



201201050075

Skagit County Auditor

1/5/2012 Page 1 of 7 4:00PM

Return Address:

**NORTHWEST TRUSTEE SERVICES INC****13555 SE 36th ST STE 100****BELLEVUE WA 98006****LAND TITLE OF SKAGIT COUNTY****140516-F**

Document Title(s) (for transactions contained therein):

1. **NOTICE OF TRUSTEES SALE**

2.

3.

4.

Reference Number(s) of Documents assigned or released:

(on page of documents(s))

**200710190005**

Grantor(s)

1. **NORTHWEST TRUSTEE SERVICES INC**2. **QUEEN'S PLATE DEVELOPMENT INC**

3.

4.

Additional Names on page of document.

Grantee(s)

1. **CHINATRUST BANK(USA)**

2.

3.

4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

**Units 101-108, 201-208, 301-308, BLDG No 1.;****Units 109-116, 209-216, 309-316, BLDG No 2.;****Units 117-124, 217-224, 317-324, BLDG NO 3.;****Units 125-132, 225-232, 325-332, BLDG NO 4.;****Units 133 and 234, BLDG NO 5; TGV common elements thereto, "Cascade****Estates Condominium,"**Assessor's Property Tax Parcel/Account Number **P126756, P126757, P126758, P126759, P126760, P126761, P126762, P126763, P126764, P126765, P126766, P126767, P126768, P126769, P126770, P126771, P126772, P126773, P126774, P126775, P126776, P126777, P126778, P126779, P126780, P126781, P126782, P126783, P126784, P126785, P126786 \***The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. **\* P126787-P126799, P126800- P126889**

After Recording, Return to:

Northwest Trustee Services, Inc.  
13555 SE 36<sup>th</sup> St., Ste.100  
Bellevue, WA 98006

**File No.:** WCTB-066383

**Grantors:** Northwest Trustee Services, Inc.  
Chinatrust Bank (USA)

**Grantee:** Queen's Plate Development, Inc.

**Ref to DOT Auditor File No.:** 200710190005

**Tax Parcel ID No.:** 4930-001-101-0000; 4930-001-102-0000; 4930-001-103-0000; 4930-001-104-0000; 4930-001-105-0000; 4930-001-106-0000; 4930-001-107-0000; 4930-001-108-0000; 4930-001-201-0000; 4930-001-202-0000; 4930-001-203-0000; 4930-001-204-0000; 4930-001-205-0000; 4930-001-206-0000; 4930-001-207-0000; 4930-001-208-0000; 4930-001-301-0000; 4930-001-302-0000; 4930-001-303-0000; 4930-001-304-0000; 4930-001-305-0000; 4930-001-306-0000; 4930-001-307-0000; 4930-001-308-0000; 4930-001-999-0000;

4930-002-109-0000; 4930-002-110-0000; 4930-002-111-0000; 4930-002-112-0000; 4930-002-113-0000; 4930-002-114-0000; 4930-002-115-0000; 4930-002-116-0000; 4930-002-209-0000; 4930-002-210-0000; 4930-002-211-0000; 4930-002-212-0000; 4930-002-213-0000; 4930-002-214-0000; 4930-002-215-0000; 4930-002-216-0000; 4930-002-309-0000; 4930-002-310-0000; 4930-002-311-0000; 4930-002-312-0000; 4930-002-313-0000; 4930-002-314-0000; 4930-002-315-0000; 4930-002-316-0000; 4930-002-900-0000; 4930-002-900-0100; 4930-002-900-0200;

4930-003-117-0000; 4930-003-118-0000; 4930-003-119-0000; 4930-003-120-0000; 4930-003-121-0000; 4930-003-122-0000; 4930-003-123-0000; 4930-003-124-0000; 4930-003-217-0000; 4930-003-218-0000; 4930-003-219-0000; 4930-003-220-0000; 4930-003-221-0000; 4930-003-222-0000; 4930-003-223-0000; 4930-003-224-0000; 4930-003-317-0000; 4930-003-318-0000; 4930-003-319-0000; 4930-003-320-0000; 4930-003-321-0000; 4930-003-322-0000; 4930-003-323-0000; 4930-003-324-0000; 4930-003-999-0000; 4930-003-999-0100;

