


WHEN RECORDED MAIL TO:

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


201312200102
Skagit County Auditor
12/20/2013 Page 1 of 5 \$76.00 2:56PM

LAND TITLE OF SKAGIT COUNTY

145761-F

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington Chapter 61.24 et seq.

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, ASSAYAG MAUSS, LLP, will on **March 21, 2014**, at the hour of **10:00 AM**, at the main entrance of the Skagit County Courthouse, located at 3rd & Kincaid, Mount Vernon, WA, 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 ("Property"):

LOTS 11 AND 12, EXCEPT THE SOUTH 4 FEET OF LOT 12, BLOCK 68, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Address: 418 Anacortes Avenue, Burlington, WA 98233

ID Nos.: P71764 and 4076-068-012-0004

The Property is subject to that certain Deed of Trust dated May 27, 2008 and recorded May 28, 2008, in the real property records of Skagit County, Washington, under Auditor's File No. 200805280094, from Babbitt Properties, L.L.C., a Washington limited liability company, as Grantor, to Land Title Company of Skagit County, as the original Trustee, to secure an obligation in favor of Frontier Bank, as the original Beneficiary. Union Bank, successor-in-interest to the FDIC as Receiver of Frontier Bank ("Beneficiary") holds the beneficial interest of the Deed of Trust. Beneficiary duly appointed Assayag Mauss, LLP as Successor Trustee ("Trustee").

THE SKAGIT COUNTY TAX COLLECTOR DISCLOSES SAID LAND TO BE A "HOUSEHOLD, SFR, INSIDE CITY." DIRECTIONS TO THE PROPERTY CAN BE OBTAINED BY WRITTEN REQUEST SUBMITTED TO THE BENEFICIARY WITHIN

10 DAYS OF THE FIRST PUBLICATION OF THIS NOTICE OF TRUSTEE'S SALE AT THE FOLLOWING ADDRESS: UNION BANK, N.A., c/o ASSAYAG MAUSS, LLP, 2018 – 156TH AVENUE NE, SUITE 100, BELLEVUE, WA 98007.

II. No action commenced by Beneficiary 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.

Beneficiary:
UNION BANK, N.A.,
SUCCESSOR-IN-INTEREST TO THE FDIC
AS RECEIVER OF FRONTIER BANK,
C/O ASSAYAG MAUSS, LLP
Contact Phone: (425) 748-5055
Address: 2018 – 156th Avenue NE, Suite 100, Bellevue, WA 98007

III. This foreclosure is based on multiple defaults by Grantor, including Grantor's failure to pay real estate taxes when due as required by the Deed of Trust and Grantor's failure to make monthly payments as required by the Promissory Note that is secured by the Deed of Trust. The following is now due:

Past Due Principal:	\$137,396.82
Accrued Interest (as of 12/16/13)	\$47,913.82
Previously Assessed Late Charges:	\$2,473.62
Forced Place Insurance:	\$4,068.96
Real Estate Taxes Paid by Beneficiary:	\$10,039.52
Deferred Loan Fees:	\$343.49
Attorneys' Fees and Costs:	\$3,485.09
Utility Lien(s) Paid by Beneficiary:	\$1,713.73
Environmental Site Assessment(s):	\$600.00
Appraisal Fees:	\$400.00
Title Documents:	\$135.26
Total:	\$208,570.31

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$137,396.82, together with interest as provided in the Promissory Note and/or Change in Terms Agreement, and such other costs and fees as are provided under the Promissory Note and/or Change in Terms Agreement, and as are provided by statute. The following represents the estimated fees, costs, and expenses that Beneficiary will likely incur as a result of the nonjudicial foreclosure process:

Trustee's Fees (estimated):	\$2,800.00
Recording Fees (estimated):	\$150.00



Mailing Expenses (estimated):	\$300.00
Process Service (estimated):	\$300.00
Publication Costs (estimated):	\$1,800.00
Miscellaneous Costs (estimated):	\$100.00
Total:	\$5,450.00

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 March 21, 2014. The sale may be terminated any time 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, and curing all other defaults. 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 Beneficiary 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.
418 Anacortes Avenue
Burlington, WA 98233

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

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

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

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

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

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

by both first class and certified mail on November 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 above, 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 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 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 RCW Chapter 59.12. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW Chapter 61.24.060.

XII. NOTICE TO GUARANTOR – RCW Chapter 61.24.042: (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 reinstate the debt, cure the default, or 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, RCW Chapter 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; and (5) In any action for a 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. The failure of the Beneficiary 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.

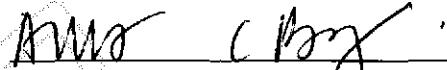
XIII. NOTICE TO DEBTOR(S): Notice is further given that Trustee is a DEBT COLLECTOR. This is an attempt to collect a debt. However, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED FROM BANKRUPTCY, this notice is for informational purposes only and is not intended as an attempt to collect a debt or as an act to collect, assess, or recover all or any portion of the debt from you personally.

XIV. CONSTRUCTION OF NOTICE: In construing this instrument, where the context so requires, the singular includes the plural, the word "Grantor," "Trustee," and "Beneficiary" include their respective successors-in-interest, if any, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities, and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this instrument on December 19, 2013.

ASSAYAG ❖ MAUSS

A Limited Liability Partnership




By: Allison C. Bizzano, Attorney
Assayag Mauss, LLP, solely in its capacity
as Successor Trustee

State of Oregon)
) ss.
County of Clackamas)

On December 19, 2013, before me, Sharon Younts, a notary public, personally appeared Allison C. Bizzano, Esq. 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 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.


Printed Name: Sharon Younts
Notary Public in and for the State of Oregon

