

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Skagit Law Group, PLLC
P.O. Box 336 / 227 Freeway Drive, Ste B
Mount Vernon, WA 98273



201205090041
Skagit County Auditor

5/9/2012 Page 1 of 8 11:11AM

AMENDED NOTICE OF TRUSTEE'S SALE

Reference Nos.: 200704050113 (Deed of Trust)
201012280164 (Assignment of Deed of Trust)
201012280226 (Appointment of Successor Trustee)
201108030087 (Notice of Trustee Sale)

Grantor (s): TRITON – AMERICA, LLC, a Washington
Limited Liability Company
SKAGIT LAW GROUP, PLLC, a Professional
Limited Liability Company, Successor Trustee

Grantee (s): THE PUBLIC
ALEXANDER MCLAREN, also shown of
record as ALEXANDER A. MCLAREN

Additional Grantor(s) on page(s):
Additional Grantee(s) on page(s):
Abbreviated Legal: Ptn Blk 16, Bowman's Central Ship
Harbor Waterfront Plat of Ana,
TGW ptn vac. Ave and interest to Tr. 17,
Plate 9 Anacortes Tide and Shorelands

Additional Legal on page(s): 2

Assessor's Tax Parcel No.: P121822 / 3776-016-013-0100

I

THIS AMENDED NOTICE OF TRUSTEE'S SALE amends and replaces that
Notice of Trustee's Sale recorded August 3, 2011 under Auditor's File No.
201108030087, records of Skagit County, Washington. Pursuant to RCW 61.24.130, the
Successor Trustee is setting the trustee's sale for **Friday, June 15, 2012, at the hour of
10:00 a.m.**, and giving notice thereof.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, June 15, 2012, at the hour of 10:00 a.m.**, at the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, in the City of 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, to-wit:

Lot 2 of Survey recorded June 21, 2004, under Skagit County Auditor's File No. 200406210184, being a portion of Block 16, "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT CO., WASHINGTON," as per plat recorded in Volume 2 of Plats, page 33, records of Skagit County, Washington, together with that portion of vacated "X" Avenue.

TOGETHER WITH an undivided 1/5 interest in Tract 17, "PLATE NO. 9 ANACORTES TIDE AND SHORE LANDS OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ANACORTES HARBOR", according to the official map thereof on file in the Office of the State Land Commissioner at Olympia, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated February 23, 2007 and recorded April 5, 2007 under Auditor's File No. 200704050113, records of Skagit County, Washington, which Deed of Trust is from Alexander McLaren, as Grantor, to Chicago Title Company, as Trustee, to secure an obligation in favor of TRITON ENGINEERING, INC., as Beneficiary, the beneficial interest in which was assigned to TRITON - AMERICA, LLC, a Washington Limited Liability Company, under that certain Assignment of Deed of Trust dated December 27, 2010 and recorded December 28, 2010 under Skagit County Auditor's File No. 201012280164. Skagit Law Group, PLLC is now Trustee by reason of an Appointment of Successor Trustee recorded December 28, 2010 under Auditor's File No. 201012280226, records of Skagit County, Washington.

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 when due the following amounts which are now in arrears:

Principal payment due as of February 28, 2008:	\$400,000.00
Accrued interest as of May 1, 2012:	<u>166,380.91</u>
Total:	\$566,380.91

Failure to pay the last half of 2010, 2011, and the first half of 2012 real property taxes.

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults. Any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

Other Default:

Action to Cure Default:

TAXES/ASSESSMENTS	Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current.
FAILURE TO INSURE PROPERTY AGAINST HAZARD	Deliver to Successor Trustee written proof that the property is insured against hazard as required by the Deed of Trust.
LIENS	Deliver to Successor Trustee written proof that all senior liens are paid current and that no other defaults exist.
JUDGMENTS	Deliver to Successor Trustee written proof that all senior judgments are paid current and that no other defaults exist.
WASTE	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.
UNAUTHORIZED SALE OF PROPERTY (DUE ON SALE)	Revert title to permitted vestee.



