

AFTER RECORDING RETURN TO:

PHILLIP J. HABERTHUR
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660



201210110058
Skagit County Auditor

10/11/2012 Page 1 of 9 11:45AM

LAND TITLE OF SKAGIT COUNTY

143335-F

NOTICE OF TRUSTEE'S SALE

Grantor: DLK Investments, LLC
Beneficiary: KeyBank National Association
Abbreviated Legal: Sunset Industrial Park – S/P SW-01-93 BSP, Lot 10
Tax Parcel ID No.: (P105295) 8003-000-010-0009
Related Document Ref. No: 200705160077

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I.

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED Trustee, Phillip J. Haberthur, will on **Friday, January 18, 2013 at 10:00 A.M.** at the following location: The main entrance to the Skagit County Superior Courthouse, 205 W Kincaid, Mount Vernon, WA 98273, 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:

AS IN SAID DEED OF TRUST AND DESCRIBED ABOVE.

See attached Exhibits A and B

Commonly known as:
631 Sunset Park Dr.
Sedro-Woolley, WA 98284

The afore-described real property is subject to that certain Deed of Trust dated May 15, 2007, and recorded on May 16, 2007, under Auditor's File No. 200705160077, records of Skagit County, State of Washington from DLK Investments, LLC as Grantor to Chicago Title as Trustee, to secure an obligation in favor of KeyBank National Association, the Beneficiary.

Phillip J. Haberthur was appointed Successor Trustee on August 9, 2012 under Auditor's File No. 201208090055.

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, Grantor(s)' or any successor-in-interest'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 when due the following amounts which are now in arrears:

Principal Amount

Loan Balance (Matured on May 15, 2012): \$449,170.97

Interest (As of October 9, 2012): \$11,671.43

Principal and Interest Subtotal: \$460,842.40

Payment of 2011 and 2012 first-half general taxes of \$8,880.45 were not made pursuant to terms of the Promissory Note secured by the Deed of Trust. The amount in arrears is \$11,112.01, including penalties and interest as of October 8, 2012. **\$11,112.01**

Parcel No. P105295 (8003-000-010-0009)

2011 - \$7,423.99

2012 first-half - \$3,688.02

****NOTE: 2012 SECOND-HALF TAXES IN THE AMOUNT OF \$3,125.41
ARE DUE OCTOBER 31, 2012****

Costs and Fees

In addition to the amounts in arrears specified above, you are or may be obligated to pay the

2 - NOTICE OF TRUSTEE'S SALE (KEYBANK/DLK Investments)

PDX/027891/187591/RB/10235503.1



201210110058
Skagit County Auditor

following estimated charges, costs and fees to pay off the Deed of Trust.

Trustee's or Attorney's Fees	\$3,500.00
Trustee's Sale Guarantee	\$1,339.52
Service and Posting Fees	\$600.00
Recording Fees	\$250.00
Statutory Mailing Costs	\$250.00
Photocopies	<u>\$250.00</u>
Costs and Fees Subtotal:	<u>\$6,189.52</u>

TOTAL CURRENT ESTIMATED PAYOFF AMOUNT **\$478,143.93**
(As of October 9, 2012):

Note: The beneficiary's failure to include any existing default in the foregoing list is not intended to constitute a waiver of such default. The beneficiary reserves all rights regarding each and every default, whether known or unknown to beneficiary at this time.

The estimated additional amounts that will be due to pay off on January 7, 2013 (11 days before the sale date):

Additional Estimated Arrearages

Interest (October 10, 2012 – January 7, 2013):	\$7,051.36
Additional Arrearages Subtotal:	<u>\$7,051.36</u>

Additional Estimated Costs and Fees

Additional Trustees' or Attorneys' Fees	\$1,500.00
Publication Costs	\$2,500.00
Additional Costs and Fees Subtotal:	<u>\$4,000.00</u>

TOTAL ESTIMATED PAYOFF AMOUNT **\$489,195.29**
As of January 7, 2013 (11 days before the sale date):

3 - NOTICE OF TRUSTEE'S SALE (KEYBANK/DLK Investments)
PDX/027891/187591/RB/10235503.1



201210110058

Skagit County Auditor

IV.

The sum owing on the obligation secured by the Deed of Trust is Principal of \$449,170.97, together with interest as provided in the Note and such other costs and fees as are due under the Deed of Trust and as are provided by statute. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to the payoff payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect payoff. In addition, because some of the charges can only be estimated at this time and because the amount necessary to pay off may include presently unknown expenditures required to preserve the property, or to comply with state or local laws, it is necessary for you to contact the Trustee before the time you tender payoff so that you may be advised of the exact amount you will be required to pay. Tender of payment or performance must be in the full amount by certified funds or cash equivalent to the Trustee whose address is:

Phillip J. Haberthur
Schwabe, Williamson and Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

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 **Friday, January 18, 2013 at 10:00 A.M.** The default(s) referred to in Paragraph III must be cured by **Monday, January 7, 2013** (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 **Monday, January 7, 2013** (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 **Monday, January 7, 2013** (11 days before the sale date) and before the sale by the Borrower, Grantor(s), any Guarantor, any 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.

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

VI.

