

Upon Recording, Return to:

Overcast Law Offices – NCW, PLLC  
David Kazemba  
23 S Wenatchee Ave, Ste 320  
Wenatchee, WA 98801

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

Grantor: Landmark Property Management and Design  
Services, LLC, a Washington limited liability  
company  
Current beneficiary of the deed of trust: HMAJC, LLC  
Current trustee of deed of trust: David Kazemba of Overcast Law Offices –  
NCW, PLLC  
Current mortgage servicer of deed of trust: WADOT Capital, Inc.  
Reference number of the deed of trust: 201708310123  
Parcel number(s): P19584, 340122-1-003-0008/  
P19558, 340122-0-032-0005;  
P19606, 340123-2-0001-0007

- I. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 4th day of December, 2020, at the hour of 10:00 A.M. at the main entrance to the Skagit County Courthouse, Located at 3rd & Kincaid, Mount Vernon, WA AKA 205 W. Kincaid St., Mount Vernon, WA 98273, 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:

Parcel A: P19584, 340122-1-003-0008

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., LYING NORTHERLY OF THE COUNTY ROAD COMMONLY KNOWN AS 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: P19558, 340122-0-032-0005

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: P19606, 340123-2-0001-0007

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 1 EAST OF W.M.

which is subject to that certain Deed of Trust dated August 31, 2017, and recorded August 31, 2017, under Auditor's File 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 of which was assigned to HMAJC, LLC by Assignment recorded September 5, 2017, under Skagit County Auditor's File No. 201709050084.

- 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:

Principal Balance	\$625,000.00
24% default interest of \$416.67 for 9/1/2019-8/26/2020	\$150,001.20
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 - 8/26/2020	\$6,001.20
Attorney fees/costs from previous (January, 2020) foreclosure	\$6,132.93
Interest on advanced fees/costs	\$280.22
<b>Total amount in arrears excluding unpaid fees/costs</b>	<b>\$837,203.61</b>

(together with any subsequent payments, late charges, advances, costs and fees due hereafter)

- IV. The sum owing on the obligation secured by the Deed of Trust is: principal of \$625,000.00, together with interest as provided in the note or other instrument

secured from the 31<sup>st</sup> day of August, 2017, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute. Interest and late charges may continue to accrue and additional advances to your loan may be made. It is necessary to contact the servicer or Trustee prior to the time you tender the payoff amount so that you may be advised of the exact amount you would be required to pay.

- 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 made without warranty, express or implied, regarding title, possession, or encumbrances on the 4th day of December, 2020. The default(s) referred to in paragraph III must be cured by the 23rd day of November, 2020 (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 the 23rd day of November, 2020 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 23rd day of November, 2020 (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:

Landmark Property Management and Design Services, LLC  
5380 Quite Cove Road  
Anacortes, WA 98221  
Grantor

Landmark Property Management and Design Services, LLC  
5380 Quite Cove Road  
Anacortes, WA 98221  
Borrower

Carl Nyberg  
5380 Quite Cove Road  
Anacortes, WA 98221

Registered Agent for Landmark Property Management and Design Services, LLC

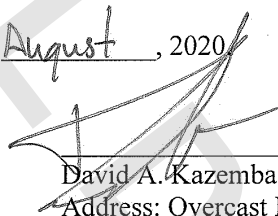
All Occupants  
15163 Rosario Road  
Anacortes, WA 98221

by both first-class and certified mail on the 29th day of July, 2020, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally

served on the 28th day of July, 2020, 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 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 a waiver of any proper grounds for invalidating the Trustee's sale.
- X. 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.

Dated this 28<sup>th</sup> day of August, 2020



David A. Kazemba, Successor Trustee  
Address: Overcast Law Offices – NCW, PLLC  
23 S. Wenatchee Ave., Suite 320  
Wenatchee, WA 98801  
(509) 663 5588

State of Washington )  
ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that David A. Kazemba is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 28, 2020

Signature: [Signature]  
Amber Schneider, Notary Public  
My appointment Expires 6/6/2022