Costs and Fees:

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs, and fees:

Trustee's fee:	\$ 1,500.00
Attorney's fees:	28,356.00
U.S. Bankruptcy Court Pacer charges:	41.60
U. S. Bankruptcy Court filing fee – relief from stay	176.00
Trustee's Sale Guarantee:	1,861.04
Service/posting of foreclosure notices:	285.00
Long distance telephone charges:	25.00
Recording fees:	310.00
Mailing costs:	125.00
Photocopies:	20.00
Subtotal:	\$32,699.64

Total Current Estimated Amount: \$599,080.55

Additional Arrearages:

Accrued interest (5/2/2012 – 6/4/2012):	\$4,460.27
Subtotal:	\$603,540.82

Additional Costs and Fees:

Additional trustee's or attorney's fees:	-----
Publication costs:	\$1,200.00

Total Estimated Amount as of June 4, 2012: \$604,740.82

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of **\$400,000.00** as of August 30, 2008, together with interest as provided in the note or other instrument secured, 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 without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or



encumbrances on **June 15, 2012**. The default(s) referred to in paragraph III must be cured by **June 4, 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 **June 4, 2012** (11 days before the sale date) the default(s) as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after **June 4, 2012** (11 days before the sale date), 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 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 at the following addresses:

Alexander McLaren
1904 7th Street
Anacortes, WA 98221

Jane Doe McLaren
1904 7th Street
Anacortes, WA 98221

Alexander McLaren
107 5th Street
Anacortes, WA 98221

Jane Doe McLaren
107 5th Street
Anacortes, WA 98221

OCCUPANTS OF:
107 5th Street
Anacortes, WA 98221

by both first class and certified mail on February 14, 2011, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on February 15, 2011 with said written notice of default or the written notice of default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.



VII

A Notice of Trustee's Sale was executed by the Successor Trustee and filed of record on August 3, 2011 under Auditor's File No. 201108030087, official records of Skagit County, Washington. The Notice was mailed to all persons entitled to notice thereof and posted in compliance with the requirements of RCW Chapter 61.24.

VIII

On May 27, 2011, Grantor filed a petition for relief under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court, Western District of Washington at Seattle under case number 11-16387-KAO. As a result of the filing of such bankruptcy petition, the trustee's sale, as originally scheduled, was automatically stayed by Section 362 of the Bankruptcy Code. An Order of Dismissal was entered by the Bankruptcy Court dismissing the case on July 13, 2011.

IX

On August 18, 2011, Grantor filed a petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court, Western District of Washington as Seattle under case number 11-19860-TWD. As a result of the filing of such bankruptcy petition, the trustee's sale, as originally scheduled, was automatically stayed by Section 362 of the Bankruptcy Code. On December 19, 2011 an Order Granting Relief From Automatic Stay was entered.

X

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.

XI

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.

XII

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 waiver of any proper grounds for invalidating the Trustee's sale.



XIII

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 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.

XIV

NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the Guarantor 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) the Guarantor has 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) the Guarantor 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 Guarantor 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 failure of the Beneficiary to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the borrower or the Grantor, or the trustee's sale.

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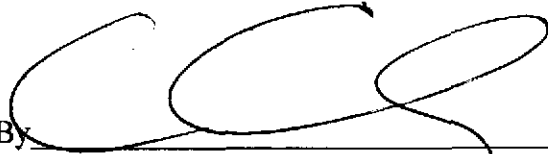
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This is an attempt to collect a debt and any information obtained will be used for that purpose.

DATED this 1st day of May, 2012.

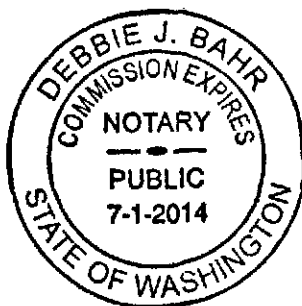
SKAGIT LAW GROUP, PLLC, a Professional
Limited Liability Company, Successor Trustee


By 
Craig E. Cammock, WSBA #24185, Member
227 Freeway Drive, Ste B/P. O. Box 336
Mount Vernon, WA 98273
Telephone: (360) 336-1000

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Craig E. Cammock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Skagit Law Group, PLLC, a Washington professional liability company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: May 1, 2012.




NOTARY PUBLIC
Printed Name: Debbie J. Bahr
My appointment expires: 07-01-2014