A written Notice of Default was transmitted by the Trustee to the Borrower, Grantor(s), Guarantor(s) and any successor at the following addresses:

4 - NOTICE OF TRUSTEE'S SALE (KEYBANK/DLK Investments)

PDX/027891/187591/RB/10235503.1



201210110058

Skagit County Auditor

DLK Investments, LLC
20917 NE 169th St.
Woodinville, WA 98077

DLK Investments, LLC
Danny Kirkpatrick, Registered Agent
18482 Peregrine Ln.
Mount Vernon, WA 98274

Danny Kirkpatrick (Guarantor)
20917 NE 169th St.
Woodinville, WA 98077

Danny Kirkpatrick (Guarantor)
18482 Peregrine Ln.
Mount Vernon, WA 98274

DLK Investments, LLC
631 Sunset Park Dr.
Sedro-Woolley, WA 98284

DLK Investments, LLC
Danny Kirkpatrick, Registered Agent
PO Box 2437
Mount Vernon, WA 98273

Danny Kirkpatrick (Guarantor)
631 Sunset Park Dr.
Sedro-Woolley, WA 98284

Danny Kirkpatrick (Guarantor)
PO Box 2437
Mount Vernon, WA 98273

by both first class and certified mail on August 9, 2012, proof of which is in the possession of the Trustee; and on August 17, 2012 Borrower, Grantor(s), Guarantor(s) and any successor in interest were personally served with said written Notice of Default, and the Trustee has possession of proof of such service and on August 17, 2012 the written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, proof of which is in the possession of the Trustee.

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.

VIII.

The effect of the sale will be to deprive the Grantor(s) and all those who hold by, though or under the Grantor(s) of all their interest in the above-described property.

IX.

Anyone having an objection to the sale on any grounds whatsoever are afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the Revised Code of Washington, Chapter 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale. Service of process of any lawsuit or legal action may be made on Phillip J. Habethur, Successor Trustee, whose address is 700 Washington Street, Suite 701, Vancouver, WA 98660.

5 - NOTICE OF TRUSTEE'S SALE (KEYBANK/DLK Investments)

PDX/027891/187591/RB/10235503.1



201210110058

Skagit County Auditor

X.

Notice to Occupants or Tenants:

The purchaser at the Trustee's Sale shall be entitled to possession of the property on the 20th day following the sale, as against the borrower and 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, who were given all of the notices to which they were entitled under this chapter. 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.

XI.

Notice to Guarantor:

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. 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 cost.

The Guarantor has the same rights to pay off the debt, cure the default, or repay the debt as is given to the Grantor(s) in order to avoid the Trustee's Sale. The Guarantor will have no right to redeem the property after the Trustee's Sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

XII.

Notice of Application on Senate Bill 5810:

Senate Bill 5810 became effective on July 26, 2009. Among other things, the Bill requires additional notices to be given to grantors of deeds of trust made from January 1, 2003 to December 31, 2007 that are recorded against owner-occupied residential real property as defined by Senate Bill 5810. Deeds of Trust that are recorded prior to or after the above-referenced time period are exempt from these additional notices. In addition, commercial loans as defined are exempt.

The Beneficiary categorizes the underlying loan as a commercial loan as defined by RCW 61.24.005(4). As such, the notice requirements of Senate Bill 5810 do not apply to this procedure. If you disagree with the categorization and you believe that additional requirements

6 - NOTICE OF TRUSTEE'S SALE (KEYBANK/DLK Investments)

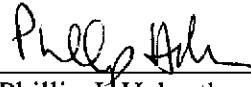
PDX/027891/187591/RB/10235503.1



201210110058
Skagit County Auditor

under Senate Bill 5810 apply, contact the undersigned at the address below, in writing, as soon as possible.

DATED this 10 day of October, 2012.



Phillip J. Haberthur, Successor Trustee
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

For further information please call Phillip J. Haberthur at (360) 694-7551.

STATE OF WASHINGTON)
): ss.
County of Clark)

I certify that I know or have satisfactory evidence that PHILLIP J. HABERTHUR is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as SUCCESSOR TRUSTEE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 10, 2012.



Printed Name Randi R Higbie
Notary Public in and for the State of Washington
My Commission/Appointment expires 4/15/13

RANDI R. HIGBIE
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
APRIL 15, 2013

7 - NOTICE OF TRUSTEE'S SALE (KEYBANK/DLK Investments)

PDX/027891/187591/RB/10235503.1



201210110058
Skagit County Auditor

EXHIBIT "A"

PARCEL "A":

Lot 10 of Binding Site Plan No. SW-01-93, Sunset Industrial Park, recorded in Volume 11 of Short Plats, pages 83 and 84, under Auditor's File No. 9406100051, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23, Township 35 North, Range 4 East, W.M., and Tracts 14 and 15, SEDRO ACREAGE, according to the plat thereof, recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across Sunset Park Drive, as shown on the face of said site plan.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

PARCEL "B":

An appurtenant non-exclusive easement for ingress, egress and utilities, as shown on the face of said Binding Site Plan.

Situated in the City of Sedro-Woolley, County of Skagit, State of Washington.



201210110058
Skagit County Auditor

EXHIBIT "B"

DESCRIPTION OF COLLATERAL

All of Grantor's right, title and interest, now owned or hereafter acquired, in and to the following property and rights as described in the Deed of Trust:

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Personal Property. The words "Personal Property" mean 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) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.



201210110058

Skagit County Auditor