

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
North Star Trustee, LLC
6100 219th ST SW, Suite 480
Mountlake Terrace, Washington 98043

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS #: 22-63859
Title Order #: 220599149-WA-MSI

AMENDED NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN

Grantor: BILLIE COLBURN, A SINGLE MAN
Current beneficiary of the deed of trust: Cascara Capital, LLC
Current trustee of the deed of trust: North Star Trustee, LLC
Current mortgage servicer for the deed of trust: Eastside Funding LLC
Reference number of the deed of trust: 202203250135
Reference number of the original notice of sale: 202304100133
Parcel Number(s): 351012-0-019-0010/P45120, 351012-0-040-0005/P45142

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, **North Star Trustee, LLC** will on **5/10/2024, at 10:00 AM at main entrance 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 and personal property, situated in the County of Skagit, State of Washington, to-wit:

PARCEL B: PTN GOV LOT 2, 12-35-10 E W.M.; PARCEL C: TAX 20 PTN OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 35, RANGE 10 EAST, W.M., SKAGIT COUNTY, WASHINGTON; AS MORE FULLY DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Commonly known as: 5948 STATE ROUTE 20 AKA 59485 STATE ROUTE 20
MARBLEMOUNT, WA 98267

59471 AND 59477 STATE ROUTE 20
MARBLEMOUNT, WA 98267

which is subject to that certain Deed of Trust dated 3/24/2022, recorded 3/25/2022, under Auditor's File No. 202203250135, records of Skagit County, Washington, from BILLIE COLBURN, A SINGLE MAN, as Grantor(s), to CASCADE TRUSTEE SERVICES, INC., as Trustee, to secure an obligation in favor of EASTSIDE FUNDING, LLC, as Beneficiary, the beneficial interest in which was assigned to Cascara Capital, LLC under an Assignment recorded under Auditor's File No. 202210180059.

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: .

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PAYMENT INFORMATION – COMMERCIAL LOAN MATURED 8/25/2022*

| | |
|---------------------------|--------------|
| Principal: | \$389,930.57 |
| Accrued Interest: | \$41,553.76 |
| Default Interest: | \$72,731.04 |
| Unpaid Interest: | \$1,458.10 |
| Unpaid Per Diem Interest: | \$2,209.59 |
| Late Fees: | \$3,392.39 |
| NSF Fee: | \$50.00 |

This loan is also secured by property located in King County, WA under DOT#20221109000027

PROMISSORY NOTE INFORMATION – COMMERCIAL LOAN MATURED 8/25/2022*

| | |
|-------------------|--------------|
| Note Dated: | 3/24/2022 |
| Note Amount: | \$375,950.00 |
| Interest Paid To: | 8/25/2022 |
| Maturity Date: | 8/25/2022 |

IV. The sum owing on the obligation secured by the Deed of Trust is: Principal \$389,930.57, together with interest as provided in the note or other instrument secured from 8/25/2022, default interest, 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 made without warranty, express or implied, regarding title, possession, or encumbrances on 5/10/2024. The default(s) referred to in Paragraph III must be cured by 4/29/2024, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 4/29/2024 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashiers or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 4/29/2024 (11 days before the sale date) and before the sale, by the Borrower or Grantor 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:

| <u>NAME</u> | <u>ADDRESS</u> |
|----------------------------------|---|
| BILLIE COLBURN AKA BILLY COLBURN | 3421 35TH AVE. SEATTLE, WA 98144 |
| BILLIE COLBURN AKA BILLY COLBURN | 3421 35TH AVENUE S SEATTLE, WA 98144 |
| BILLIE COLBURN AKA BILLY COLBURN | 5360 SOUTH WALLACE STREET SEATTLE, WA 98178 |
| BILLIE COLBURN AKA BILLY COLBURN | 5401 HWY 20 MARBLEMOUNT, WA 98267 |
| BILLIE COLBURN AKA BILLY COLBURN | 5791 HWY 20 MARBLEMOUNT, WA 98267 |
| BILLIE COLBURN AKA BILLY COLBURN | 59471 AND 59477 STATE ROUTE 20 MARBLEMOUNT, WA 98267 |

