Judy G. Hinson
Legal Description (abbreviated)*:	LOTS 1-5, 12-14, BLK 9, BURL. <input checked="" type="checkbox"/> Complete legal within document.
Assessor's Parcel No(s)*:	P71330 (xrefID: 4076-009-014-0006)
Reference No. of Related Documents:	200908030131
*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 **March 23, 2012**, at the hour of **11:00 a.m.**, at the **main entrance of the Skagit**

Michael D. Hinson and Judy G. Hinson (New Grantor Dist)

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"):

Lots 1, 2, 3, 4, 5, 12, 13 and 14, Block 9, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington;

EXCEPT that portion lying within the boundaries of the right of way of the spur tract of the Great Northern Railway, extending over and across said block as conveyed by deeds recorded October 28, 1892 and November 1, 1892, under Auditor's File Nos. 10516 & 10575.

TOGETHER WITH that portion of the South 30 feet of vacated Magnolia Avenue as granted by that instrument dated May 12, 2006 and recorded June 1, 2006, under Auditor's File No. 200606010133.

TOGETHER WITH all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described.

Situate in the City of Burlington, County of Skagit, State of Washington;

which Property is subject to (a) that certain Deed of Trust from MICHAEL D. HINSON and JUDY G. HINSON, husband and wife, as grantor, ("**Borrower**"), to Land Title of Skagit County, as trustee, to secure an obligation in favor of OPUS BANK, the successor by merger to Cascade Bank, as beneficiary, ("**Beneficiary**"), dated July 28, 2009, and recorded on August 3, 2009, under Recording No. 200908030131, records of Skagit County, Washington, (the "**Deed of Trust**"), (b) that certain Assignment of Leases and Rents recorded on August 3, 2009 in the official records of Skagit County, Washington, under Recording No. 200908030132 (the "**Assignment of Rents**"); and (c) 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 December 15, 2011, under Recording No. 201112150034, 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 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 August 28, 2011, and the payments thereafter due under the Loan that is secured by the Deed of Trust; and
- (2) Failure to pay when due the real property taxes for the Property.

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

Monthly payments of \$3,191.89 due the 28th of each month from August 28, 2011:	\$12,767.56
Late charges:	\$797.95
Additional default interest (above the note rate) accruing from 11/9/11 to 12/16/11:	\$5,765.86
TOTAL AMOUNTS IN ARREARS:	<u>\$19,331.37</u>

IV.

The sum owing on the obligation secured by the Deed of Trust and Security Agreement is: Principal balance, \$487,827.93, together with interest as provided in the note or other instrument secured from July 28, 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 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 March 23, 2012. The defaults referred to in paragraph III must be cured by March 12, 2012 (11 days before the sale) to cause a discontinuance of the sale.



The sale will be discontinued and terminated if at any time before March 12, 2012 (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 March 12, 2012 (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 and Guarantors at the following address(es):

Michael D. Hinson
18244 Sam Bell Road
Bow, WA 98232

Judy G. Hinson
18244 Sam Bell Road
Bow, WA 98232

by both first class and certified mail on November 10, 2011, proof of which is in the possession of the Successor Trustee; and the Borrower was personally served on November 11, 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 19th day of December, 2011.

HILLIS CLARK MARTIN & PETERSON P.S.

By *Julie B. Hamilton*
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 19th day of December, 2011.

Victoria J. Hadley

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

