

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



201303220145
Skagit County Auditor

3/22/2013 Page 1 of 6 3:19PM

NOTICE OF TRUSTEE'S SALE

GUARDIAN NORTHWEST TITLE CO.

Reference Number: 200807180109
Grantor: Fairy Godmother Unlimited LLC, a Washington limited liability company
Grantee: Whidbey Island Bank
Legal Description: Ptn. of Lot 12, Block S, MAP OF LACONNER
Tax Parcel Number: 4123-019-012-0000(P74072)

Pursuant to the Revised Code of Washington, Chapter 61.24:

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee (the "Trustee") will on **Friday, July 12, 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:

The West 60 feet of Lot 12, Block S, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, Page 49, 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 July 18, 2008, under recording no. 200807180109, and an Assignment of Rents recorded July 18, 2008 under recording no. 200807180110, records of Skagit County, Washington, (collectively, the "Deed of Trust"), from Fairy Godmother Unlimited LLC, a Washington limited liability company ("Borrower" or "Grantor") as Grantor, in favor of Land Title Company-Burlington 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 U.S. Small Business Administration Note ("SBA Note") dated July 18, 2008, in the principal amount of \$238,000.00, which SBA Note was modified by that certain Change in Terms Agreement dated February 2, 2011, executed by Borrower as maker in favor of Beneficiary as payee. The Beneficiary is the owner and holder of the SBA Note and the other obligations secured by the Deed of Trust.

All obligations of Borrower owed to the Beneficiary are guaranteed unconditionally by Thomas J. Hill and Lisa M. Jensen-Hill (collectively, the "Guarantors") under those certain U.S. Small Business Administration Unconditional Guarantees dated July 18, 2008, (collectively, the "Guarantees").

Unless otherwise specified in any subsequent notice from Beneficiary or the Trustee under the Deed of Trust, 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:

[Fairy Godmother Unlimited LLC-2]



201303220145
Skagit County Auditor

CURRENTLY DUE TO REINSTATE AS OF MARCH 20, 2013		AMOUNT
(a)	Principal and interest payments 12/18/12 to 3/18/13	\$6,138.04
(b)	Late charges on above payments	964.34
TOTAL		\$7,102.38
CHARGES, COSTS AND FEES		
(a)	Attorneys' fees	\$137.50
(b)	Advances by Beneficiary	0.00 (estimated)
(c)	Trustee's fees	1,750.00
(d)	Trustee's sale guarantee	813.67
(e)	Service/posting of notices	160.00 (estimated)
(f)	Postage/copying expense	250.00 (estimated)
(g)	Recording fees	100.00 (estimated)
TOTAL CHARGES, COSTS AND FEES		\$3,211.17 (estimated)
TOTAL ESTIMATED AMOUNT AS OF MARCH 20, 2013		\$10,313.55 (estimated)

Other potential defaults do not involve payment to the Beneficiary of the obligation secured by the Deed of Trust. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which are or may be applicable. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

Non-payment of Taxes/Assessments

Default under any senior liens

Failure to insure property against hazard

Waste

Unauthorized sale of property (Due on Sale)

ACTION NECESSARY TO CURE

Deliver to Trustee written proof that all taxes and assessments against the property are paid current.

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.

Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust.

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.

Revert title to permitted vestee.

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 **\$221,890.84**, together with interest as provided in the underlying loan documents and such other costs and fees as are due under the SBA 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 **July 12, 2013**. The defaults referred to in Paragraph III must be cured before **July 1, 2013**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before **July 1, 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 **July 1, 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, Grantor and Guarantors at the following addresses:

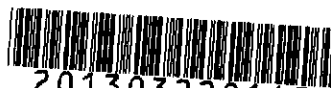
Fairy Godmother Unlimited LLC
705 S. First Street
La Conner, WA 98257

Fairy Godmother Unlimited LLC
Attn: Lisa M. Jensen-Hill
Registered Agent
705 S. First Street
La Conner, WA 98257

Thomas J. Hill
Lisa M. Jensen-Hill
1702 Meadow Drive
Mount Vernon, WA 98273

Fairy Godmother Unlimited LLC
P.O. Box 672
La Conner, WA 98257

by both first class mail and certified mail on February 19, 2013, proof of which is in the possession of the Trustee; and on February 20, 2013, 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, PLLC, 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 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 GUARANTORS

(1) The Guarantors 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 Guarantors have 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 Guarantors 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;

[Fairy Godmother Unlimited LLC-5]



201303220145
Skagit County Auditor

and (5) in any action for a deficiency, the Guarantors 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 March 21, 2013.

MICHAEL D. BOHANNON, PLLC, Trustee


MICHAEL D. BOHANNON, Manager

For further information please call (360) 779-6665

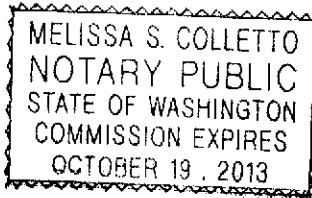
STATE OF WASHINGTON)

: ss.

County of Kitsap)

I certify that I know or have satisfactory evidence that MICHAEL D. BOHANNON is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledge it as the Managing Member of Michael D. Bohannon, PLLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 21 day of March, 2013.





Printed Name: Melissa S. Colletto

NOTARY PUBLIC in and for the State of Washington

Residing at: Poulsbo, WA

My Commission Expires: 10/19/13

