

K&L Gates, LLP
Attn: Brian L. Lewis
925 Fourth Ave., Suite 2900
Seattle, Washington 98104
File No.: 2068227.00006/5007022263



201208080058
Skagit County Auditor

8/8/2012 Page 1 of 6 11:51AM

Grantor(s): Brian L. Lewis (Successor Trustee)
Opus Bank, as successor by merger to Cascade Bank (Beneficiary)

Grantee: Fischer, Gerald D.; and
Fischer, Karane

Abbr. Legal Description: Lot 2, Harvest Edge

Assessor's Tax Parcel ID #: 4885-000-002-0000
Reference Number of Related Documents (Deed of Trust): 200703050170

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I.

NOTICE IS HEREBY GIVEN that the undersigned, Brian L. Lewis, Esq., Trustee will on **November 9, 2012**, at 10:00 a.m. at the main entrance to the Skagit County Superior Courthouse, 205 W. Kincaid, in the City of Mount Vernon, 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:

LEGAL DESCRIPTION

LOT 2 PLAT OF HARVEST EDGE AS RECORDED MARCH 17, 2006, UNDER
AUDITOR'S FILE NO. 200603170131, RECORDS OF SKAGIT COUNTY, WASHINGTON

APN: 4885-000-002-0000

located at 423 Harvest Edge Place, Burlington, WA 98233, which is subject to that certain Deed of Trust dated February 28, 2007, and recorded on March 5, 2007, under Auditor's File No. 200703050170, records of Skagit County, Washington ("Deed of Trust"), from Gerald D. Fischer and Karane Fischer, husband and wife, as Grantor, to Evergreen Title Company as Trustee, to secure an obligation in favor of Cascade Bank as Beneficiary;

the beneficial interest in which has succeeded to Opus Bank, by merger with Cascade Bank.

II.

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.

III.

The default(s) for which this foreclosure is made, including the failure to pay when due the following amounts which are now in arrears, are as follows:

Currently Due on August 3, 2012

Arrearages

Principal & Interest Payments	\$	9,272.00
Late Charges	\$	324.31
ESTIMATED SUBTOTAL.....	\$	9,596.31

Costs and Fees

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs and fees to reinstate the Deed of Trust.



Attorneys' fees	\$ 882.17
Trustee's Fees	\$ 1,082.67
Title Report	\$ 696.81
Recording Fees.....	\$ 75.00
Service/Posting	\$ 150.00

ESTIMATED TOTAL COSTS AND FEES: \$ 2,886.65

Total Current Estimated Reinstatement Amount: \$12,482.96

The estimated amounts that will be due to reinstate the obligation secured by the Deed of Trust on October 30, 2012 (11 days before the sale date):

Additional Arrearages

3 months of principal and interest payments @ \$1,159.00 each\$3,477.00

Additional Costs and Fees

Trustee's and Attorneys' Fees	\$ 4,000.00
Publication Costs	\$ 600.00
Recording Fees.....	\$ 75.00
Service/Posting	\$ 150.00
Additional Late Charges.....	\$ 121.62

**Total Estimated Reinstatement Amount
as of October 30, 2012 (11 days before the sale date): \$20,906.58**

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$159,889.32 together with interest as provided in the underlying Note and such other costs and fees as are due under the Note and Deed of Trust 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 November 9, 2012. The default(s) referred to in paragraph III must be cured by October 30, 2012 (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 30, 2012 (11 days before the sale date) the default(s) as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated



any time after October 30, 2012 (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. This is an attempt to collect a debt and any information obtained will be used for that purpose.

VI.

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

Certified Mail 7011 0110 0000 2291 3341
Return Receipt Requested
Karane Fischer
1205 Freedom Blvd., Suite 2
Watsonville CA 95076

Certified Mail 7011 0110 0000 2291 3334
Return Receipt Requested
Gerald D. Fisher
1205 Freedom Blvd., Suite 2
Watsonville CA 95076

USPS First Class Mail
Karane Fischer
1205 Freedom Blvd., Suite 2
Watsonville CA 95076

USPS First Class Mail
Gerald D. Fisher
1205 Freedom Blvd., Suite 2
Watsonville CA 95076

by both first class and certified mail on July 3, 2012 proof of which is in the possession of the Trustee; and on July 4, 2012, said 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 are afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the Revised Code of Washington, Chapter 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale.



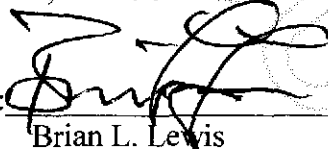
X.

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 GUARANTORS PER RCW 61.24.042. 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.

DATED this 7th day of August, 2012.

Brian L. Lewis, Esq
K&L Gates, LLP
925 Fourth Avenue, Suite 2900
Seattle, WA 98104

By: 

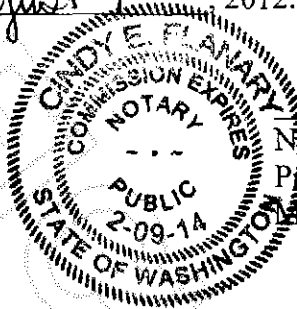
Brian L. Lewis
(206) 623-7580

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I certify that I know or have satisfactory evidence that Brian L. Lewis 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 7 2012.



Cindy E. Flanary

Notary Public

Print Name

Cindy E. Flanary

My appointment expires

2-9-14

A copy of this Notice of Trustee Sale has been transmitted by both first class and certified mail to the following parties:

Karane Fischer
1205 Freedom Blvd., Suite 2
Watsonville CA 95076

Gerald D. Fisher
1205 Freedom Blvd., Suite 2
Watsonville CA 95076

