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05/19/2025 10:33 AM Pages: 1 of 5 Fees: \$307.50
Skagit County Auditor

After recording return document to:
CARMICHAEL CLARK, P.S.
P.O. BOX 5226
BELLINGHAM, WA 98227

NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN

GRANTOR(S): ALLDEV ENVIRONMENTAL LLC

CURRENT BENEFICIARY OF THE DEED OF TRUST: ESTATE OF ROBERT F. SMITH

CURRENT TRUSTEE OF THE DEED OF TRUST: BRYAN L. PAGE

CURRENT MORTGAGE SERVICER OF THE DEED OF TRUST: ESTATE OF ROBERT F. SMITH

REFERENCE NUMBER OF RELATED DOCUMENT: 202208030084

ASSESSOR'S TAX PARCEL NUMBER(S): P99468/350419-4-004-0200

GRANTEE(S): ESTATE OF ROBERT F. SMITH

ABBREVIATED LEGAL DESCRIPTION: TR 4 SP NO. 90-33 NE ¼ SE ¼ SEC 19, TWP 35N, RNG 4E

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 2 OF DOCUMENT.

TO: Alldev Environmental LLC
606 Commercial Ave. Suite D
Anacortes, WA 98221

Alldev Environmental LLC
15781 Yokeko Drive
Anacortes, WA 98221

Alldev Environmental LLC
c/o Ronald Hoelscher, Registered Agent
1020 Geneva Street
Bellingham, WA 98229

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the **29th day of August, 2025, at the hour of 10:00 a.m.** at the main entrance of the Skagit County Courthouse, 205 W Kincaid St, Mount Vernon, WA 98273, 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:

TRACT 4 OF SKAGIT COUNTY SHORT PLAT NO. 90-33, APPROVED JANUARY 14, 1991, AND RECORDED JANUARY 14, 1991, UNDER AUDITOR'S FILE NO. 9101140018, IN VOLUME 9 OF SHORT PLATS, PAGE 300, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

which is subject to that certain Deed of Trust dated August 2, 2022, and recorded on August 3, 2022, under Skagit County, Washington, Auditor's File No. 202208030084 from **ALLDEV ENVIRONMENTAL LLC**, as Grantor, to Guardian Northwest Title and Escrow, as Trustee, to secure an obligation in favor of **ROBERT F. SMITH**, as original Beneficiary, and now **ESTATE OF ROBERT F. SMITH** as the current Beneficiary.

2. No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by the Deed of Trust.

3. The default, for which this foreclosure is made is as follows:

Monetary Default:

a. Failure to make the principal payment due on August 1, 2024, in the sum of \$475,000.00, together with default penalties and interest, pursuant to the terms of the Promissory Note dated August 2, 2022.

Non-Monetary Default

a. Failure to pay property taxes as follows:

2022 taxes, penalties, and interest as of May 5, 2025: \$4,205.31

2023 taxes, penalties, and interest as of May 5, 2025: \$7,500.17

2024 taxes, penalties, and interest as of May 5, 2025: \$7,081.12

2025 first ½ taxes, penalties, and interest as of May 5, 2025: \$3,411.91

4. The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$475,000.00, together with interest as provided in the Note or other instrument secured from

August 2, 2024, 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. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the **29th day of August, 2025**. The defaults referred to in paragraph 3 must be cured by the **18th day of August, 2025** (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 the **18th day of August, 2025** (11 days before the sale date), the default as set forth in paragraph 3 is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the **18th day of August, 2025** (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest 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.

6. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantors' successor in interest at the following address:

<u>NAME</u>	<u>ADDRESS</u>
Alldev Environmental LLC	606 Commercial Ave. Ste D Anacortes, WA 98221
Alldev Environmental LLC c/o Ronald Hoelscher Registered Agent	1020 Geneva St, Bellingham, WA 98229
Alldev Environmental LLC	15781 Yokeko Dr Anacortes, WA 98221

by both first class and certified mail on the 2nd day of January, 2025, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 2nd day of January, 2025, with said written Notice of Default or the written notice of default was served to Ronald Hoelscher as Registered Agent of the Alldev Environmental LLC, and the Trustee has possession of proof of such service or posting.

7. The Trustee, whose name and address is 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 their 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.

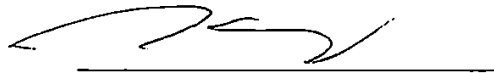
10. NOTICE TO OCCUPANTS OR TENANTS. The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. 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. NOTICE TO GUARANTOR. 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. 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 cost.

The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as given to the Grantor in order to avoid the Trustee's Sale. The Guarantor will have no right to redeem the Property after the Trustee's Sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

DATED this 15th day of May, 2025.

TRUSTEE:

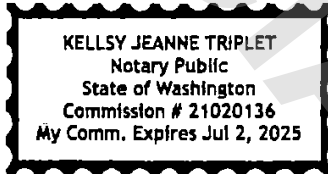


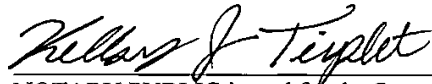
BRYAN L. PAGE
Attorney at Law
P.O. Box 5226
Bellingham, Washington 98227
(360) 647-1500

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that BRYAN L. PAGE signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: this 15th day of May, 2025.




NOTARY PUBLIC in and for the State of
Washington. My commission expires 7/2/25.

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.