

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

201807100011
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Skagit County Auditor

NOTICE OF TRUSTEE'S SALE RELATIVE TO COMMERCIAL LOAN

Reference Nos.: 201702170067 (Deed of Trust)
201805010029 (Appointment of Successor Trustee)

Current Beneficiary of
Deed of Trust: LAVERNE KRIEGER

Grantor(s): LAVERNE KRIEGER;
SKAGIT LAW GROUP, PLLC, a Washington
Professional Limited Liability Company,
Successor Trustee

Grantee(s): ALLIANCE CONSTRUCTION, LLC,
a Washington limited liability company;
THE PUBLIC

Additional Grantor(s) on page(s):
Additional Grantee(s) on page(s):

Abbreviated Legal: N1/2 S1/2 N2/3 Gov. Lot 1, S18-T35N-R5E W.M.
Additional Legal on page(s): 2
Assessor's Tax Parcel No.: P39316 / 350518-0-029-0001

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **Friday, October 12, 2018, 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, to-wit:

The North 1/2 of the South 1/2 of the North 2/3 of Government Lot 1 in Section 18, Township 35 North, Range 5 East, W.M.,

EXCEPT all road rights of way.

Situate in Skagit County, Washington.

which is subject to that certain Deed of Trust dated February 14, 2017 and recorded February 17, 2017 under Auditor's File No. 201702170067, records of Skagit County, Washington, which Deed of Trust is from ALLIANCE CONSTRUCTION, LLC, a Washington limited liability company, as Grantor, to Chicago Title Company, as Trustee, to secure an obligation in favor of LAVERNE KREIGER, as Beneficiary. Skagit Law Group, PLLC, a Washington Professional Limited Liability Company, is now Trustee by reason of an Appointment of Successor Trustee recorded May 1, 2018 under Auditor's File No. 201805010029, 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:

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

Failure to pay the obligation in full:	\$44,988.60
Unpaid accrued interest as of 6-25-18:	\$7,218.34
Late fee:	\$2,018.94
TOTAL:	<u>\$54,225.88</u>

You are also in violation of the terms of the above-described Deed of Trust due to a further encumbrance against the real property described herein, in the form of a Deed of Trust wherein the debtor is the grantor and Paula Sager is the beneficiary, which Deed of Trust was recorded under Auditor's File No. 201801040060, records of Skagit County, Washington.

You are also in violation of the terms of the Deed of Trust due to your failure to keep the real property free and clear of liens. Notices of liens were recorded by the City of Sedro-Woolley on August 17, 2017 under Skagit County Auditor's File Nos. 201708170038 and 201708170039.

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.

<u>Other Default:</u>	<u>Action to Cure Default:</u>
TAXES/ASSESSMENTS	Deliver to Successor Trustee written proof that all taxes and assessments against the property are paid current.
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
Attorney's fees incurred by beneficiary (as of 6-25-18):	\$4,242.50
Foreclosure expenses incurred by beneficiary (as of 6-25-18):	\$155.04
Title report:	\$770.35
Service/posting of foreclosure notices:	\$210.00
Recording fees:	\$176.00
Mailing costs:	\$125.00
Photocopies:	<u>\$25.00</u>
Subtotal:	\$7,203.89
Total Current Estimated Amount:	\$61,429.77
Additional Arrearage:	
Additional unpaid interest (6-25-18 – 10-1-18):	\$2,157.60
Additional Costs and Fees:	
Additional trustee's or attorney's fees:	\$1,500.00
Trustee's Sale Guarantee date down	\$54.50
Publication costs:	<u>\$1,200.00</u>
Subtotal:	\$2,754.50
Total Estimated Amount as of October 1, 2018:	\$66,341.87

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal balance of **\$44,988.60** as of April 30, 2018, 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 **October 12, 2018**. The default(s) referred to in paragraph III must be cured by **October 1, 2018** (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 **October 1, 2018** (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 **October 1, 2018** (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 Borrowers and Grantors at the following addresses:

Alliance Construction, LLC
P. O. Box 1845
Mount Vernon, WA 98273-1845

Alliance Construction, LLC
608 S. 1st Street, Suite 208
Mount Vernon, WA 98273-1845

Alliance Construction, LLC
23307 76th Avenue W
Edmonds, WA 98026

Gary Sager, Member/Governor
Alliance Construction, LLC
23307 76th Avenue W
Edmonds, WA 98026

Addison Sager, Governor
Alliance Construction, LLC
3110 Braeburn Alley
Mount Vernon, WA 98274

Addison Sager, Governor
Alliance Construction, LLC
P. O. Box 1845
Mount Vernon, WA 98274

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Garrick Sager, Governor
Alliance Construction, LLC
P. O. Box 1845
Mount Vernon, WA 98273-1845

Garrick Sager, Governor
Alliance Construction, LLC
17643 W. Big Lake Blvd.
Mount Vernon, WA 98274

Garrick Sager, Registered Agent of
Alliance Construction, LLC
P. O. Box 1845
Mount Vernon, WA 98273-1845

by both first class and certified mail on May 11, 2018, proof of which is in the possession of the Trustee, and the Borrowers and Grantors were personally served on May 14, 2018 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.

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 Grantors 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

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 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.

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 Beneficiaries 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

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

DATED this 25th day of June, 2018.

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

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