



03/05/2020 10:57 AM Pages: 1 of 6 Fees: \$108.50
Skagit County Auditor

When recorded, return document to:

ROBERT E. ORDAL, PLLC
1000 Second Avenue, Suite 1750
Seattle, WA 98104-1070

File No. 2741.039

NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN
Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

The Grantor is: Landmark Property Management and Design Services, LLC
The current Beneficiary of the Deed of Trust is: HMAJC, LLC
The current Trustee of the Deed of Trust is: Ordal Trustee Services, Inc.
The current mortgage servicer of the Deed of Trust is: WADOT Capital, Inc.
The reference number of the Deed of Trust is: 201708310123
The parcel numbers are: P19584, P19558 and P19606

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 19th day of June 2020, at the hour of 9:30 a.m., at main entrance of the Skagit County Courthouse, located at 205 West Kincaid Street, Mount Vernon, 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:

PARCEL A:

That portion of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 34 North, Range 1 East of W.M., lying Northerly of the County Road commonly known as the Cougar Gap Road, as it existed on May 5, 1955, EXCEPT the North 40 feet of the East 300 feet of the West 680 feet.

ALSO EXCEPT any portion lying within Rosario Beach Road.

PARCEL B:

The South 40 feet of the East 300 feet of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 34 North, Range 1 East W.M.

PARCEL C:

**The North 1/2 of the Northwest 1/4 of Section 23, Township
34 North, Range 1 East of W.M.**

(commonly known as: 15163 Rosario Road, Anacortes, WA 98221) which is subject to that certain Deed of Trust dated 31 August 2017, recorded on 31 August 2017, under Skagit County Auditor's No. 201708310123, records of Skagit County, Washington, from Landmark Property Management and Design Services, LLC as Grantor, to Reconveyance Professionals, Inc. as Trustee, to secure an obligation in favor of WADOT Capital, Inc. as Beneficiary, the beneficial interest in which was assigned to HMAJC, LLC under an Assignment recorded under Auditor's No. 201709050084.

2. 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.

3. The defaults for which this foreclosure is made are as follows:

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

Principal balance due on 1 September 2019	\$625,000.00
24% default interest of \$416.67 for 9/1/2019-2/27/2020	\$74,583.93
3% Balloon Late Charge from 9/1/2019 due date	\$18,750.00
Unpaid charge: Loan Fee	\$25,000.00
Unpaid charge 11.9% per diem interest of \$8.26 for 8/31/2017 - 9/1/2019	\$6,038.06
Unpaid charge 24% per diem interest of \$16.67 for 9/1/2019 - 2/27/2020	\$2,983.93
TOTAL:	\$752,355.92

b. Failure to pay real property taxes when due.

4. The sum currently owing on the obligation secured by the Deed of Trust is: principal of \$625,000, together with interest as provided in the note or other

instrument secured, from the 31st day of August 2017, applicable late charges and advances, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

5. 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 made without warranty, express or implied, regarding title, possession, or encumbrances on the 19th day of June 2020. The default referred to in Paragraph 3 must be cured by the time of the auction sale to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the time of the auction sale the default as set forth in Paragraph 3, together with any subsequent payments, late charges and advances, is cured, and the Trustee's fees and costs are paid. The sale may be terminated any time up to the time of the auction sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance by 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.

6. A written Notice of Default was transmitted by the Trustee or Beneficiary to the Borrower and Grantor at the following addresses:

Occupants of the property
15163 Rosario Road
Anacortes, WA 98221

Landmark Property Management &
Design Services, LLC
15163 Rosario Road
Anacortes, WA 98221

Landmark Property Management &
Design Services, LLC
5380 Quiet Cove Road
Anacortes, WA 98221

Landmark Property Management &
Design Services, LLC
c/o Carl Nyberg
15163 Rosario Road
Anacortes, WA 98221

Landmark Property Management &
Design Services, LLC

c/o Carl Nyberg
5380 Quiet Cove Road
Anacortes, WA 98221

Carl Nyberg, Guarantor
5380 Quiet Cove Road
Anacortes, WA 98221

Carl Nyberg, Guarantor
15163 Rosario Road
Anacortes, WA 98221

Carolann O'Brien Storli, Registered Agent
for Landmark Property Management &
Design Services, LLC
1420 Fifth Ave., Suite 3000
Seattle, WA 98101

by both first class and certified mail on the 10th day of January 2020; and on the 22nd day of January 2020, the Notice of Default was posted in a conspicuous place on the real property described in Paragraph 1, or the Borrower and Grantor were personally served with the Notice of Default. The Trustee has in the Trustee's possession proof of mailing and posting or personal service.

7. 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.

8. The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all interest in the above-described property.

9. 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. All inquiries regarding this foreclosure action must be directed to Robert E. Ordal, at the address/telephone number set forth below.

10. 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.

11. Guarantors of a commercial loan:

(1) 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.

ORDAL TRUSTEE SERVICES, INC.,
TRUSTEE

By Linda J. Duenas

Linda J. Duenas, Secretary
Suite 1750, 1000 Second Avenue
Seattle, Washington 98104
(206) 624-5823

STATE OF WASHINGTON)

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ss.

COUNTY OF KING)

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On this 4th day of March, 2020, before me personally appeared Linda J.

Dueñas, to me known to be the Secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

DATED: 4 March 2020



Lisa M. Nilsen, Notary
My Appointment Expires: 7/18/22
Residing at: Browns Point, WA