

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



2/28/2012 Page 1 of 5 1:20PM

NOTICE OF TRUSTEE'S SALE

GUARDIAN NORTHWEST TITLE CO.

Reference No.: 200604120139
Grantor: Alexander A. McLaren, as his separate estate 102699
Grantee: Whidbey Island Bank
Legal Description: Lots 9 and 10 and Ptn. Lot 8, Block 1001, "NORTHERN PACIFIC
ADDITION TO ANACORTES
Assessor's Tax Parcel No: 3809-001-010-0102 (P58139)

Pursuant to the Revised Code of Washington, Chapter 61.24:

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee (the "Trustee") will on **June 22, 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, situated in the County of Skagit, State of Washington:

Lots 8, 9 and 10, Block 1001, "NORTHERN PACIFIC ADDITION TO ANACORTES," according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington, EXCEPT the East ½ of said Lot 8.

Situate in the County of Skagit, State of Washington.

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

UNRECORDED
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 April 12, 2006, under recording no. 200604120139, records of Skagit County, Washington, from Alexander A. McLaren, as his separate estate, ("Borrower" or "Grantor"), as grantor, in favor of Chicago Title Company-Anacortes, as initial trustee, and Whidbey Island Bank ("Beneficiary") as beneficiary.

The Deed of Trust secures the obligations (as defined in the Deed of Trust), including but not limited to all of Borrower's obligations under that certain Promissory Note dated April 10, 2006, in the original principal amount of \$162,500.00, which Promissory Note was modified by that certain Change in Terms Agreement dated October 23, 2006, and further modified by that Change in Terms Agreement dated April 26, 2007, and further modified by that Change in Terms Agreement dated September 4, 2007, and further modified by that Change in Terms Agreement dated March 4, 2008, and further modified by that Change in Terms Agreement dated February 12, 2009, and further modified by that Change in Terms Agreement dated March 17, 2009, and further modified by that Change in Terms Agreement dated March 29, 2010, and further modified by that Change in Terms Agreement dated July 28, 2010, and further modified by that Change in Terms Agreement dated January 21, 2011, (collectively, the "Note"), executed by Borrower as maker in favor of Beneficiary as payee. The Beneficiary is the owner and holder of the Note and the other obligations secured by the Deed of Trust.

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:

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CURRENTLY DUE TO REINSTATE AS OF FEBRUARY 17, 2012		AMOUNT
Principal and interest payments		\$20,192.30
Late charges on above payments		810.91
TOTAL		\$21,003.21
CHARGES, COSTS AND FEES		
(a)	Attorneys' fees (Ch. 11 and lawsuit)	\$5,776.81
(b)	Advances by Beneficiary	350.00
(c)	Trustee's fees	1,750.00
(d)	Trustee's sale guarantee	696.81
(e)	Service/posting of notices	260.00 (estimated)
(f)	Postage/copying expense	250.00 (estimated)
(g)	Recording fees	100.00 (estimated)
TOTAL CHARGES, COSTS AND FEES		\$9,183.62 (estimated)
TOTAL ESTIMATED AMOUNT AS OF FEBRUARY 17, 2012		\$30,186.83 (estimated)

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.

IV

The sum owing on the obligations secured by the Deed of Trust is: Principal **\$98,277.36**, 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 **June 22, 2012**. The defaults referred to in Paragraph III must be cured before **June 11, 2012**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before **June 11, 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 **June 11, 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.

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VI

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

Alexander A. McLaren
1904 7th Street
Anacortes, WA 98221

by both first class mail and certified mail on January 4, 2012, proof of which is in the possession of the Trustee; and on January 12, 2012 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.

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 10th 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 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

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