

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



201303220146  
Skagit County Auditor  
3/22/2013 Page 1 of 8 3:19PM

### NOTICE OF TRUSTEE'S SALE

GUARDIAN NORTHWEST TITLE CO.

Reference Number: 9905100147  
Grantor: Michael L. Lunz, a single man  
Grantee: Whidbey Island Bank  
Legal Description: Section 3, Township 34, Range 2; Ptn. SE SE  
Tax Parcel Number: 340203-4-003-0004 (P19764)  
#047

103096

Pursuant to the Revised Code of Washington, Chapter 61.24:

I

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee (the "Trustee") will on **July 12, 2013 at 10:15 a.m.**, at 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:

That portion of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 34 North, Range 2 East, W.M., described as follows:

Commencing at the Southwest corner of said Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence North  $01^{\circ}50'50''$  East, 30.003 feet to the true point of beginning; thence continuing North  $01^{\circ}50'50''$  East 604.380 feet, more or less, to the South line of State Highway No. 20; thence South  $60^{\circ}20'14''$  East along the South line of said State Highway No. 20, 373.112 feet; thence South  $01^{\circ}50'50''$  West 569.748 feet to the North line of Padilla Heights County Road; thence North  $87^{\circ}33'29''$  West along the North line of said Padilla Heights County Road 30.002 feet; thence North  $01^{\circ}50'50''$  East 143.196 feet; thence North  $88^{\circ}55'24''$  West 300.027 feet to the point of beginning.

Being also known as Tract "B" of Survey recorded November 24, 1976, in Book 1 of Surveys, page 163, under Auditor's File No. 826580.

Situate in the County of Skagit, State of 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; and

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.

The Deed of Trust covers the above-described real property and personal property, together with and inclusive of the improvements and fixtures thereon and all leases, rents, issues and profits therefrom and thereon (collectively, 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 (the "Deed of Trust") recorded May 10, 1999, under recording no. 9905100147, records of Skagit County, Washington, from Michael L. Lunz, a single man ("Borrower" or "Grantor"), as Grantor, in favor of Land Title Company of Skagit County, as initial Trustee, and Whidbey Island Bank ("Beneficiary") as Beneficiary.

The Deed of Trust secures the obligations (as defined in the Deed of Trust), including but not limited to all of Borrower's obligations under that certain Promissory Note dated May 6, 1999, ("Note") in the principal amount of \$150,000.00 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 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).

[Lunz 047-2]



201303220146  
Skagit County Auditor

3/22/2013 Page

2 of

6 3:19PM

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 MARCH 20, 2013</b>		<b>AMOUNT</b>
(a)	Principal and interest payments 1/7/13 to 3/7/13	\$2,333.93
(b)	Late charges on above payments	0.00
<b>TOTAL</b>		<b>\$2,333.93</b>
<b>CHARGES, COSTS AND FEES</b>		
(a)	Attorneys' fees	\$82.50
(b)	Advances by Beneficiary	0.00 (estimated)
(c)	Trustee's fees	1,750.00
(d)	Trustee's sale guarantee	32.46
(e)	Service/posting of notices	129.00 (estimated)
(f)	Postage/copying expense	160.00 (estimated)
(g)	Recording fees	100.00 (estimated)
<b>TOTAL CHARGES, COSTS AND FEES</b>		<b>\$2,253.96 (estimated)</b>
<b>TOTAL ESTIMATED AMOUNT AS OF MARCH 20, 2013</b>		<b>\$4,587.89 (estimated)</b>

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

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.

[Lunz 047-3]



201303220146

Skagit County Auditor

Waste

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

Unauthorized sale of property (Due on Sale)

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 **\$99,956.79**, 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 **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 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 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 L. Lunz  
9859 Padilla Heights Road  
Anacortes, WA 98221  
#047

Michael L. Lunz  
14352 Lunz Road  
Anacortes, WA 98221  
#047

Occupant  
9859 Padilla Heights Road  
Anacortes, WA 98221  
#047

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.

[Lunz 047-4]



201303220146  
Skagit County Auditor

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 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 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;

[Lunz 047-5]



201303220146  
Skagit County Auditor

