



201112270092  
Skagit County Auditor

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201112080005  
Skagit County Auditor

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**TRUSTEE:**

REAL ESTATE MANAGEMENT CORPORATION  
P.O. BOX 2116  
MOUNT VERNON, WA 98273

**DOCUMENT TITLE:**

**NOTICE OF TRUSTEE'S SALE**

**RELATED DOCUMENT:**

**DEED OF TRUST (AF #200706210075)**

**GRANTOR:**

**REAL ESTATE MANAGEMENT CORPORATION**

**BENEFICIARY:**

**GLOMAX, LLC**

**GRANTEES:**

**BENSON, VICTOR, and BENSON, LINDA**

**LEGAL DESC.:**

**Portions of the South 1/2 of Section 9 and the West 1/4 of Section 10  
in Township 33, Range 4**

**TAX PARCEL NOS.:**

**330409-0-002-0006 P16576, 330409-0-002-0000 P16594  
330409-3-003-0009 P16595, 330410-1-001-0309 P16602  
330409-1-002-0103 P16580, 330409-3-005-0007 P16597  
330409-3-004-0008 P16596, 330409-3-006-0006 P16598**

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

**TO: VICTOR BENSON  
LINDA BENSON  
19357 Kanako Lane  
Mount Vernon, WA 98273**

*RE RECORDED TO CORRECT DATES*

<sup>KH</sup>  
I, <sup>2012</sup> ~~2011~~ NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 9th day of March, 2012, at the hour of 10:00 o'clock a.m., at the Skagit County Courthouse front steps at 205 W. Kincaid St., in the City of Mount Vernon, WA 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 the County of Skagit, State of Washington, to-wit:

Legal Description attached hereto as Exhibit "A" and incorporated herein

which is subject to that certain Deed of Trust recorded on June 21, 2007, under Auditor's File No. 200706210075, records of Skagit County, Washington, from VICTOR BENSON and LINDA BENSON, husband and wife, as Grantors, to FIRST AMERICAN TITLE COMPANY, a Washington corporation, as Trustee, to secure an obligation in favor of DAVID A. WELTS, Beneficiary, the beneficial interest of which has been assigned to GLOMAX, LLC, a Washington Limited Liability Company.

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 following past due amounts, which are in arrears:

- Full Balance of Note, including interest and late fees, in the total amount of \$664,704.39 to December 5, 2011.

IV. The sum owing on the obligation secured by the Deed of Trust is: Principal and interest of \$664,704.39, together with interest and penalties as provided in the note or other instrument secured from December 5, 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 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 encumbrance on the 9<sup>th</sup> day of March, 2012. The defaults referred to in paragraph III must be cured by February 27, 2012 (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 February 27, 2012 (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 February 27, 2012 (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest or the holder of any 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 or the Grantor's successor in interest at the following address:

VICTOR BENSON  
LINDA BENSON  
19357 Kanako Lane  
Mount Vernon, WA 98273

by both first class and certified mail on November 2, 2011, and the Grantors were personally served with the Notice of Default on November 3, 2011, proof of which is in the possession of the Trustee.

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 of all their interest in the above-described property.

IX. Anyone having any objections to this 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.

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X. 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 and tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

Dated this 6<sup>th</sup> day of December, 2011.

REAL ESTATE MANAGEMENT CORPORATION, TRUSTEE

BY: Kent Haberly

KENT HABERLY, President  
P.O. BOX 2116  
1301 Riverside Drive Ste. A-5  
MOUNT VERNON, WA 98273  
(360) 424-3323

STATE OF WASHINGTON )  
 ) ss.  
County of Skagit )

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, KENT HABERLY, to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal this 6<sup>th</sup> day of December, 2011.

[Signature]  
NOTARY PUBLIC in and for the State of  
Washington, residing at Burlington  
My appointment expires 4-21-15

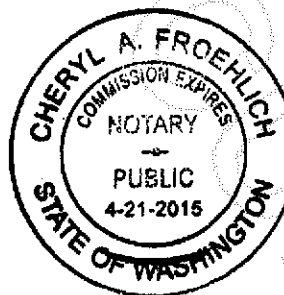


EXHIBIT "A"

PARCEL "C":

The Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4, EXCEPT the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4; all in Section 9, Township 33 North, Range 4 East, W.M., ALSO EXCEPT the East 700 feet from ALL of the above, AND EXCEPT road right-of-way, if any:

PARCEL "D":

The East 700 feet of the following described property:

The Northwest 1/4 of the Southwest 1/4 in Section 9, Township 33 North Range 4 East, W.M., EXCEPT from said East 700 feet any existing road right-of-way.

PARCEL "E":

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 33 North, Range 4 East, W.M., EXCEPT any existing road or right-of-way.

PARCEL "F":

The South 1/4 of the Northeast 1/4 of the Southwest 1/4; Southeast 1/4 of the Southwest 1/4; South 1/2 of the Southeast 1/4; Northeast 1/4 of the Southeast 1/4; South 1/2 of the Southeast 1/4 of the Northeast 1/4 all in Section 9, Township 33 North, Range 4 East, W.M.,

ALSO the Northwest 1/4 of the Southeast 1/4 of Section 9, Township 33 North, Range 4 East, W.M.,

ALSO the West 1/2 of the Southwest 1/4 and the South 1/2 of the Southwest 1/4 of the Northwest 1/4 all in Section 10, Township 33 North, Range 4 East, W.M.,

PARCEL "X":

The East 700 feet of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 33 North, Range 4 East, W.M., EXCEPT that portion thereof bring within the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 9, ALSO EXCEPT existing road of right-of-way, if any.

PARCEL "Y":

The South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 and the South 1/2 of the Southwest 1/4 of the Southwest 1/4 all in Section 9, Township 33 North, Range 4 East, W.M., EXCEPT road right-of-way.

