

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



3/20/2012 Page 1 of 5 1:33PM

NOTICE OF TRUSTEE'S SALE

GUARDIAN NORTHWEST TITLE CO.

103096

Reference Number: 9905100147
Grantor: Michael L. Lunz, a single man
Grantee: Whidbey Island Bank
Legal Description: Section 3, Township 34, Range 2; Ptn. E ½ SE
Tax Parcel Number: 340203-4-003-0004 (P19764)
#047

Pursuant to the Revised Code of Washington, Chapter 61.24:

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee (the "Trustee") will on **July 13, 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:

That portion of the Northeast ¼ of the Southeast ¼ and the Southeast ¼ of the Southeast ¼ of Section 3, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southwest corner of said Northeast ¼ of the Southeast ¼;
thence North 01°50'50" East, 30.003 feet to the true point of beginning;
thence continuing North 01°50'50" East 604.380 feet, more or less, to the South line of State Highway No. 20;
thence South 60°20'14" East along the South line of said State Highway No. 20, 373.112 feet;
thence South 01°50'50" West 569.748 feet to the North line of Padilla Heights County Road;
thence North 87°33'29" West along the North line of said Padilla Heights County Road 30.002 feet;
thence North 01°50'50" East 143.196 feet;
thence North 88°55'24" West 300.027 feet to the point of beginning.

Being also known as Tract "B" of Survey recorded November 24, 1976, in Book 1 of Surveys, page 163, under Auditor's File No. 826580, records of Skagit County, Washington.

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

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 May 10, 1999, under recording no. 9905100147, records of Skagit County, Washington, from Michael L. Lunz, a single man, ("Borrower" or "Grantor"), as grantor, in favor of Land Title Company of Skagit County, 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 May 6, 1999, ("Note") in the original principal amount of \$150,000.00 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 and is entitled to enforce same.

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.

[Lunz 047-2]



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Skagit County Auditor

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:

CURRENTLY DUE TO REINSTATE AS OF MARCH 9, 2012		AMOUNT
Principal and interest payments		\$14,456.46
Late charges on above payments		100.22
TOTAL		14,556.68
CHARGES, COSTS AND FEES		
(a)	Attorneys' fees (Ch. 11 and lawsuit)	\$7,021.78
(b)	Advances by Beneficiary	350.00
(c)	Trustee's fees	1,500.00
(d)	Trustee's sale guarantee	584.28
(e)	Service/posting of notices	260.00 (estimated)
(f)	Postage/copying expense	179.00 (estimated)
(g)	Recording fees	100.00 (estimated)
TOTAL CHARGES, COSTS AND FEES		\$9,995.06 (estimated)
TOTAL ESTIMATED AMOUNT AS OF MARCH 9, 2012		\$24,551.74 (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.

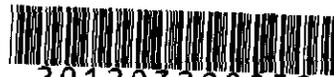
IV

The sum owing on the obligations secured by the Deed of Trust is: Principal **\$116,268.88**, 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 **July 13, 2012**. The defaults referred to in Paragraph III must be cured before **July 2, 2012**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before **July 2, 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 **July 2, 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.

[Lunz 047-3]



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VI

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

Michael L. Lunz
(Borrower/Grantor)
9859 Padilla Heights Road
Anacortes, WA 98221
#047

Michael L. Lunz
515 E. Fairhaven Avenue
Burlington, WA 98233
#047

Michael L. Lunz
14352 Lunz Road
Anacortes, WA 98221
#047

by both first class mail and certified mail on January 24, 2012, proof of which is in the possession of the Trustee; and on January 28, 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

[Lunz 047-4]



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