

Recorded at the Request of:  
Michael D. Bohannon, PLLC  
P. O. Box 2326  
Poulsbo, WA 98370



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Skagit County Auditor

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### NOTICE OF TRUSTEE'S SALE

GUARDIAN NORTHWEST TITLE CO.

Reference No.: 200709240053  
Grantor: Maurer Enterprise Inc., a Washington corporation  
Grantee: Whidbey Island Bank  
Legal Description: Section 3, Township 34, Range 2; Ptn. SE SW  
Assessor's Tax Parcel No: 340203-3-020-0005 (19753)

102745

Pursuant to the Revised Code of Washington, Chapter 61.24:

I

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee (the "Trustee") will on **April 27, 2012 at 10:00 a.m.**, at the Skagit County Courthouse, located at 205 W. Kincaid Street, 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 property (the "Real Property"), situated in the County of Skagit, State of Washington:

**PARCEL "A":**

The North ½, EXCEPT the North 55 feet of the following described tract:

The West 165 feet of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 3, Township 34 North, Range 2 East, W.M.;

EXCEPT the North 40 feet thereof;

ALSO EXCEPT that portion conveyed to Skagit County for road purposes by deed recorded March 12, 1934, under Auditor's File No. 260772, records of Skagit County, Washington;

ALSO EXCEPT that portion conveyed to Skagit County for road by deed recorded March 31, 1998 under Auditor's File No. 9803310111, records of Skagit County, Washington.

PARCEL "B":

That certain tract of land in the Southeast ¼ of the Southwest ¼ of Section 3, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at the Northeast corner of the certain tract of land as conveyed to Ronald Closson by Statutory Warranty Deed recorded under Auditor's File No. 8106290044, records of Skagit County, Washington; thence South 1°06'09" West along the East line of said Closson Tract 55.02 feet to the true point of beginning; thence South 1°06'09" West along said East line, 228.33 feet to the Southeast corner of Closson Tract; thence North 89°55'37" East, 39.75 feet; thence North 1°06'09" East parallel with the East line of said Closson Tract, 228.43 feet; thence South 89°46'49" West 39.75 feet to the true point of beginning.

TOGETHER WITH all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties and profits relating to such real property, including without limitation all minerals, oil, gas, geothermal and similar matters; and

TOGETHER WITH all leases, rents and profits of the real property; and

TOGETHER WITH all equipment, fixtures and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the real property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) for any sale or other disposition of the property.

The Deed of Trust covers the above-described real property and personal property, together with and inclusive of the improvements and fixtures thereon and all leases, rents, issues and profits therefrom and thereon (collectively, the "Property").

The Property is subject to a Deed of Trust (the "Deed of Trust") recorded September 24, 2007, under recording no. 200709240053, records of Skagit County, Washington, from Maurer Enterprise Inc., a Washington corporation, ("Borrower" or "Grantor"), as grantor, in favor of Chicago Title Company, as initial Trustee, and Whidbey Island Bank ("Beneficiary") as beneficiary.

[Maurer #322-2]



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The Deed of Trust secures all of Borrower's obligations under that certain Promissory Note made and delivered by Borrower in favor of and payable to Beneficiary dated September 18, 2007, in the original principal amount of \$170,997.00 ("Note"). Beneficiary is the owner and holder of the Note and the other obligations secured by the Deed of Trust and is entitled to enforce same.

All obligations of Borrower owed to Beneficiary are guaranteed unconditionally by David J. Maurer under that certain Commercial Guaranty dated September 18, 2007.

Unless otherwise specified in any subsequent notice from Beneficiary or the trustee under the Deed of Trust, any trustee's sale held pursuant to this Notice of Default and any subsequent Notice of Trustee's Sale will be a unified sale of all of the Property, real and personal, pursuant to RCW 62A.9A.604(a)(2).

II

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligations secured by the Deed of Trust in any Court by reason of the Borrower's or Grantor's default on the obligations secured by the Deed of Trust.

III

The defaults for which this foreclosure is made are as follows. Failure to pay when due the following amounts which are now in arrears:

<b>CURRENTLY DUE TO REINSTATE AS OF JANUARY 5, 2012</b>		<b>AMOUNT</b>
Principal and interest payments		\$24,476.62
Late charges on above payments		2,554.99
<b>TOTAL</b>		<b>\$27,031.61</b>
<b>CHARGES, COSTS AND FEES</b>		
(a)	Attorneys' fees	\$770.00 (estimated)
(b)	Advances by Beneficiary	2,684.17
(c)	Trustee's fees	1,750.00
(d)	Trustee's sale guarantee	632.97
(e)	Service/posting of notices	260.00 (estimated)
(f)	Postage/copying expense	200.00 (estimated)
(g)	Recording fees	100.00 (estimated)
<b>TOTAL CHARGES, COSTS AND FEES</b>		<b>\$6,397.14 (estimated)</b>
<b>TOTAL ESTIMATED AMOUNT AS OF JANUARY 5, 2012</b>		<b>\$33,428.75 (estimated)</b>

The foregoing amounts will increase with the passage of time. You should contact the undersigned Trustee for a current reinstatement amount. If any other events of default under the Deed of Trust exist at any time prior to reinstatement, they must also be cured in order to reinstate the Deed of Trust.

[Maurer #322-3]



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IV

The sum owing on the obligations secured by the Deed of Trust is: Principal **\$164,825.94**, together with interest as provided in the underlying loan documents and such other costs and fees as are due under the Note and the other loan documents and as are provided by statute.

V

The above-described Property will be sold to satisfy the expense of sale and the obligations 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 **April 27, 2012**. The defaults referred to in Paragraph III must be cured before **April 16, 2012**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before **April 16, 2012**, the defaults as set forth in Paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time on or after **April 16, 2012**, 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 the Deed of Trust, and paying all other amounts owing on the obligations secured by the Deed of Trust.

VI

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower, Grantor and Guarantor at the following addresses:

Maurer Enterprise, Inc.  
("Borrower" or "Grantor")  
P.O. Box 82882  
Kenmore, WA 98028  
#322

Maurer Enterprise, Inc.  
c/o David J. Maurer, Registered Agent  
7601 NE Champagne Point Place  
Kirkland, WA 98034  
#322

David J. Maurer  
("Guarantor")  
7601 NE Champagne Point Place  
Kirkland, WA 98034  
#322

David J. Maurer  
P.O. Box 82882  
Kenmore, WA 98028  
#322

by both first class mail and certified mail on November 10, 2011, proof of which is in the possession of the Trustee; and on November 16, 2011 the written Notice of Default was posted in a conspicuous place on the Property described in paragraph I above, and the Trustee has possession of proof of such posting.

[Maurer #322-4]



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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.

Michael D. Bohannon, Trustee  
19586 10<sup>th</sup> Avenue NE, Suite 300  
P. O. Box 2326  
Poulsbo, WA 98370  
(360) 779-6665

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 a tenant with written notice in accordance with RCW 61.24.060.

XI

NOTICE TO GUARANTOR

The following notice is provided to David J. Maurer ("Guarantor") under that certain Commercial Guaranty dated September 18, 2007, under which Guarantor guaranteed the obligations secured by the Deed of Trust, in accordance with the terms of the Guaranty, in order to preserve the Beneficiary's rights under the Guaranty to the extent that any guaranteed obligations are owing by such Guarantor as of the date of any trustee's sale under the Deed of Trust:

[Maurer #322-5]



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