Recorded at the Request of: Michael D. Bohannon, PLLC P. O. Box 2326 Poulsbo, WA 98370



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NOTICE OF TRUSTEE'S SALE

104465

Reference Number:

201108090037

GUARDIAN NORTHWEST TITLE CO.

Grantor: Grantee:

Michael K. Freeman and Leslie Freeman, husband and wife Whidbey Island Bank

Legal Description:

Unit 10-1, 48 Degrees North Hangar Condo

Tax Parcel Number:

4907-010-001-0000 (P129803)

Pursuant to the Revised Code of Washington, Chapter 61.24:

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee (the "Trustee") will on Friday, February 15, 2013 at 10:00 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 and personal property, situated in the County of Skagit, State of Washington:

Unit 10-1 of 48 Degrees North Hangar Condominium, a leasehold condominium, according to the Declaration of Condominium recorded on October 6, 2006, under Auditor's File No. 200610060089, records of Skagit County, Washington and the Survey Map and Plans thereof recorded October 6, 2006, under Auditor's File No. 200610060088, records of Skagit County, 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); and all other rights, royalties and profits relating to such real property, including without limitation all minerals, oil, gas, geothermal and similar matters;

TOGETHER WITH 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

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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) for any sale or other disposition of the property; and

TOGETHER WITH all of the Grantor's right, title, and interest in and to all leases, rents and profits of all of the real property. All of the above is collectively referred to as the "Property".

The tax parcel number and abbreviated legal description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

The Property is subject to a Deed of Trust recorded August 9, 2011 under recording no. 201108090037, as modified by that certain Modification of Deed of Trust recorded October 28, 2011 under recording no. 201110280025, records of Skagit County, Washington, (collectively, the "Deed of Trust"), from Michael K. Freeman and Leslie Freeman, husband and wife ("Borrower" or "Grantor"), as grantor, in favor of Reconveyance Professionals, Inc. as initial trustee, to secure an obligation in favor of Whidbey Island Bank (the "Beneficiary") as beneficiary.

The Deed of Trust secure the obligations (as defined in the Deed of Trust), including but not limited to all of Borrower's obligations under that certain Promissory Note ("Note") dated July 21, 2011, in the original principal amount of \$345,414.00, executed by Borrower as maker in favor of Beneficiary as payee. The Beneficiary is the owner and holder of the Note and the other obligations secured by the Deed of Trust and is entitled to enforce same.

Unless otherwise specified in any subsequent notice from Beneficiary or the Trustee under the Security Instruments, any Trustee's sale held pursuant to this Notice of Trustee's Sale and any subsequent Notice of Trustee's Sale will be a unified sale of all of the Property, real and personal, pursuant to RCW 62A.9A.604(a)(2).

IJ

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligations secured by the Deed of Trust in any Court by reason of the Borrower's or Grantor's default on the obligations secured by the Deed of Trust.

Ш

The defaults for which this foreclosure is made are as follows. Failure to pay when due the following amounts which are now in arrears:

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CURRENTLY DUE TO REINSTATE AS OF OCTOBER 29, 2012	AMOUNT
(a) Principal and interest payments	\$14,051.34
(b) Late charges on above payments	661.52
TOTAL	\$14,712.86
CHARGES, COSTS AND FEES	
(a) Attorneys' fees (RFS)	\$2,018.50
(b) Advances by Beneficiary	4,608.00 (estimated)
(c) Trustee's fees	2,000.00
(d) Trustee's sale guarantee	1,047.38
(e) Service/posting of notices	200.00 (estimated)
(f) Postage/copying expense	250.00 (estimated)
(g) Recording fees	100.00 (estimated)
TOTAL CHARGES, COSTS AND FEES	\$10,223.88 (estimated)
TOTAL ESTIMATED AMOUNT AS OF OCTOBER 29, 2012	\$24,936.74 (estimated)

The foregoing amounts will increase with the passage of time. You should contact the undersigned Trustee for a current reinstatement amount. If any other events of default under the Deed of Trust exist at any time prior to reinstatement, they must also be cured in order to reinstate the Deed of Trust.

IV

The sum owing on the obligations secured by the Deed of Trust is: Principal \$340,691.51, together with interest as provided in the underlying loan documents and such other costs and fees as are due under the Note and the other loan documents and as are provided by statute.

V

The above-described Property will be sold to satisfy the expense of sale and the obligations 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 February 15, 2013. The defaults referred to in Paragraph III must be cured before February 4, 2013, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before February 4, 2013, the defaults as set forth in Paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time on or after February 4, 2013, and before the sale by the Borrower, Grantor, any guarantors, 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 the Deed of Trust, and paying all other amounts owing on the obligations secured by the Deed of Trust.

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

Michael K. Freeman	Michael K. Freeman	Michael K. Freeman
Leslie K. Freeman	Leslie K. Freeman	Leslie K. Freeman
4010 Airport Road, Hanger #1	2428 Sundown Court, Apt. #302	4133 San Juan Blvd.
Anacortes, WA 98221	Anacortes, WA 98221	Anacortes, WA 98221

by both first class mail and certified mail on September 21, 2012, proof of which is in the possession of the Trustee; and on September 25, 2012 the written Notice of Default was posted in a conspicuous place on the Property described in paragraph I above, and the Trustee has possession of proof of such posting.

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.

Michael D. Bohannon, Trustee 19586 10th Avenue NE, Suite 300 P. O. Box 2326 Poulsbo, WA 98370 (360) 779-6665

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 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

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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.

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NOTICE TO GUARANTOR

(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 cure the default and 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.

DATED November / , 2012.

MICHAEL D. BOHANNON, Trustee

For further information please call (360) 779-6665

STATE OF WASHINGTON) : ss.

County of Kitsap)

On this day personally appeared before me MICHAEL D. BOHANNON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _/ day of November, 2012.

MELISSA S. COLLETTO NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCTOBER 19 , 2013 Melissa S. Colletto

NOTARY PUBLIC in and for the State of Washington

Residing at: Poulsbo, WA

My Commission Expires: 10/19/13

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