

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Craig E. Cammock  
Skagit Law Group, PLLC  
P.O. Box 336 / 227 Freeway Drive, Ste B  
Mount Vernon, WA 98273



201401150026

Skagit County Auditor

1/15/2014 Page

1 of

\$79.00

8 11:01AM

### NOTICE OF TRUSTEE'S SALE

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Reference Nos.: 200607310001 (Deed of Trust)  
201308260094 (Appointment of Successor Trustee)

Grantor(s): GUNNAR PEDERSEN, as his separate property,  
(shown as GUNNAR PEDERSON);  
SKAGIT LAW GROUP, PLLC, a Professional  
Limited Liability Company, Successor Trustee

Grantee(s): ERIK PEDERSEN, as his separate property,  
d/b/a PEDERSEN CONSTRUCTION,  
DEAN HOLT and AMY HOLT, husband and wife,  
THE PUBLIC  
PEDERSEN BROTHERS, LLC, a Washington  
Limited Liability Company

Additional Grantor(s) on page(s):

Additional Grantee(s) on page(s):

Abbreviated Legal: Ptn SP #99-0033 in SW 1/4, 3-33-4 E W.M.

Additional Legal on page(s): 2

Assessor's Tax Parcel Nos.: 330403-1-002-0420 / P128688  
330403-1-002-0409 / P128687  
330403-1-002-0405 / P128686  
330403-1-002-0400 / P127064  
330403-1-002-0109 / P16245

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I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, May 2, 2014, at the hour of 10:00 a.m.**, at the entrance/front steps of the Skagit County Courthouse located at 205 W. Kincaid Street, in the City of 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 property, situated in the County of Skagit, State of Washington, which may be sold in gross or in parcels as the Trustee may deem most advantageous at the time of sale to-wit:

That portion of Short Plat No. 99-0033, including all lots, tracts and easements therein, as approved March 12, 2009, and recorded March 13, 2009, under Auditor's File No. 200903130064, records of Skagit County, Washington; being more particularly described as follows:

The North ½ of the Southwest ¼ of Section 3, Township 33 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities 60 feet in width, as contained in "Easement Exchange Agreement" recorded June 30, 1989, under Auditor's File No. 8906300010, records of Skagit County, Washington

Situate in the County of Skagit, State of Washington,

which is subject to that certain Deed of Trust dated July 27, 2006 and recorded July 31, 2006 under Auditor's File No. 200607310001, records of Skagit County, Washington, which Deed of Trust is from ERIK PEDERSEN, as his separate property, d/b/a PEDERSEN CONTRUCTION, and DEAN HOLT and AMY HOLT, husband and wife, as Grantors, to Land Title Company of Skagit County, a corporation, as Trustee, to secure an obligation in favor of GUNNAR PEDERSEN (shown as GUNNAR PEDERSON), as his separate property, as Beneficiary. PEDERSEN BROTHERS, LLC, a Washington limited liability company, is the vested owner of the above-described real property by virtue of a Quitclaim Deed recorded September 4, 2007 under Auditor's File No. 200709040141, records of Skagit County, Washington. Skagit Law Group, PLLC, a Washington Professional Limited Liability Company, is now Trustee by reason of an Appointment of Successor Trustee recorded August 26, 2013 under Auditor's File No. 201308260094, records of Skagit County, Washington.

## 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 made is/are as follows:

-2-



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

Balloon payment of principal due July 30, 2007: \$400,000.00

Accrued interest (as of January 14, 2014): \$490,629.16

Failure to pay real property taxes for the years 2010, 2011, 2012, and the first half of 2013 which were advanced by the Beneficiary on May 28, 2013: \$42,046.27

Failure to pay the second half of 2013 real property taxes which were advanced by the Beneficiary on October 22, 2013: \$2,696.36

**Total: \$935,371.79**

Failure to pay the obligation in full at maturity.

Demand having been given and no payment having been received, all principal, interest and late fees are now due.