4930-004-125-0000; 4930-004-126-0000; 4930-004-127-0000; 4930-004-128-0000; 4930-004-129-0000; 4930-004-130-0000; 4930-004-131-0000; 4930-004-132-0000; 4930-004-225-0000; 4930-004-226-0000; 4930-004-227-0000; 4930-004-228-0000; 4930-004-229-0000; 4930-004-230-0000; 4930-004-231-0000; 4930-004-232-0000; 4930-004-325-0000; 4930-004-326-0000; 4930-004-327-0000; 4930-004-328-0000; 4930-004-329-0000; 4930-004-330-0000; 4930-004-331-0000; 4930-004-332-0000; 4930-004-999-0000

4930-005-234-0100; 4930-005-133-0000; 4930-005-234-0000; 4930-005-999-0000;

4930-006-999-0000; 4930-006-999-0100; 4930-006-999-0200; 4930-006-999-0300; 4930-006-999-0400; 4930-006-999-0500; 4930-006-999-0600; 4930-006-999-0700; 4930-006-999-0800



201201050075  
Skagit County Auditor

**Abbreviated Legal:**

Units 101-108, 201-208, 301-308, Building No. 1;  
Units 109-116, 209-216, 309-316, Building No. 2;  
Units 117-124, 217-224, 317-324, Building No. 3;  
Units 125-132, 225-232, 325-332, Building No. 4;  
Units 133 and 234, Building No. 5  
TGW common elements thereto, "Cascade Estates Condominium"

**Notice of Trustee's Sale**

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

I.

On 4/06/2012, at 10:00 AM, At the Kincaid St. Entry to the Skagit County Courthouse, Mt. Vernon, WA in the City of Mt. Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Skagit, State of Washington:

Units 101-108, 201-208, 301-308, Building No. 1;  
Units 109-116, 209-216, 309-316, Building No. 2;  
Units 117-124, 217-224, 317-324, Building No. 3;  
Units 125-132, 225-232, 325-332, Building No. 4;  
Units 133 and 234, Building No. 5;

and all common elements, "Cascade Estates Condominium", as per Survey Map and Plans recorded June 11, 2007, under Auditor's File No. 200706110218; and as described in that certain Condominium Declaration recorded June 11, 2007 under Auditor's File No. 200706110219;

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

Commonly known as: 310, 320, 333, 340 & 360 Cascade Place  
Burlington, WA 98233

which is subject to that certain Deed of Trust Security Agreement and Fixture filing with Assignment of Leases and Rents dated 10/17/2007, recorded 10/19/2007, under Auditor's File No. 200710190005, records of Skagit County, Washington, from Queen's Plate Development, Inc., a Washington Corporation, as Grantor(s), to Land Title Company of Skagit County, as Trustee, to secure an obligation "Obligation" in favor of ChinaTrust Bank (U.S.A.), a California chartered commercial bank, as Beneficiary, plus that Amendment to Deed of Trust, etc., which recorded 6/8/2009 under Auditor's File No. 200906080144 and those Modification of Deed of Trust which recorded 1/19/2011 under Auditor's File No. 201101190211 and 5/3/2011 under Auditor's File No. 201105030023,

\*The tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement or supersede the Property's full legal description provided herein.

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 Grantor's or Borrower's default on the Obligation.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:



201201050075  
Skagit County Auditor

Amount due to payoff by: 1/3/2012

Unpaid Principal Balance	\$10,053,109.63
Accrued Interest	\$297,224.11
Trustee's Expenses (Itemization)	
Trustee's Fee	\$13,566.39
Title Report	\$12,369.77
Statutory Mailings	\$63.00
Recording Costs	\$14.00
Posting/Publication/Sale Costs	\$175.00
Total Fees and Costs:	\$39,614.54
Total Amount Due:	\$10,376,521.90

Other known defaults as follows:

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$10,053,109.63, together with interest as provided in the Note or other instrument evidencing the Obligation from 6/30/2011, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

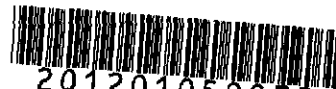
The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, expressed or implied, regarding title, possession or encumbrances or condition of the Property on 4/06/2012. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 4/05/2012, (1 day 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 the close of the Trustee's business on 4/05/2012 (1 day before the sale) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 4/05/2012 (1 day before the sale date) and before the sale, by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance by paying the entire balance of 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.

VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

Queen's Plate Development, Inc.  
300 West College Way  
Mt. Vernon, WA 98273

Queen's Plate Development, Inc.  
310-360 Cascade Place, #314  
Burlington, WA 98233



201201050075  
Skagit County Auditor

1/5/2012 Page 4 of 7 4:00PM

Occupants of the Premises  
310-360 Cascade Place, #314  
Burlington, WA 98233

John Rusin, Guarantor  
300 West College Way  
Mt. Vernon, WA 98273

John Rusin, Guarantor  
310-360 Cascade Place, #314  
Burlington, WA 98233

John Rusin, Guarantor  
1310 Tylor Road  
West Vancouver, Canada, BC V7S2L6

Hutzpah Holdings, LLC  
310-360 Cascade Place, #314  
Burlington, WA 98233

Queen's Plate Development, Inc.  
c/o Steven Schneider, Attorney at Law  
Murphy, Bantz & Bury, P.S.  
818 W. Riverside Ave., Ste. 631  
Spokane, WA 99201

Evelyn Rusin  
c/o Steven Schneider, Attorney at Law  
Murphy, Bantz & Bury, P.S.  
818 W. Riverside Ave., Ste. 631  
Spokane, WA 99201

Occupants of the Premises  
320 Cascade Place  
Burlington, WA 98233

Occupants of the Premises  
333 Cascade Place  
Burlington, WA 98233

Occupants of the Premises  
340 Cascade Place  
Burlington, WA 98233

Occupants of the Premises  
360 Cascade Place  
Burlington, WA 98233

by both first class and either certified mail, return receipt requested on 10/7/2011, proof of which is in the possession of the Trustee; and on 10/12/2011 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.



201201050075  
Skagit County Auditor

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 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.

NOTICE TO OCCUPANTS OR TENANTS – The purchaser at the Trustee's Sale is entitled to possession of the property on the 20<sup>th</sup> 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 20<sup>th</sup> 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 the tenant written notice in accordance with RCW 61.24.060.

XI.

NOTICE TO GUARANTORS – (1) Guarantors 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) Guarantors have 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) Guarantors 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 same debt; and (5) In any action for a deficiency, the guarantors 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.

The trustee's rules of auction may be accessed at [www.northwesttrustee.com](http://www.northwesttrustee.com) and are incorporated by this reference. You may also access sale status at [www.rsvpfoclosures.com](http://www.rsvpfoclosures.com) or call: 925-603-7342.



201201050075  
Skagit County Auditor


1/5/2012 Page

6 of

7 4:00PM

EFFECTIVE: 1/3/2012

Northwest Trustee Services, Inc., as Trustee

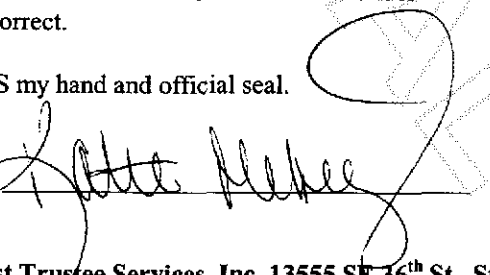
  
Amy Rigsby, Assistant Vice President  
13555 SE 36<sup>th</sup> St., Ste.100, Bellevue, WA 98006  
Phone: (925) 603-1000  
Fax: (925) 685-3735

State of California ) ss.  
County of Contra Costa)

On 1/4/2012 before me Katie Milnes, a Notary Public personally appeared Amy Rigsby who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



Northwest Trustee Services, Inc. 13555 SE 36<sup>th</sup> St., Ste.100, Bellevue, WA 98006, Phone: (925) 603-1000 Fax: (925) 685-3735

File No.: WCTB-066383  
Client: Chinatrust Bank (USA)  
Borrower: Queen's Plate Development, Inc., a Washington Corporation

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



201201050075  
Skagit County Auditor