

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Assayag Mauss, LLP
2018 – 156th Ave. NE, Suite 100
Bellevue, WA 98007



201311260073

Skagit County Auditor \$77.00
11/26/2013 Page 1 of 6 3:19PM

201305230114
Grantor: Babbitt Properties, L.L.C.
Grantee (Beneficiary): Union Bank, N.A., successor-in-interest to the FDIC as Receiver of Frontier Bank
Legal Description (Abbreviated): Ptn Gov. Lot 7, 30-35-5 E W.M. (more fully described in pages 1 and 2 below)
Assessor's Tax I.D. #: 350530-0-029-0104 P40396
Reference No. Documents Released or Assigned: N/A
200311200103 LAND TITLE OF SKAGIT COUNTY
145192-F

FIRST AMENDED NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington 61.24

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, ASSAYAG MAUSS, LLP, will on **December 13, 2013**, at the hour of **10:00 AM**, at the Main Entrance to the Skagit County Courthouse, 205 West Kincaid Street, Mt Vernon, WA 98273, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington (the "Property"):

THAT PORTION OF THE EAST 80 FEET OF THE WEST 240 FEET OF GOVERNMENT LOT 7, SECTION 30, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., LYING NORTHERLY OF SOUTH SKAGIT HIGHWAY NO. 360 AS CONVEYED TO SKAGIT COUNTY BY DEED DATED AUGUST 20, 1948, RECORDED MARCH 18, 1949, UNDER AUDITOR'S FILE NO. 429114,

EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE FORMER PUGET SOUND AND CASCADE RAILWAY COMPANY RIGHT OF WAY CONVEYED TO SAID COMPANY BY DEED DATED JULY 27, 1912, RECORDED JULY 29, 1912, UNDER AUDITOR'S FILE NO. 93312 IN VOLUME 90 OF DEEDS, PAGE 350, SUBSEQUENTLY CONVEYED BY SAID COMPANY TO SKAGIT COUNTY BY DEED DATED JULY 31, 1946, RECORDED OCTOBER 27, 1947, UNDER AUDITOR'S FILE NO. 410435,

ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN BOUNDARIES OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT 7, AND THE NORTH LINE OF THE SOUTH SKAGIT HIGHWAY NO. 360; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID SOUTH SKAGIT HIGHWAY, A DISTANCE OF 83.01 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUED NORTHEASTERLY ALONG THE NORTH LINE OF SAID SOUTH SKAGIT HIGHWAY A DISTANCE OF 83.01 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 7 TO THE SKAGIT RIVER; THENCE WESTERLY ALONG THE SKAGIT RIVER TO A POINT THAT BEARS NORTH 0°14'43" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°14'43" EAST TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

*The Property or its address is commonly known as
24525 S Skagit Highway, Sedro-Woolley, WA 98284.*

The identification numbers for the Property are P40396 and 350530-0-029-0104.

The Property is subject to that certain Deed of Trust dated November 20, 2003, executed by Babbitt Properties, L.L.C., as Grantor, to Land Title Company of Skagit County, as Trustee, in favor of Frontier Bank, as Beneficiary, recorded on November 20, 2003, as Instrument No. 200311200103 in the official records of Skagit County, Washington, to secure an obligation to Frontier Bank. An Assignment of Deed of Trust was recorded in the official records of Skagit County, Washington on April 10, 2013 as Recording No. 201304100027, which named Union Bank, N.A., successor-in-interest to the FDIC as Receiver for Frontier Bank, as Beneficiary of the Deed of Trust. Beneficiary duly appointed Assayag Mauss, LLP as Successor Trustee as evidenced by the Appointment of Successor Trustee recorded in the official records of Skagit County, Washington on October 31, 2013 as Instrument No. 201310310078.

THE SKAGIT COUNTY TAX COLLECTOR DISCLOSES SAID LAND TO CONTAIN ONE OR MORE MOBILE HOME(S). DIRECTIONS TO THE PROPERTY CAN BE OBTAINED PURSUANT TO A WRITTEN REQUEST SUBMITTED TO THE BENEFICIARY WITHIN 10 DAYS OF THE FIRST PUBLICATION OF THIS FIRST AMENDED NOTICE OF TRUSTEE'S SALE AT THE FOLLOWING ADDRESS: UNION BANK, N.A., c/o MATTHEW A. GOLDBERG, ESQ., ASSAYAG MAUSS, LLP, 2018 – 156TH AVENUE NE, SUITE 100, BELLEVUE, WA 98007.

II. No action commenced by the current Beneficiary, UNION BANK, N.A., SUCCESSOR-IN-INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK, 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.