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BILLIE COLBURN AKA BILLY COLBURN

59471 STATE ROUTE 20
MARBLEMOUNT, WA 98267

BILLIE COLBURN AKA BILLY COLBURN

59477 STATE ROUTE 20
MARBLEMOUNT, WA 98267

BILLIE COLBURN AKA BILLY COLBURN

5948 STATE ROUTE 20
MARBLEMOUNT, WA 98267

BILLIE COLBURN AKA BILLY COLBURN

59485 STATE ROUTE 20
MARBLEMOUNT, WA 98267

by both first class and certified mail on 2/2/2023, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served 2/2/2023, 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 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 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 and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

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

You have only **until 90 calendar days BEFORE the date of sale** listed in this Notice of Trustee Sale to be referred to mediation. If this is an amended Notice of Trustee Sale providing a 45-day notice of the sale, mediation must be requested no later than **25 calendar days BEFORE the date of sale** listed in this amended Notice of Trustee Sale.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess 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: 1-877-894HOME (1-877-894-4663)
Web site: <http://www.dfi.wa.gov/consumers/homeownership/>

The United States Department of Housing and Urban Development: Telephone: 1-800-569-4287

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Web site: <http://portal.hud.gov/hudportal/HUD>

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys
Telephone: 1-800-606-4819 Web site: <http://www.ocla.wa.gov/>

XI. The obligation secured by the Deed of Trust being foreclosed herein was not incurred primarily for personal, family or household purposes. Pursuant to RCW 61.24.100, the subject foreclosure does not preclude any judicial or non-judicial foreclosure of any other deeds of trust, mortgage, security agreements or other security interests granted to secure this obligation. The Beneficiary hereby reserves its right to foreclosure any or all additional security.

This office is enforcing a security interest of your creditor. To the extent that your obligation has been discharged by a bankruptcy court or is subject to an automatic stay of bankruptcy, this notice is for informational purposes only and does not constitute a demand for payment or any attempt to collect such obligation.

DATED: 3/27/2024

North Star Trustee, LLC, as Trustee



Lisa Hackney, Vice President of Trustee Operations

Address for service:

North Star Trustee, LLC, 6100 219th ST SW, Suite 480, Mountlake Terrace, Washington 98043

Trustee Phone No: (206) 866-5345 / Trustee Fax No: (206) 374-2252

Beneficiary / Servicer Phone: 425 230-0000

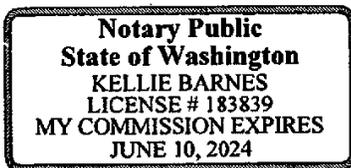
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Lisa Hackney is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Vice President of Trustee Operations of North Star Trustee, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/27/2024



Kellie Barnes
NOTARY PUBLIC in and for the State of
Washington, residing at Lynnwood, WA
My commission expires 6/10/2024



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TS#22-63859 Exhibit "A" Legal Description**PARCEL B:**

THOSE PORTIONS OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., DESCRIBED AS FOLLOWS:

