

Filed for Record at Request of:

Fairhaven Legal Associates  
P.O. Box 523  
Burlington, WA 98233



201206140096

Skagit County Auditor

6/14/2012 Page 1 of 5 2:20PM

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REFERENCE NUMBER OF RELATED DOCUMENT:	201101070150
GRANTOR:	Fairhaven Legal Associates
GRANTEE:	Blue Cow Carwash Inc.
ABBREVIATED LEGAL DESCRIPTION:	Section 4, Township 34, Range 2; Ptn, SW NW and NW SW
ASSESSOR'S TAX PARCEL NUMBER:	P19847

## NOTICE OF TRUSTEE'S SALE

### I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 14th day of September, 2012, at the hour of 10:00 o'clock a.m. at the main entrance of 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, situate in the County of Skagit, State of Washington, to-wit:

All that portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the West  $\frac{1}{4}$  corner of said Section 4;  
thence South  $1^{\circ}2'00''$  West 55.50 feet;  
thence South  $88^{\circ}52'00''$  East 139.76 feet to the true point of beginning;  
thence North for a distance of 158.58 feet, more or less, to the South line of State Highway right of way as conveyed to the State of Washington by deed recorded March 6, 1961, under Auditor's File No. 604860, records of Skagit County, Washington;

thence Southeasterly along the Southerly line of said State Highway for 308.27 feet, more or less, to a point 425.00 feet East of the West line of said Section 4; thence South to a point lying South 67°52'20" East from the true point of beginning; thence North 67°52'20" West a distance of 308.27 feet, more or less, to the point of beginning,

EXCEPT the West 65.00 feet thereof.

(Also known as Parcel A of "Blue Cow Carwash Boundary Line Adjustment Survey", approved September 14, 2010, recorded December 20, 2010, under Auditor's File No. 201012200179.)

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

Assessor's Tax/Parcel No.s: 340204-0-054-0009/P19847

More commonly known as: 12515 Christianson Rd., Anacortes, WA 98221

which is subject to that certain Deed of Trust dated December 31, 2010, recorded January 7, 2011, under Auditor's File No. 201101070150, records of Skagit County Washington, from Blue Cow Carwash, Inc., as Grantor to Guardian Northwest Title, as Trustee, which Trustee has been succeeded by DAVID L. DAY of Fairhaven Legal Associates P.S., to secure an obligation in favor of Columbia Bank, successor in interest to Summit Bank, as Beneficiary.

## 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 for which this foreclosure is made is/are as follows: For failure to pay when due the following amounts which are now in arrears, \$986,992.77, plus other charges, interest, costs and fees as set forth in the Notice of Foreclosure, and for other than payment of money such as nonpayment of Taxes.

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IV.

The sum owing on the obligation secured by the Deed of Trust is:

Principal \$986,992.77, together with interest as provided in the Note and such other costs and fees as are due under the Note and Deed of Trust 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 made without warranty, express or implied, regarding title, possession, or encumbrances on the 14th day of September, 2012. The default(s) referred to in paragraph III must be cured by the 3rd day of September, 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 before the 3rd day of September, 2012 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid.

The sale may be terminated by the Grantor anytime after the 3rd day of September, 2012 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor, or his 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 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 or his successor in interest at the following addresses:

Blue Cow Carwash Inc.  
Lawrence D. Nelson, Guarantor  
Amber L. Nelson, Guarantor  
12521 Christianson Rd.  
Anacortes, WA 98221

Blue Cow Carwash Inc.  
Lawrence D. Nelson, Guarantor  
Amber L. Nelson, Guarantor  
4592 S. Shore Drive  
Anacortes, WA 98221

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by both first class and certified mail on the 9th day of May, 2012, proof of which is in the possession of the Trustee; the Borrower and Grantor or his successor in interest was personally served on the 13th day of May, 2010 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.

The Trustee whose name and address is 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.

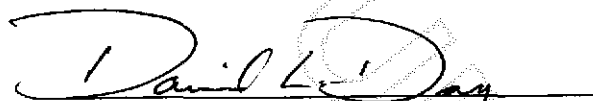
VIII.

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.

DATED this 14th day of June, 2010.

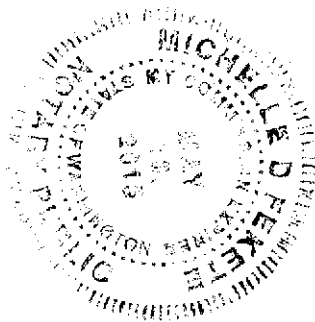
  
DAVID L. DAY, Successor Trustee  
POB 526  
Burlington, WA 98233  
(360) 755-0611



STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

THIS IS TO CERTIFY that on this 14th day of June, 2012, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared David L. Day to me known to be the President of Fairhaven Legal Associates, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Michelle D. Fennell

NOTARY PUBLIC for Washington.

My Commission Expires: 5/18/2015

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