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Current Beneficiary:
UNION BANK, N.A.,
SUCCESSOR-IN-INTEREST TO THE FDIC
AS RECEIVER FOR FRONTIER BANK,
C/O ASSAYAG MAUSS, LLP

Contact Phone: (425) 748-5055

Address: 2018 – 156th Avenue NE, Suite 100, Bellevue, WA 98007

III. The default(s) for which this foreclosure is made is/are as follows: FAILURE TO PAY WHEN DUE THE FOLLOWING AMOUNTS WHICH ARE NOW IN ARREARS AND/OR OTHER DEFAULTS:

A.	Principal (fully matured loan):	\$46,887.21
B.	Unpaid Interest (through 10/30/13):	\$15,845.32
C.	Previously Assessed Late Charges:	\$1,052.41
D.	Forced Place Insurance:	\$1,527.42
E.	Real Estate Taxes Paid by Beneficiary:	\$1,936.20
F.	Deferred Loan Fee:	\$117.33
G.	Environmental Fee:	\$575.00
H.	Appraisal Fee:	\$350.00
I.	Miscellaneous Fees:	\$5.99
	Total Arrearage:	\$53,121.63
J.	Trustee's Expenses (Estimated Itemization)	
	Trustee's Fees:	\$3,500.00
	Trustee's Sale Guaranty:	\$447.95
	Process Service:	\$500.00
	Photocopies:	\$50.00
	Statutory Mailings:	\$300.00
	Recording Fees:	\$400.00
	Publication:	\$900.00
	Other:	\$50.00
	Total Costs:	\$6,147.00
	Total Amount Due:	\$74,444.83

Defaults other than failure to make monthly payments: FAILURE TO PAY REAL ESTATE TAXES WHEN DUE, THE CURRENT ESTIMATE OF WHICH IS **\$3,370.53**.

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$46,887.21, together with interest as provided in the Note and/or Change in Terms Agreement, and such other costs and fees as are provided by statute.



V. The Property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances, on December 13, 2013. The sale may be terminated before the sale, by the Borrower, Grantor, Guarantor, or the holder of any recorded junior lien or encumbrance, by paying the entire principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust. Payment must be in cash, cashier's check, or certified funds from a state or federally chartered bank.

VI. A written Notice of Default was transmitted by the current Beneficiary, **UNION BANK, N.A., SUCCESSOR-IN-INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK** or Trustee to the Borrower, Grantor, and Guarantor at the following address(es):

Babbitt Properties, L.L.C.
1615 Buck Way, #A
Mount Vernon, WA 98273

Babbitt Properties, L.L.C.
PO Box 336
Mount Vernon, WA 98273

Scott K. Babbitt
1615 Buck Way, #A
Mount Vernon, WA 98273

Babbitt Properties, L.L.C.
c/o Skagit Law Group PLLC
227 Freeway Drive, Suite B
Mount Vernon, WA 98273

Babbitt Properties, L.L.C.
24525 S Skagit Hwy
Sedro-Woolley, WA 98284

Babbitt Properties, L.L.C.
2269 S Skagit Hwy
Sedro-Woolley, WA 98284

Scott K. Babbitt
12462 Gwen Drive, #4
Burlington, WA 98233

Scott K. Babbitt
c/o Richard M. Sybrandy, PLLC
PO Box 175
Mount Vernon, WA 98273

by both first class and certified mail on April 12, 2013, proof of which is in the possession of the Trustee; and the Borrower, Grantor, and Guarantor were either personally served with said written Notice of Default, or the written Notice of Default was posted in a conspicuous place on the Property, and the Trustee has possession of proof of such service or 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.

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 Property.

IX. Anyone having any objections to this 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 Ch. 61.24.130. Failure to properly bring such a lawsuit may result in a waiver of any grounds for invalidating the Trustee's Sale.

X. The Trustee makes no representations or warranties concerning what interest in the Property described above is being sold. The Deed of Trust lien foreclosed hereby may not be in a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to



provide title information concerning this Property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the Property, and the priority of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee cannot and will not provide legal advice. The Trustee does not provide information concerning the location of the debtors or the condition of the Property, including but not limited to whether there are any environmental or hazardous waste liabilities or problems connected with this Property. Any person desiring title information, information concerning the physical condition of the Property, information concerning any hazardous waste or environmental issues, or any other information about the Property being foreclosed has a duty to obtain all such information independently of the Trustee.

XI. 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 the Unlawful Detainer Act, RCW Ch. 59.12. For tenant-occupied Property, the purchaser shall provide a tenant with written notice in accordance with RCW Ch. 61.24.060.

XII. NOTICE TO GUARANTOR(S): Guarantor(s) 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. Guarantor(s) 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. Guarantor(s) will have no right to redeem the Property after the Trustee's Sale. Subject to such longer periods as are provided in the Washington Deed of Trust Act, RCW 61.24, 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 a deficiency, the Guarantor(s) 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 ability 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. The failure to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the Borrower or the Grantor, or the Trustee's Sale.

XIII. NOTICE TO DEBTOR(S): WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED FROM BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.



XIV. SALE PREVIOUSLY POSTPONED: The Trustee's Sale was originally scheduled for August 23, 2013, as described in the Notice of Trustee's Sale recorded in the official records of Skagit County, Washington on May 23, 2013 as Instrument No. 201305230114. The Trustee's Sale was properly postponed, pursuant to RCW 61.24.040(6)(a), at the request of the Beneficiary, on or about August 23, 2013, September 20, 2013, and November 22, 2013.

Dated: November 25, 2013

ASSAYAG ❖ MAUSS

A Limited Liability Partnership

Assay C Mauss
Assayag Mauss, LLP, solely in its capacity
as Successor Trustee
Allison C. Bizzano

State of Oregon)

) ss.

County of Clackamas)

On November 25, 2013, before me, Stephanie Fleck, a notary public, personally appeared Allison C. Bizzano who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity as an Attorney of Successor Trustee, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the States of Oregon and Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Stephanie Fleck
Printed Name: Stephanie Fleck
Notary Public in and for the State of Oregon
My commission expires: 8/19/16