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. 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:

Action to Cure Default:

TAXES/ASSESSMENTS

Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current and that the Borrower/Grantor has reimbursed the Beneficiary as required by the Line of Credit Promissory Note.

FAILURE TO INSURE  
PROPERTY AGAINST  
HAZARD

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

LIENS

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



**JUDGMENTS**

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

**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.

**Costs and Fees:**

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs, and fees:

Trustee's fee:	\$1,500.00
Title report:	2,109.90
Service/posting of foreclosure notices:	210.00
Long distance telephone charges:	25.00
Recording fees:	168.00
Mailing costs:	125.00
Photocopies:	<u>20.00</u>
Subtotal:	\$4,157.90

**Total Current Estimated Amount: \$939,529.69**

**Additional Arrearages:**

Interest: 1-15-14 – 4-21-14: \$21,548.69

**Additional Costs and Fees:**

Additional trustees' or attorney's fees:	\$ ----
Publication costs:	<u>\$ 1,000.00</u>

**Total Estimated Amount as of April 21, 2014: \$962,078.38**

**IV**

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of **\$400,000.00** as of July 30, 2007, 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 expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be without any warranty concerning the title to, or the condition of, the property, and also will be made without warranty, express or implied, regarding title, possession, or encumbrances on **May 2, 2014**. The default(s) referred to in paragraph III must be cured by **April 21, 2014** (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 21, 2014** (11 days before the sale date) the default(s) as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after **April 21, 2014** (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 and Grantor at the following addresses:

Pedersen Brothers, LLC  
a Washington Limited Liability Company  
c/o Erik O. Pedersen, Registered Agent  
1274 Hillcrest Drive  
Burlington, WA 98233

Dean Holt  
2311 South 18<sup>th</sup> Street  
Mount Vernon, WA 98273

Amy B. Holt  
2311 South 18<sup>th</sup> Street  
Mount Vernon, WA 98273

by both first class and certified mail on October 24, 2013, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on October 25, 2013 with said written notice of default or the 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.

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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 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 waiver of any proper grounds for invalidating the Trustee's sale.

X

**THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE OF YOUR HOME.**

You have only 20 DAYS from the recording date on this notice to pursue mediation.

**DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW** to access your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

**SEEKING ASSISTANCE**

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission:

Telephone: Toll-free: 1-877-894-HOME (1-877-894-4663)

Web site:

[http://www.dfi.wa.gov/consumers/homeownership/post\\_purchase\\_counselors/foreclosure.htm](http://www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors/foreclosure.htm)



The United States Department of Housing and Urban Development:

Telephone: Toll-free: 1-800-569-4287

Web site:

<http://www.hud.gov/offices/hsg/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys:

Telephone: Toll-free: 1-800-606-4819

Web site: <http://nwjustice.org/what-clear>

## XI

### 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.

## XII

### NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (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, 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; 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.



This is an attempt to collect a debt and any information obtained will be used for that purpose.

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DATED this 14<sup>th</sup> day of January, 2014.

**SKAGIT LAW GROUP, PLLC,  
a Professional Limited Liability Company,  
Successor Trustee**

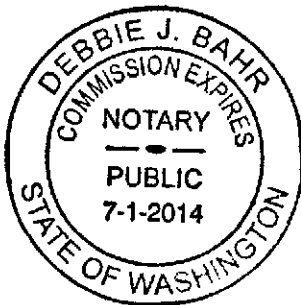
By

Craig E. Cammock, WSBA #24185, Member  
227 Freeway Drive, Ste B/P. O. Box 336  
Mount Vernon, WA 98273  
Telephone: (360) 336-1000

[illegible]

I certify that I know or have satisfactory evidence that Craig E. Cammock 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 acknowledged it as a Member of Skagit Law Group, PLLC, a Washington Professional Liability Company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

DATED: January 14, 2014.



Debbie J. Bahr  
NOTARY PUBLIC  
Printed Name: Debbie J. Bahr  
My appointment expires: 07-01-2014

