

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 #: 25-74473

Title Order #: 250276411-WA-MSI

**NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN**

Grantor: CASCADE SHORES LLC A WASHINGTON LIMITED LIABILITY COMPANY AND MARINO MARTINEZ CRUZ AN UNMARRIED PERSON AND JOSE VALDOVINOS MARRIED AS SEPARATE PROPERTY

Current beneficiary of the deed of trust: LEW MASON

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: 202410030049

Parcel Number(s): P70585 / 4050-003-001-0103

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, **North Star Trustee, LLC** will on **11/7/2025, 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:

THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED TRACT: THAT PORTION OF TRACT 1, DIVISION "A" OF "GARDEN ADDITION TO BAKER", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 73, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 1; THENCE SOUTH 65 FEET; THENCE EAST 100 FEET; THENCE NORTH 65 FEET; THENCE WEST 100 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON; AS MORE FULLY DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Commonly known as: 7537 SOUTH DILLARD AVENUE  
CONCRETE, WA 98237

which is subject to that certain Construction Deed of Trust, Security Agreement and Fixture Filing dated 10/1/2024, recorded 10/3/2024, under Auditor's File No. 202410030049, records of Skagit County, Washington (hereinafter the "Deed of Trust"), from CASCADE SHORES LLC A WASHINGTON LIMITED LIABILITY COMPANY AND MARINO MARTINEZ CRUZ AN UNMARRIED PERSON AND JOSE VALDOVINOS MARRIED AS SEPARATE PROPERTY, as Grantor(s), to CASCADE TRUSTEE SERVICES, INC., as Trustee, to secure an obligation in favor of EASTSIDE FUNDING, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, as Beneficiary, the beneficial interest in which was assigned to LEW MASON under an Assignment recorded under Auditor's File No. 202506020036.

II. No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of

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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:

**PAYMENT INFORMATION – COMMERCIAL LOAN MATURED 4/1/2025**

Principal:	\$58,691.82
Accrued Interest:	\$2,981.24
Default Interest:	\$2,539.40
Late Fees:	\$353.39
Unpaid Per Diem Interest:	\$60.33
Construction Draw Fees:	\$500.00
Unapplied Amount:	(\$13.47)

**PROMISSORY NOTE INFORMATION – COMMERCIAL LOAN MATURED 4/1/2025**

Note Dated:	10/1/2024
Note Amount:	\$90,625.00
Interest Paid To:	3/1/2025
Maturity Date:	4/1/2025

- IV. The sum owing on the obligation secured by the Deed of Trust is: Principal \$58,691.82, together with interest as provided in the note or other instrument secured from 3/1/2025, 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 **11/7/2025**. The default(s) referred to in Paragraph III must be cured by 10/27/2025, (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 10/27/2025 (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 10/27/2025 (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, Grantor and Guarantor at the following addresses:

<u>NAME</u>	<u>ADDRESS</u>
CASCADE SHORES LLC	3206 S. 148TH ST SEATAC, WA 98168
CASCADE SHORES LLC	3206 S. 148TH ST SEATTLE, WA 98168
CASCADE SHORES LLC	4117 M ST TACOMA, WA 98418-3837
CASCADE SHORES LLC	4117 SOUTH M STREET TACOMA, WA 98418

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CASCADE SHORES LLC

DAVID FIGUEROA

DAVID FIGUEROA

DAVID FIGUEROA

DAVID FIGUEROA

DAVID FIGUEROA

DAVID FIGUEROA

DAVID FIGUEROA

DAVID FIGUEROA

DAVID FIGUEROA

ELENA GALLARDO BANDERAS

ELENA GALLARDO BANDERAS

ELENA GALLARDO BANDERAS

ELENA GALLARDO BANDERAS

ELENA GALLARDO BANDERAS

JOSE VALDOVINOS AKA JOSE  
BALDOVINOSJOSE VALDOVINOS AKA JOSE  
BALDOVINOSJOSE VALDOVINOS AKA JOSE  
BALDOVINOSJOSE VALDOVINOS AKA JOSE  
BALDOVINOSJOSE VALDOVINOS AKA JOSE  
BALDOVINOS

MARINO MARTINEZ CRUZ

7537 SOUTH DILLARD AVENUE  
CONCRETE, WA 9823713036 56TH AVENUE SOUTH  
TUKWILA, WA 9817813728 12TH AVE SW APT 60  
BURIEN, WA 98166-114522 LAGUNITA CT  
MARTINEZ, CA 94553-30403206 S 148TH ST  
SEATAC, WA 981683206 S. 148TH ST  
SEATTLE, WA 98168411 SOUTHEAST COLLIER ROAD  
SHELTON, WA 985844117 M ST  
TACOMA, WA 98418-38374117 SOUTH M STREET  
TACOMA, WA 984187537 SOUTH DILLARD AVENUE  
CONCRETE, WA 9823713036 56TH AVENUE SOUTH  
TUKWILA, WA 981783206 S. 148TH ST  
SEATAC, WA 981683206 S. 148TH ST  
SEATTLE, WA 98168411 SOUTHEAST COLLIER ROAD  
SHELTON, WA 985847537 SOUTH DILLARD AVENUE  
CONCRETE, WA 9823713036 56TH AVENUE SOUTH  
TUKWILA, WA 981783206 S. 148TH ST  
SEATAC, WA 981683206 S. 148TH ST  
SEATTLE, WA 98168411 SOUTHEAST COLLIER ROAD  
SHELTON, WA 985847537 SOUTH DILLARD AVENUE  
CONCRETE, WA 9823729003 22ND AVE S  
FEDERAL WAY, WA 98003-3846

