



201107210080
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

139615-6

AFTER RECORDING RETURN TO:

Bishop, White, Marshall & Weibel, P.S.

720 Olive Way, Suite 1201

Seattle, WA 98101

(206) 622-7527

Ref: Shultz, George E & Janet D, 1452.1115651

Reference Number(s) of Documents assigned or released: 200805210028

Document Title: Notice of Trustee's Sale

Grantor: Bishop, White, Marshall & Weibel, P.S.

Grantee: George E Shultz and Janet D Shultz, formerly Janet D Stewart, husband and wife

Abbreviated Legal Description as Follows: Lot 6, Alger Valley Acres TGW Easement

Assessor's Property Tax Parcel/Account Number(s): P118072

NOTICE: AS THE RESULT OF AN ORDER ENTERED IN A BANKRUPTCY PROCEEDING, GEORGE EDGAR SHULTZ AND JANET DARLENE SHULTZ FKA JANET STEWART FKA JANET MAYVILLE MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID BALANCE OF THE BELOW REFERENCED LOAN. HOWEVER, THE BENEFICIARY RETAINS A DEED OF TRUST DESCRIBED BELOW WHICH IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON.

NOTICE: IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THEN THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT BUT IS INTENDED ONLY TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST.

NOTICE: IF YOU ARE PERSONALLY LIABLE TO PAY THIS OBLIGATION, WE WISH TO INFORM YOU THAT WE ARE A DEBT COLLECTOR. ANY INFORMATION YOU PROVIDE TO US WILL BE USED FOR THE PURPOSES OF FORECLOSING THE DEED OF TRUST MENTIONED BELOW.

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Bishop, White, Marshall & Weibel, P.S. will on October 21, 2011 at 10:00 am at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in Skagit County, State of Washington, to-wit;

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See Exhibit 'A'

Together with that certain 66 x 28 foot Greenbriar manufactured home bearing VIN No. 2191-0166-P AB and more fully described in that certain Title Elimination document filed with the Auditor of Skagit County, Washington on January 8, 2002 under Recording/Auditor's No. 200201080073.

which is subject to that certain Deed of Trust dated May 16, 2008, recorded May 21, 2008, under Auditor's File No. 200805210028 records of Skagit County, Washington, from George E Shultz and Janet D Shultz, formerly Janet D Stewart, husband and wife, as Grantor, to Washington Services, Inc., a Washington Corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 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:

- i) Failure to pay the following amounts, now in arrears:

**Delinquent Monthly Payments Due from 12/1/2010
through 7/1/2011:**

6 payment(s) at \$1633.00

2 payment(s) at \$1601.00

Total:

13,000.00

Late Charges:

8 late charge(s) at \$66.27

for each monthly payment not made within 15 days of
its due date

Total Late Charges

530.16

Property Inspection

25.00

TOTAL DEFAULT

\$13,555.16

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IV

The sum owing on the obligation secured by the Deed of Trust is: \$201,272.31, together with interest from November 1, 2010 as provided in the note or other instrument, 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 October 21, 2011. The payments, late charges, or other defaults must be cured by October 10, 2011 (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 October 10, 2011 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after October 10, 2011 (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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on June 15, 2011, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on June 15, 2011, 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 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 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.

NOTICE TO ALL PERSONS AND PARTIES WHO ARE GUARANTORS OF THE OBLIGATIONS SECURED BY THIS DEED OF TRUST: (1) 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; (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.

EFFECTIVE DATE: July 20, 2011

BISHOP, WHITE, MARSHALL & WEIBEL, P.S.,
Successor Trustee

By: _____

William L. Bishop, Jr.
720 Olive Way, Suite 1201
Seattle, WA 98101
(206) 622-7527

State of Washington)
) ss.
County of King)

On this 19th day of July, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William L. Bishop, Jr., to me known to be an Officer of Bishop, White, Marshall & Weibel, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Esther Lee
Name: Esther Lee
NOTARY PUBLIC in and for the State of
Washington at King County
My Appt. Exp: 8-1-2011



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Exhibit A

DESCRIPTION:

PARCEL "A":

Lot 6, "PLAT OF ALGER VALLEY ACRES," as recorded May 7, 2001 under Auditor's File No. 200105070084, records of Skagit County, Washington.

PARCEL "B":

An easement for ingress, egress and utilities in Sections 29 and 30, Township 36 North, Range 4 East, W.M., being 60 feet in width, lying 30 feet on each side of the following described centerline:

Commencing at the East $\frac{1}{4}$ corner of said Section 30;
thence North $86^{\circ}19'27''$ West along the South line of the Northeast $\frac{1}{4}$ of said Section 30, a distance of 901.68 feet to the Easterly right of way margin on Friday Creek Road (being 30 feet Easterly of centerline of right of way);
thence North $3^{\circ}57'38''$ West along said Easterly right of way margin a distance of 30.27 feet to the true point of beginning;
thence South $86^{\circ}19'27''$ East a distance of 184.70 feet to the beginning of a curve to the left having a radius point being North $3^{\circ}40'33''$ East a distance of 200.00 feet;
thence Northeasterly along said curve an arc distance of 224.24 feet through a central angle of $64^{\circ}14'23''$;
thence North $29^{\circ}26'10''$ East a distance of 231.52 feet to the beginning of a curve to the right, having a radius point bearing South $60^{\circ}33'50''$ East a distance of 200.00 feet;
thence Northeasterly along said curve an arc distance of 71.56 feet through a central angle of $20^{\circ}30'01''$;
thence North $49^{\circ}56'11''$ East a distance of 798.45 feet to the beginning of a curve to the right having a radius point bearing South $40^{\circ}03'49''$ East a distance of 200.00 feet;
thence Northeasterly along said curve an arc distance of 25.88 feet;
thence North $57^{\circ}20'57''$ East a distance of 531.00 feet to the terminus of said centerline description herein referred to as "Reference Point A" and together with a 90.00 foot diameter cul de sac having a radius point lying South $32^{\circ}39'03''$ East at a distance of 15.00 feet from the above described "Reference Point A".
(Delineated on Plat of Alger Valley Acres as Tract "A" Corporate Road).

All Situated in Skagit County, Washington.



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'Mailing List'

George E Shultz, aka George Edgar Shultz
19021 Daisy Lane
Burlington, WA 98233

Janet D Shultz, aka Janet Darlene Shultz, aka Janet Stewart, aka Janet D Stewart, aka Janet Mayville
19021 Daisy Lane
Burlington, WA 98233

George E Shultz, aka George Edgar Shultz
PO Box 453
Burlington, WA 98233

Janet D Shultz, aka Janet Darlene Shultz, aka Janet Stewart, aka Janet D Stewart, aka Janet Mayville
PO Box 453
Burlington, WA 98233

George E Shultz
c/o Cawood King Bebout, Attorney at Law
1023 S 3rd St
Mount Vernon, WA 98273-4301

Janet D Shultz
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1023 S 3rd St
Mount Vernon, WA 98273-4301

Virginia A Burdette
600 Stewart St Ste 1300
Seattle, WA 98101



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