



201301250183

Skagit County Auditor

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When recorded, mail to:

REGIONAL TRUSTEE SERVICES CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104

LAND TITLE OF SKAGIT COUNTY

Trustee's Sale No: 01-CM-124045

144876-FA



NOTICE OF TRUSTEE'S SALE

Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq.

TO: YOSEMITE MANAGEMENT GROUP, LLC.
THE GERALD AND KARANE FISCHER TRUST
GERALD FISCHER
KARANE FISCHER
CHARLES FISCHER
CHRISTINA FISCHER
THOMAS FISCHER
LESLIE FISCHER
STEVEN FISCHER
MELISSA FISCHER
LLOYD FISCHER
SHIRLEY FISCHER

NOTICE IS HEREBY GIVEN that the undersigned Trustee, REGIONAL TRUSTEE SERVICES CORPORATION, will on **May 3, 2013**, at the hour of **10:00 AM**, at **AT THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE, 205 W. KINCAID STREET, MOUNT VERNON, WA**, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAGIT, State of Washington:

LOTS 1-6, PTN LOT 7, BLK 2, BEALE'S MAPLE GROVE ADD, SKAGIT COUNTY, WASHINGTON AS MORE FULLY DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

Tax Parcel No: 3775-002-007-0006 (P56583), commonly known as 3402 COMMERCIAL AVENUE, ANACORTES, WA.

The Property is subject to that certain (i) Deed of Trust dated 11/14/2006, recorded 11/16/2006, under Auditor's/Recorder's No. 200611160143, records of SKAGIT County, Washington, from YOSEMITE MANAGEMENT GROUP, LLC, as Grantor, to FIRST AMERICAN TITLE OF SKAGIT COUNTY, as Trustee,

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in favor of PEOPLES BANK, as Beneficiary (ii) Loan Agreement dated 11/14/2006 by Yosemite Management Group, LLC, as borrower and Peoples Bank, as lender (iii) Commercial Guaranty dated 11/14/2006 by Yosemite Management Group, LLC, as borrower, The Gerald and Karane Fischer Trust, as guarantor in favor of Peoples Bank, as lender (iv) Commercial Guaranty dated 4/18/2005 by Yosemite Management Group, LLC, as borrower, Gerald Fischer, as guarantor in favor of Peoples Bank, as lender (v) Commercial Guaranty dated 4/18/2005 by Yosemite Management Group, LLC, as borrower, Karane Fischer, as guarantor in favor of Peoples Bank, as lender (vi) Commercial Guaranty dated 4/18/2005 by Yosemite Management Group, LLC, as borrower, Charles Fischer, as guarantor in favor of Peoples Bank, as lender (vii) Commercial Guaranty dated 4/18/2005 by Yosemite Management Group, LLC, as borrower, Christina Fischer, as guarantor in favor of Peoples Bank, as lender (viii) Commercial Guaranty dated 4/18/2005 by Yosemite Management Group, LLC, as borrower, Thomas Fischer, as guarantor in favor of Peoples Bank, as lender (ix) Commercial Guaranty dated 4/18/2005 by Yosemite Management Group, LLC, as borrower, Leslie Fischer, as guarantor in favor of Peoples Bank, as lender (x) Commercial Guaranty dated 4/18/2005 by Yosemite Management Group, LLC, as borrower, Steven Fischer, as guarantor in favor of Peoples Bank, as lender (xi) Commercial Guaranty dated 4/18/2005 by Yosemite Management Group, LLC, as borrower, Lloyd Fischer, as guarantor in favor of Peoples Bank, as lender (xii) Commercial Guaranty dated 4/18/2005 by Yosemite Management Group, LLC, as borrower, Shirley Fischer, as guarantor in favor of Peoples Bank, as lender. The above documents are herein collectively referred to as the "Deed of Trust". The beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by PEOPLES BANK.

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(s) for which this foreclosure is/are made are as follows:

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 10/20/2012, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH. IN ADDITION, THE BENEFICIARY WILL REQUIRE AS A CONDITION TO REINSTATEMENT THAT YOU PROVIDE RELIABLE WRITTEN EVIDENCE THAT ALL PROPERTY TAXES AND HAZARD INSURANCE PREMIUMS ARE PAID CURRENT AS PROVIDED IN THE DEED OF TRUST.

Failure to pay when due the following amounts which are now in arrears:

	Amount due as of February 1, 2013
Delinquent Payments from October 20, 2012	
4 payments at \$ 2,987.00 each	\$ 11,948.00
Late Charges:	\$ 300.00
Legal Fees:	\$ 1,804.00
TOTAL:	\$ 14,052.00



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IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$483,063.96, together with interest as provided in the note or other instrument secured, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V

The above described real property will be sold to satisfy the expenses 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 May 3, 2013. The default(s) referred to in paragraph III must be cured by April 22, 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 April 22, 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 at any time after April 22, 2013, (11 days before the sale date) and before the sale, by the Borrower, Grantor, any Guarantor 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, Grantor and Guarantor at the following addresses:

