

Filed for Record at Request of:

Shultz Law Offices
160 Cascade Place, Suite 211
Burlington, WA 98233



201301080054
Skagit County Auditor

1/8/2013 Page 1 of 4 12:18PM

REFERENCE NUMBER OF RELATED DOCUMENT: 201103110058
GRANTOR: Shultz Law Offices
GRANTEE: Donald R. Eerkes
ABBREVIATED LEGAL DESCRIPTION: Lot 46, Block E, "Cape Horn on the
Skagit, Division No. 1"
ASSESSOR'S TAX PARCEL NUMBER: 3868-005-046-0000, P63076

201209070075
AMENDED NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on March 1, 2013, at the hour of 10:00 a.m., on the steps in front of the South entrance to the Skagit County Courthouse, 205 W Kincaid Street, 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 Skagit County, State of Washington, to-wit:

**LOT 46, BLOCK E, "CAPE HORN ON THE SKAGIT, DIVISION NO. 1", AS PER
PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 92 THROUGH 97,
INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON.

The real property is commonly known as 41632 North Shore Lane, Concrete, Washington 98237 (Tax ID # 3868-005-046-0000, P63076).

The above-described property is subject to a Deed of Trust recorded under Skagit County Auditor's File No. 201103110058, from Donald R. Eerkes, as Grantor, to Guardian Northwest Title & Escrow, as Trustee, and to Summit Bank, as Beneficiary.

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 for which this foreclosure is made is as follows:

A. Defaults Other Than Payment of Money:

Failure to pay real property taxes.

B. Failure to pay when due the following amounts which are now in arrears:

Principal and Interest Due and Owing (9 months in arrears)	\$ 2,134.08
Late Fees/Fee Advances	<u>\$ 5,368.73</u>
Interest and Fees continue to accrue.	
Total Arrears	\$ 7,502.81

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$17,815.65, together with interest as provided in the Note or other instrument secured from March 11, 2011, and such other costs and fees as are due under the Note and any security instrument, and as are provided by statute.

V.

The above-described Real Property will be sold to satisfy the expenses of sale and the obligations secured by said Deed of Trust as provided by statute. Sale will be made without warranty, express or implied, regarding title, possession, encroachments or encumbrances on March 1, 2013. The defaults referred to in paragraph III must be cured by February 18, 2013 (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 February 18, 2013, the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after February 18, 2013, and before the sale by the Borrower, Grantor, any Guarantor, or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire principal balance and interest, plus costs, fees and advances, if any made pursuant to the terms of the Promissory Note and/or Deed of Trust, and by curing all other defaults.

//



VI.

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

TO: Don Eerkes
4404 H Avenue
Anacortes, WA 98221

AND TO: Donald R. Eerkes
216 Gibson Street
Sedro Woolley, WA 98284

AND TO: Donald R. Eerkes
7370 N. Wilde Road Space 35
Concrete, WA 98237

by both first class and certified mail on July 30, 2012, proof of which is in the possession of the Trustee, and the written Notice of Default was posted in a conspicuous place on the real property described in paragraph 1 above on August 1, 2012, and the Trustee has in his possession proof of such posting.

VII.

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.

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 of their interest in the above-described property.

IX.

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.

DATED this 8th day of January 2013.

//



Successor Trustee:

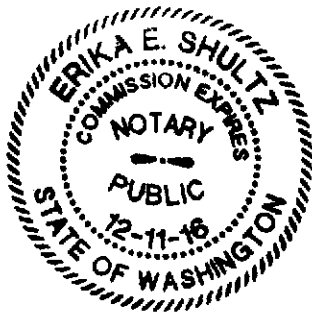
SHULTZ LAW OFFICES


By: John A. Shultz, Trustee
Shultz Law Offices
160 Cascade Place, Suite 211
Burlington, WA 98233
360-404-2017

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me John A. Shultz to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, as Trustee, for the uses and purposes therein mentioned.

DATED THIS 8th day of January, 2013.




Notary Public in and for the State of Washington
Residing at: Bellingham
My Commission Expires: 12/11/2016