

Skagit County Auditor

5/24/2012 Page

1 of

5 11:50AM

LPSL Corporate Services, Inc. Successor Trustee Attn: Gregory R. Fox 1420 Fifth Avenue, Suite 4100 Seattle, WA 98101-2338

Return Address:

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET SEQ.

GRANTOR (TRUSTEE):

LPSL CORPORATE SERVICES, INC.

GRANTEE:

VINTAGE INVESTMENTS, INC.

ABBREV. LEGAL DESCRIPTION:

Lots 1-9, Anacortes SP-05-006; Ptn Gov. Lot 1 & NE 1/4 of

SE 1/4, 22-35-1 E W.M.

TAX PARCEL NUMBER(S):

350122-4-001-0001 (P130297); 350122-4-001-0002 (P130298); 350122-4-001-0003 (P130299); 350122-4-001-0004 (P130300); 350122-4-001-0004 (P130300);

350122-4-001-0005 (P130301); 350122-4-001-0006 (P130302); 350122-4-001-0007 (P130304); 350122-4-001-0008 (P130305);

350122-4-001-0009 (P130306)

AFFECTED DOCUMENTS:

200608090084; 201202290118

TO:

Vintage Investments, Inc.

Ronald A. Woolworth (Guarantor)

Other Parties in Interest

6569239 1ST AM 5/66

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or its designated representative will on the 24th day of August, 2012, at the hour of 10:00 a.m. at the main entrance of the Skagit County Courthouse, 205 West Kincaid, Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, that real property situated in Skagit County, State of Washington, which is more particularly described as:

Lots 1-9, inclusive, City of Anacortes Short Plat No. SP-05-006, recorded September 21, 2010, under Auditor's File No. 201009210052, being a portion of Section 22, Township 35 North, Range 1 East, W.M., records of Skagit County, Washington.

Situate in the City of Anacortes, 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); all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters; and all other Personal Property described in the Deed of Trust;

all of which is subject to that certain Construction Deed of Trust ("Deed of Trust") dated August 7, 2006, and recorded August 9, 2006 under Instrument No. 200608090084, records of Skagit County, Washington, from Vintage Investments, Inc., a Washington corporation, as Grantor under said Deed of Trust ("Grantor"), to Westward Financial Services Corporation, as Trustee, to secure an obligation in favor of Horizon Bank as Beneficiary. The Deed of Trust and the obligation secured thereby were assigned to Washington Federal by the Federal Deposit Insurance Corporation receivership of Horizon Bank, as memorialized by an Assignment of Deed of Trust, Mortgages and Other Loan Documents dated February 29, 2012, and recorded on February 29, 2012 under Instrument No. 201202290118, records of Skagit County, Washington. An Appointment of Successor Trustee appointing LPSL Corporate Services, Inc. as Successor Trustee was recorded on May 14, 2012 under Instrument No. 201205140117, 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 Grantor's default on the obligation secured by the Deed of Trust.

III.

The defaults for which this foreclosure is made are as follows:

Failure to pay the following amounts when due:

<u>Obligations</u>	Amount Outstanding

1. Unpaid matured principal balance (less LIP adjustment)

\$3,044,750.00

2. Unpaid interest through May 21, 2012

114934.0201/5384361.1

\$365,733.81

201205240044 Skagit County Auditor

-2-

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

(a)	Title report	\$5,008.58
(b)	Attorneys' fees	\$6,000.00
(c)	Service/Posting/Publishing/	\$2,500.00
Salahan Salahan	Notices of Default, Sale & Foreclosure	•
(d)	Postage and copying expenses	\$100.00
(e)	Recording fees	<u>\$10</u> 0.00
	Subtotal:	\$13,708.58

TOTAL:

\$3,424,192.39

IV.

The sum owing on the obligation secured by the Deed of Trust is: the unpaid principal balance (less LIP adjustment) of \$3,044,750.00, together with interest from August 22, 2011 as provided in the Promissory Note, and such other advances, costs and fees as are due and will come due under the Promissory Note or other instrument, and as provided by statute.

V.

The above-referenced real property will be sold to satisfy the expenses of sale and the obligation secured by said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrance on the 24th day of August, 2012. The sale may be terminated any time before the time of sale on the 24th day of August, 2012 (the sale date) by Grantor, or the Grantor's successor in interest 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, including, but not limited to, the Promissory Note and/or Deed of Trust.

VI.

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

Borrower and Grantor:

Vintage Investments, Inc.

P.O. Box 973

Anacortes, WA 98221

Borrower and Grantor:

Vintage Investments, Inc.

3014 Commercial Avenue, Suite D

Anacortes, WA 98221 -3-

114934.0201/5384361.1



Skagit County Auditor

5 11:50AM

Borrower and Grantor:

Vintage Investments, Inc.

c/o Stephen Mansfield, Registered Agent

3014 Commercial Avenue, #O

Anacortes, WA 98221

by both first class and certified mail on the 8th day of March, 2012, proof of which is in the possession of the Successor Trustee; and the Notice of Default was served on the Grantor and Borrower on the 9th day of March, 2012, proof of such service is in the possession of the Successor Trustee.

VII.

The Successor 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.

Special Notice to Guarantor

Pursuant to RCW 61.24.042, each Guarantor is hereby notified that: (1) each 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) each Guarantor has the same rights to pay the debt, cure the default, or repay the debt as is given to the Borrower and Grantor in order to avoid the Trustee's sale; (3) each 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, each Guarantor will have the right to establish the fair value of the subject property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit each Guarantor's 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.

201205240044 Skagit County Auditor

5/24/2012 Page

114934.0201/5384361.1

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

DATED: May <u>23</u>, 2012.

LPSL Corporate Services, Inc.

Successor Trustee

Gregory R. Fox, its Vice President

Address:

LPSL Corporate Services, Inc. 1420 Fifth Avenue, Suite 4100 Seattle, Washington 98101-2338

Phone: (206) 223-7000

STATE OF WASHINGTON

) ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Gregory R. Fox is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of LPSL Corporate Services, Inc. to be his free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

DATED: May 23, 2012.

NORBANIA NO NORBAN

Print Name: Ann C. Norby

NOTARY PUBLIC for the State of Washington, residing at Seattle

My appointment expires: 09/30/2013

201205240044 Skagit County Auditor

5/24/2012 Page

5 of

5 11:50AM