



201206180174

Skagit County Auditor

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6 12:09PM

**Return Address:**

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

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**NOTICE OF TRUSTEE'S SALE**  
**PURSUANT TO THE REVISED CODE OF WASHINGTON**  
**CHAPTER 61.24 ET SEQ.**

GRANTOR (TRUSTEE):	LPSL CORPORATE SERVICES, INC.
GRANTEE:	HANSELL/MITZEL, LLC
ABBREV. LEGAL DESCRIPTION:	Div II, III, VI & VII of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT," Rec. No. 200512140111 and Future Div I and Tracts 900 & 901 of "HIGHLAND GREENS LU 04-093, FINAL PLAT OF DIVISION V," Rec. No. 200804070155
TAX PARCEL NUMBER(S):	340409-4-005-0600 (P124125); 340409-4-005-0800 (P124127); 4954-000-999-0000 (P127498); 4954-000-900-0000 (P127495); 4954-000-901-0000 (P127496)
AFFECTED DOCUMENTS:	200510120147; 200610230180; 200905280179; 200909010005

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TO: Hansell/Mitzel, LLC  
Jeffrey D. Hansell (Guarantor)  
Daniel R. Mitzel (Guarantor)  
Other Parties in Interest

4475360  
FIRST AM

6/18

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or its designated representative will on the **21<sup>st</sup> day of September, 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:

See Exhibit A.

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 (as modified, the "Deed of Trust") dated September 16, 2005, and recorded October 12, 2005 in the Official Records of Skagit County, Washington, under Instrument No. 200510120147, and all amendments and modifications thereto, from Hansell/Mitzel, LLC, a Washington limited liability company, 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 f/k/a Washington Federal Savings & Loan Association 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 March 3, 2010, and recorded March 9, 2010 under Instrument No. 201003090036, records of Skagit County, Washington. An Appointment of Successor Trustee appointing LPSL Corporate Services, Inc. as Successor Trustee was recorded July 6, 2010 under Instrument No. 201007060201, 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:

<u>Obligations</u>	<u>Amount Outstanding</u>
1. Unpaid matured principal balance	\$8,442,180.45
2. Unpaid interest through June 13, 2012	\$1,800,236.35
3. Unpaid late fees prior to maturity	\$9,339.15

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 and endorsements	\$8,844.27
(b) Attorneys' fees	\$14,000.00
(c) Service/Posting/Publishing/ Notices of Default, Sale & Foreclosure	\$2,500.00
(d) Postage and copying expenses	\$100.00
(e) Recording fees	\$100.00
Subtotal:	\$25,544.27



**TOTAL:**

**\$10,277,300.22**

**IV.**

The sum owing on the obligation secured by the Deed of Trust and subject to this foreclosure is: the unpaid principal balance of \$8,442,180.45, together with interest from August 28, 2009 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 **21<sup>st</sup> day of September, 2012**. The sale may be terminated any time before the time of sale on the **21<sup>st</sup> day of September, 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 Amended Notice of Default was transmitted by the Beneficiary to the Borrower and Grantor at the following addresses:

Grantor and Borrower: Hansell/Mitzel, LLC  
PO Box 2523  
Mount Vernon, WA 98273

Grantor and Borrower: Hansell/Mitzel, LLC  
dba Hansell Mitzel Homes  
PO Box 2523  
Mount Vernon, WA 98273

Grantor and Borrower: Hansell/Mitzel, LLC  
c/o Daniel R. Mitzel, Registered Agent  
1111 Cleveland Street  
Mount Vernon, WA 98273



Grantor and Borrower:

Mr. John R. Rizzardi  
Cairncross & Hempelmann PS  
524 2nd Avenue, Suite 500  
Seattle, WA 98104-2323

by both first class and certified mail on April 27, 2012, proof of which is in the possession of the Successor Trustee; and counsel for Borrower and Grantor accepted service of the written Amended Notice of Default on behalf of his client(s) on May 2, 2012, proof of which is also 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.

X.

NOTICE TO OCCUPANTS OR TENANTS. The purchaser at the Trustee's sale is entitled to possession of the property on the 20<sup>th</sup> 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 20<sup>th</sup> day following the sale, the purchaser has the right to evict occupants who are not tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

**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 reinstate the debt, cure the default, or repay the debt as is given to the Grantor



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

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land referred to in this notice is situated in the State of Washington, County of Skagit, and is described as follows:

**PARCEL "N":**

Division II and Division VII of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT", as per plat recorded as Skagit County Auditor's File No. 200612190063.

**PARCEL "O":**

Division III of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT", as per plat recorded as Skagit County Auditor's File No. 200612190063.

**PARCEL "P":**

Division VI of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT", as per plat recorded as Skagit County Auditor's File No. 200612190063.

**PARCEL "Q":**

Future Division I, "HIGHLAND GREENS LU 04-093, FINAL PLAT OF DIVISION V", as per plat recorded as Skagit County Auditor's File No. 200804070155; EXCEPT any portion thereof dedicated as North 30<sup>th</sup> Street; ALSO EXCEPT that portion thereof lying within Lots 1 through 20, inclusive, and Lots 79 through 114, inclusive, and road and alley rights-of-way appurtenant to said lots of Division I of "HIGHLAND GREENS, A PLANNED UNIT DEVELOPMENT", as per plat recorded as Skagit County Auditor's File No. 200612190063.

**PARCEL "S":**

Tract 900 of "HIGHLAND GREENS LU 04-093, FINAL PLAT OF DIVISION V", as per plat recorded as Skagit County Auditor's File No. 200804070155.

**PARCEL "T":**

Tract 901 of "HIGHLAND GREENS LU 04-093, FINAL PLAT OF DIVISION V", as per plat recorded as Skagit County Auditor's File No. 200804070155.

{end of Exhibit A}