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MARINO MARTINEZ CRUZ

3206 S. 148TH ST  
SEATAC, WA 98168

MARINO MARTINEZ CRUZ

3206 S. 148TH ST  
SEATTLE, WA 98168

MARINO MARTINEZ CRUZ

7537 SOUTH DILLARD AVENUE  
CONCRETE, WA 98237

by both first class and certified mail on 6/13/2025, proof of which is in the possession of the Trustee; and the Borrower, Grantor and Guarantor were personally served 6/14/2025, 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 20<sup>th</sup> 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 20<sup>th</sup> 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  
Web site: <http://portal.hud.gov/hudportal/HUD>

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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.

XII. NOTICE TO GUARANTORS:

- a. The Guarantors may be liable for a deficiency judgment to the extent that the sale price obtained at the Trustee's Sale is less than the debt secured by the Deed of Trust.
- b. The Guarantors have the same rights to reinstate the debt, cure the default, or repay the debt under the Note and Deed of Trust as are given to the Grantor in order to avoid the Trustee's Sale.
- c. The Guarantors will have no right to redeem the Real Property at the Trustee's Sale.
- d. Subject to such longer periods as 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 under the Deed of Trust granted to secure the debt to the Beneficiary.
- e. In any action for a deficiency, the Guarantors will have the right to establish the fair value of the Real Property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit their liability for 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.

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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: 8/6/2025**North Star Trustee, LLC, as Trustee**

  
\_\_\_\_\_  
Lisa Hackney, Vice President of Trustee Operations


Address for service:

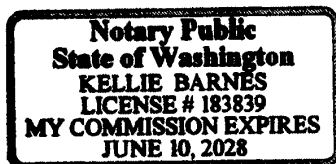
North Star Trustee, LLC  
6100 219th ST SW, Suite 480  
Mountlake Terrace, Washington 98043  
Trustee Phone No: (206) 866-5345  
Trustee Fax No: (206) 374-2252  
Trustee Email: [info@northstartrustee.com](mailto:info@northstartrustee.com)  
Beneficiary / Servicer Phone: 425 230-0000

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: 8/6/2025

  
\_\_\_\_\_  
Kellie Barnes  
NOTARY PUBLIC in and for the State of  
Washington, residing at Lynnwood, Washington  
My commission expires 6/10/2028



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**TS#25-74473 Exhibit 'A' Legal Description**

THE SOUTH 30 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF TRACT 1, DIVISION "A" OF "GARDEN ADDITION TO BAKER", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 73, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 1;  
THENCE SOUTH 65 FEET;  
THENCE EAST 100 FEET;  
THENCE NORTH 65 FEET;  
THENCE WEST 100 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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, easements and rights of way 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.
- (c) All buildings, structures, improvements, and any other fixtures now or hereafter attached to or placed on the Property. In addition, Trustor hereby conveys into trust all right, title, interest and estate of Trustor, now owned or hereafter acquired, in and to: (a) all goods, inventory, specifically including, without limitation, all materials, furnishings, and supplies (construction materials or otherwise), whether stored on or off the Property, delivered to the Property for incorporation or use in any construction, renovation, rehabilitation or maintenance of the Property or the improvements, supplies, furnishings, construction materials, equipment, machinery, appliances, including attached and unattached appliances, and any other tangible personal property and/or fixtures located in or upon the Property or the improvements thereon and used and/or useable in connection therewith, or to be used in the construction, reconstruction, remodeling, or repair of any of the improvements now or hereafter located upon the Property; (b) all furniture, fixtures and equipment as equipment is defined in the Uniform Commercial Code, wherever located, and all related right, title and interest of Trustor now owned or hereafter acquired or created, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein; (c) all architectural, engineering, development, construction and construction cost guarantee contracts or bonds entered into in connection with the improvement or rehabilitation of the Property, all plans and specifications, construction drawings, estimates, building or use permits, subdivision plats and any related subdivision development requirements and specifications prepared by the engineer and architect thereunder, relating to the construction, development, ownership or maintenance of the Property; (d) all engineering reports, studies, surveys, soil reports and other documents relating to the Property; (e) all modifications, parts, and accessions to each and all of the foregoing and all renewals and replacements thereof.
- (d) All rents, issues and profits of the Property, all existing and future leases of the Property (including

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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 untenantability 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 existing or to be constructed, installed, completed or rehabilitated 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.

(g) All contracts, agreements, or commitments between Trustor and any utility company, water company or user association, telephone company, or other entity to furnish electricity, natural gas, telephone, sewer, water or other such services, or to provide hook-ups, connections, lines or other necessary taps to the Property and the improvements thereon. Trustor hereby irrevocably appoints Beneficiary as its attorney-in-fact to execute, acknowledge, and deliver any instruments and to do or perform any act in the name or on behalf of Trustor necessary to maintain and continue any such contracts, agreements or commitments with any such utility company and, otherwise, to perform all acts necessary to assure uninterrupted utility service to the Property for construction, rehabilitation, maintenance operations or otherwise.

(h) Any other contracts, subcontracts, work orders, change orders or agreements for the construction and/or completion of the improvements to be constructed on the Property and all contracts and agreements which shall hereinafter be entered into relating to construction on all or any portion of the Property.