- 1) BEGINNING AT A POINT ON THE STATE HIGHWAY 311 FEET WEST OF BACKUS ROAD; THENCE A DISTANCE OF 225 FEET 17° WEST OF NORTH AND A VARIATION OF 23°; THENCE EAST 153 FEET; THENCE SOUTH 225 FEET; THENCE WEST TO THE POINT OF BEGINNING.
 - 2) BEGINNING AT A POINT ON THE NORTH MARGIN OF THE STATE HIGHWAY 351 FEET WESTERLY FROM THE BACKUS RANGER STATION ROAD; THENCE RUNNING AT RIGHT ANGLES TO THE SAID STATE HIGHWAY, IN A NORTHERLY DIRECTION, 225 FEET; THENCE EASTERLY PARALLEL TO SAID STATE HIGHWAY 40 FEET TO THE EAST LINE OF A TRACT CONVEYED TO ALICE WASHINGTON CUTHBERT BY DEED RECORDED IN VOLUME 184 OF DEEDS, PAGE 382; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE STATE HIGHWAY; THENCE WESTERLY ALONG SAID STATE HIGHWAY 40 FEET TO THE POINT OF BEGINNING.
 - 3) THAT PORTION OF GOVERNMENT LOT 2 LYING EAST OF THE EAST LINE OF A TRACT CONVEYED TO BERNARD P. WILLI BY DEED DATED AUGUST 18, 1966 AND RECORDED UNDER AUDITOR'S FILE NO. 687054, AND LYING WEST OF THE WEST LINE OF A TRACT CONVEYED TO ALICE CUTHBERT BY DEED DATED SEPTEMBER 10, 1943, AND RECORDED UNDER AUDITOR'S FILE NO. 366940, AND LYING SOUTH OF THE SOUTH LINE OF A TRACT CONVEYED TO CHARLES S. WORTENDYKE BY DEED DATED AUGUST 31, 1963 AND RECORDED UNDER AUDITOR'S FILE NO. 641252, AND LYING NORTH OF STATE HIGHWAY, EXCEPT ANY PORTION THEREOF LYING NORTHERLY OF A LINE PARALLEL TO AND 200 FEET NORTHERLY AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID STATE HIGHWAY
 - 4) THAT PORTION OF THE WEST 1/2 OF GOVERNMENT LOT 2, LYING SOUTH OF STATE HIGHWAY, EXCEPT ANY PORTION LYING WITHIN THE EAST 371 FEET OF SAID LOT 2. EXCEPT FROM ALL OF THE ABOVE DESCRIBED PREMISES, ANY PORTION LYING WITHIN A TRACT CONVEYED TO CHARLES S. WORTENDYKE, BY DEED RECORDED SEPTEMBER 25, 1963, UNDER AUDITOR'S FILE NO. 641252, AND EXCEPT FROM SAID PREMISES ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THAT CERTAIN TRACT CONVEYED TO BERNARD P. WILLI ET UX, BY DEED DATED NOVEMBER 28, 1969, RECORDED DECEMBER 23, 1969, UNDER AUDITOR'S FILE NO. 734308.
- SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL C:

TAX 20 PTN OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., LYING E OF A LI 472' W'LY OF RANGER RD & RUNNING N'LY AT RIGHT ANGLES TO ST. HWY & S OF A LI 240' N OF ST HWY

Together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and together with the following, (all of which shall be deemed included in the "Property"):

- (a) All land lying in streets and roads adjoining the Property, and all access rights and easements pertaining to the Property.
- (b) All the lands, tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property.

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- (c) All buildings, structures, improvements, fixtures and property now or hereafter attached to or used in the operation of the Property
- (d) All rents, issues and profits of the Property, all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any right and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This subsection is subject to the right, power and authority given to the Beneficiary in the Loan Documents (as defined herein) to collect and apply the Rents.
- (e) All compensation, awards, damages, rights of action and proceeds (including insurance proceeds and any interest on any of the foregoing) arising out of or relating to a taking or damaging of the Property by reason of any public or private improvement, condemnation proceeding (including change of grade), fire, earthquake or other casualty, injury or decrease in the value of the Property; all returned premiums or other payments on any insurance policies pertaining to the Property and any refunds or rebates of taxes or assessments on the Property.
- (f) All permits, permit applications, plans, specifications, contracts, agreements and purchase orders pertaining or incidental to the design, construction, maintenance or management of any improvements on the Property, Grantor's rights under any payment, performance, or other bond in connection with construction of improvements on the Property, and all construction materials, supplies, and equipment delivered to the Property or intended to be used in connection with the construction of improvements on the Property wherever actually located.