

Filed for Record at Request of:

Fairhaven Legal Associates  
P.O. Box 526  
Burlington, WA 98233



201301100110

Skagit County Auditor

1/10/2013 Page 1 of 5 2:33PM

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REFERENCE NUMBER OF RELATED DOCUMENT:	200805300084 (deed of trust)
GRANTOR:	Fairhaven Legal Associates
GRANTEE:	Jason R. Everett
	Public
ABBREVIATED LEGAL DESCRIPTION:	Ptn Tr. A, Ashley's Valley View
	Terrace Add. To Skagit County
ASSESSOR'S TAX PARCEL NUMBER:	P61894

## NOTICE OF TRUSTEE'S SALE

Amended

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 5<sup>th</sup> day of April, 2013, at the hour of 10:00 o'clock a.m. at the main entrance of the Skagit County Superior 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:

That portion of Tract "A", "ASHLEY'S VALLEY VIEW TERRANCE ADDITION TO SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 7 of Plats, page 43, records of Skagit County, Washington, lying Westerly of the following described line:

Beginning at the Southwest corner of Tract 13 in said Addition; thence North 0°10'06" West to the North line of said Tract "A" and the terminal point of said line,

EXCEPT from the above described tract that portion thereof described as follows:

Beginning at the Northeast corner of Tract 12 of said "ASHLEY'S VALLEY VIEW TERRANCE ADDITION TO SKAGIT COUNTY, WASHINGTON,"  
thence Northerly along the Westerly line of the County road known as Valley View Drive, a distance of 24 feet;  
thence South 89°54'56" West 145 feet, more or less, to a point that is North 0°10'06" West 24 feet from the Northwest corner of said Tract 12;  
thence South 0°10'06" East 24 feet to the Northwest corner of said Tract 12;  
thence North 89°54'56" East along the North line of said Tract 12 to the point of beginning.

Situate in the County of Skagit, State of Washington.

Assessor's Tax/Parcel No.s:3859-000-015-0009/P61894

More commonly known as: 3800 Francis Road, Mount Vernon, Washington.

which is subject to that certain Deed of Trust dated May 29, 2008, recorded on May 30, 2008 under Auditor's File No. 200805300084, records of Skagit County Washington, from Jason R. Everett, as Grantor to Land Title Company, 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, \$14,595.00 (monthly payments and late fees), plus other charges, costs and fees as set forth in the Notice of Foreclosure, and for other than payment of money such as nonpayment of Taxes.



IV.

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

Principal \$364,613.25, 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 5th day of April, 2013. The default(s) referred to in paragraph III must be cured by the 25<sup>th</sup> day of March, 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 before the 25th day of March, 2013 (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 25th day of March, 2013 (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:

TO: Jason R. Everett  
3418 Deer Trails Lane  
Bow, WA 98232

Jason R. Everett  
3800 Francis Road  
Mount Vernon, WA 98273



by both first class and certified mail on the 19th day of November, 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 19 day of November, 2012 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.

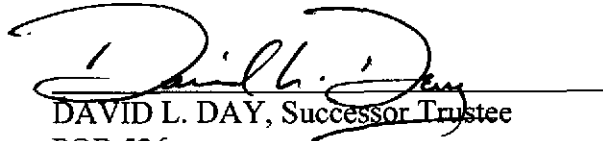
X.

**NOTICE TO OCCUPANTS OR TENANTS**

The purchaser at the trustee's sale is entitled to possession of the property on the twentieth 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 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.



DATED this 10th day of January, 2013.


  
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 10th day of January, 2013, 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.



  
NOTARY PUBLIC for Washington.  
My Commission Expires: 5/18/2015

