

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



201211020096  
Skagit County Auditor

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**NOTICE OF TRUSTEE'S SALE**

104465

**GUARDIAN NORTHWEST TITLE CO.**

Reference Number: 201108090037  
Grantor: Michael K. Freeman and Leslie Freeman, husband and wife  
Grantee: 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

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).

## II

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.

## 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:



<b>CURRENTLY DUE TO REINSTATE AS OF OCTOBER 29, 2012</b>		<b>AMOUNT</b>
(a)	Principal and interest payments	\$14,051.34
(b)	Late charges on above payments	661.52
<b>TOTAL</b>		<b>\$14,712.86</b>
<b>CHARGES, COSTS AND FEES</b>		
(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)
<b>TOTAL CHARGES, COSTS AND FEES</b>		<b>\$10,223.88 (estimated)</b>
<b>TOTAL ESTIMATED AMOUNT AS OF OCTOBER 29, 2012</b>		<b>\$24,936.74 (estimated)</b>

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.



VI

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

Michael K. Freeman  
Leslie K. Freeman  
4010 Airport Road, Hanger #1  
Anacortes, WA 98221

Michael K. Freeman  
Leslie K. Freeman  
2428 Sundown Court, Apt. #302  
Anacortes, WA 98221

Michael K. Freeman  
Leslie K. Freeman  
4133 San Juan Blvd.  
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 10<sup>th</sup> 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 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

[Freeman-4]



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