CHARLES FISCHER, 8 RIALTO DRIVE, WATSONVILLE, CA, 95076
CHARLES FISCHER, 2121 STONERIDGE DRIVE, WATSONVILLE, CA, 95076
CHRISTINA FISCHER, 2121 STONERIDGE DRIVE, WATSONVILLE, CA, 95076
CHRISTINA FISCHER, 8 RIALTO DRIVE, WATSONVILLE, CA, 95076
GERALD FISCHER, 133 ANDERSON DR, WATSONVILLE, CA, 95076
GERALD FISCHER, TRUSTEE, THE GERALD AND KARANE FISCHER TRUST, 133 ANDERSON DR, WATSONVILLE, CA, 95076
KARANE FISCHER, 133 ANDERSON DR, WATSONVILLE, CA, 95076
KARANE FISCHER, TRUSTEE, THE GERALD AND KARANE FISCHER TRUST, 133 ANDERSON DR, WATSONVILLE, CA, 95076
LESLIE FISCHER, 18 E FIFTH STREET, WATSONVILLE, CA, 95076
LLOYD FISCHER, 1302 ANTON PL, AROMAS, CA, 95004
MELISSA FISCHER, 1968 LOMA VISTA CT, WATSONVILLE, CA, 95076
SHIRLEY FISCHER, 1302 ANTON PL, AROMAS, CA, 95004
SPOUSE OF STEVEN FISCHER, 1968 LOMA VISTA CT, WATSONVILLE, CA, 95076
STEVEN FISCHER, 1968 LOMA VISTA CT, WATSONVILLE, CA, 95076
THE GERALD AND KARANE FISCHER TRUST, 133 ANDERSON DR, WATSONVILLE, CA, 95076
THOMAS FISCHER, 18 E FIFTH STREET, WATSONVILLE, CA, 95076
YOSEMITE MANAGEMENT GROUP, LLC, 11128 HWY 140, EL PROTAL, CA, 95318
YOSEMITE MANAGEMENT GROUP, LLC, ATTN: C T CORPORATION SYSTEM, REGISTERED AGENT, 1801 WEST BAY DR NW, STE 206, OLYMPIA, WA, 98502
YOSEMITE MANAGEMENT GROUP, LLC, 3402 COMMERCIAL AVENUE, ANACORTES, WA, 98221
YOSEMITE MANAGEMENT GROUP, LLC, 1205 FREEDOM BLVD, SUITE 2, WATSONVILLE, CA, 95076
YOSEMITE MANAGEMENT GROUP, LLC, 4999 HWY 140, MARIPOSA, CA, 95338
YOSEMITE MANAGEMENT GROUP, LLC, P.O. BOX 1989, MARIPOSA, CA, 95338

by both first class and certified mail on 12/13/2012, proof of which is in the possession of the Trustee; and on 12/13/2012, the Borrower and Grantor were personally served with said written notice of default or the



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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's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 and all those who hold by, through or under the Grantor of all of 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 same 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 following the sale the purchaser has the right to evict occupants who are not tenants by summary proceeding under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with section 2 of this act.

XI

The obligation secured by the Deed of Trust being foreclosed herein was not incurred primarily for personal, family or household purposes. Pursuant to RCW 61.24.100, the subject foreclosure does not preclude any judicial or non-judicial foreclosure of any other deeds of trust, mortgage, security agreements or other security interests granted to secure this obligation. The Beneficiary hereby reserves its right to foreclose any or all additional security.

XII

NOTICE TO GUARANTORS

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.

The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the Trustee's Sale.



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The Guarantor will have no rights to redeem the property after the Trustee's Sale.

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.

In any action for 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: 1/24/2013

REGIONAL TRUSTEE SERVICES CORPORATION
Trustee

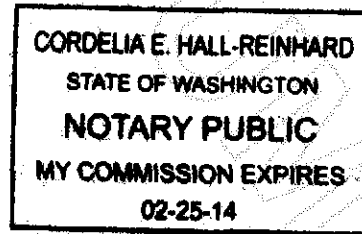
By *Lisa Hackney*
LISA HACKNEY, AUTHORIZED AGENT
Address: 616 1st Avenue, Suite 500
Seattle, WA 98104
Phone: (206) 340-2550
Sale Information: www.rtrustee.com

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On 1/24/2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LISA HACKNEY, to me known to be the AUTHORIZED AGENT of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Witness my hand and seal the day and year first above written.

C. E. Reinhard
Notary Public residing at Seattle, WA
Printed Name: Cordelia E. Hall-Reinhard
My Commission Expires: 2/25/14



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EXHIBIT 'A'
Trustee's Sale No. 01-CM-124045

LOTS 1, 2, 3, 4, 5, 6, AND THE EAST 23 FEET OF LOT 7, BLOCK 2, "BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH ALL THAT PORTION OF THE NORTH 1/2 OF THE VACATED ALLEY AS WOULD ATTACH BY OPERATION OF LAW.

SITUATE IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT

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 the real property, including without limitation all minerals, oil, gas, geothermal and similar matters.

Together with all of the Grantor's right, title and interest in and to all leases, Rents and profits of the Property.

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) from any sale or other disposition of the Property.



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