

Filed for Record at Request of:
David R. Riley
Weinstein & Riley, P.S.
2001 Western Avenue, Suite 400
Seattle, WA 98121



20090107000998

RILEY PAGE 001 OF 006 NTS 47.00
01/07/2009 13:37
KING COUNTY, WA

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, *et. seq.*

TO: 1350 Alki LLC 3400 Phinney Ave. N., #200 Seattle, WA 98103	Barry J. Lamb 3904 47 th Ave S Seattle, WA 98118	Linda Lamb 3904 47 th Ave S Seattle, WA 98118
S. Michael Hoffman 2111 17 th Avenue S Seattle, WA 98144	Samantha G. Haney 2111 17 th Avenue S Seattle, WA 98144	Jim A. Claoy 24513 137 th Ave SE Kent, WA 98042
Susan L. Claoy 24513 137 th Ave SE Kent, WA 98042	Paul A. Favro 26821 SE 22 nd Court Sammamish, WA 98075	Kathryn A. Favro 26821 SE 22 nd Court Sammamish, WA 98075
Carlos A. de la Torre 6643 Woodlawn Ave. N Seattle, WA 98103	Sarah de la Torre 6643 Woodlawn Ave. N Seattle, WA 98103	Touha Tseng 306 Shiloah Hills Drive E Spokane, WA 98208
Meng Tseng 306 Shiloah Hills Drive E Spokane, WA 98208		

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, David R. Riley, will on the 10th day of April, 2009, at the hour of 10:00 o'clock a.m. at the Fourth Avenue main entrance to the Administration Building, 500 Fourth Avenue, Seattle, 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 King, State of Washington, legally described as follows:

Parcel 1: An Undivided 9/10ths interest in and to Lots 14 and 15, Block 1, King Addition, according to the plat thereof recorded in volume 40 of plats, page 47, in King County, Washington.

Parcel 2: Units 2N, 2S, 3N, 4N, 5N, 5S, and 6N, 1350 Alki Condominium, a Condominium, according to the Condominium declaration recorded under recording number 20080507000389, and Amendments thereto, if any, and in Volume 249 of condominiums, page(s) 39 through 42, inclusive, in King County, Washington.

The Real Property or its address is commonly known as: 1350 Alki Condominium, 1350 Alki Avenue SW, Seattle, WA 98116.

Assessor's Property Tax Parcel Account Number(s): 860060-0010; 860060-0020; 860060-0030; 860060-0040; 860060-0050; 860060-0060; 860060-0070; 860060-0080; 860060-0090.

which is subject to that certain Deed of Trust dated November 21, 2006, recorded December 5, 2006, under Auditor's File No. 20061205000387, records of King County, Washington, from 1350 Alki, LLC, as Grantor, to Pacific Northwest Title Company of Washington, as Trustee, to secure an obligation in favor of Frontier Bank, as Beneficiary.

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 is/are as follows:

Failure to pay when due the following amounts which are now in arrears and/or other defaults:

A. Principal (Fully Mature Loan):	\$4,833,283.40
B. Interest to 01/05/09:	\$ 141,300.95
C. Late Fees:	<u>\$ 2,128.00</u>
Total Arrearage	\$4,976,712.35

D. Trustee's Expenses (Itemization)

Attorney's Fees	\$500.00
Title Report	\$7,334.61
Process Service	\$250.00
Photocopies	\$
Statutory Mailings	\$150.00
Recording Fees	\$64.00
Toll Calls	\$0.00
Publication	\$0.00
Inspection Fees	\$0.00
Other	\$0.00

Total Costs \$8,299.61

Total Amount Due: \$4,985,011.96

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$4,971,165.97, together with interest as provided in the note or other instrument secured from the 16th of September 2008, 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 the 10th day of April, 2009. The default(s) referred to in paragraph III must be cured by the 30th day of March, 2009 (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 the 30th day of March, 2009 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 30th day of March, 2009 (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 Trustee to the Borrower and Grantor at the following address(es):

1350 Alki LLC
3400 Phinney Ave. N., #200
Seattle, WA 98103

S. Michael Hoffman
2111 17th Avenue S
Seattle, WA 98144

Susan L. Claoy
24513 137th Ave SE
Kent, WA 98042

Carlos A. de la Torre
6643 Woodlawn Ave. N
Seattle, WA 98103

Meng Tseng
306 Shiloah Hills Drive E
Spokane, WA 98208

Barry J. Lamb
3904 47th Ave S
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Samantha G. Haney
2111 17th Avenue S
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Paul A. Favro
26821 SE 22nd Court
Sammamish, WA 98075

Sarah de la Torre
6643 Woodlawn Ave. N
Seattle, WA 98103

Linda Lamb
3904 47th Ave S
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Jim A. Claoy
24513 137th Ave SE
Kent, WA 98042

Kathryn A. Favro
26821 SE 22nd Court
Sammamish, WA 98075

Touha Tseng
306 Shiloah Hills Drive E
Spokane, WA 98208

by both first class and certified mail on the 30th day of October 2008, proof of which is in the possession of the Trustee; and on October 30th, 2008 the Borrower and Grantor were personally served with said written notice of default **OR** the written notice of default was posted on 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 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.

The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues, or other information about the real property being foreclosed should obtain all such information independently.

XI.

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 and tenants. After the 20th 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.

**XII.
NOTICE TO GUARANTORS**

Guarantor(s) of the obligation secured by this deed of trust: (1) 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) have 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) 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: January 2, 2009



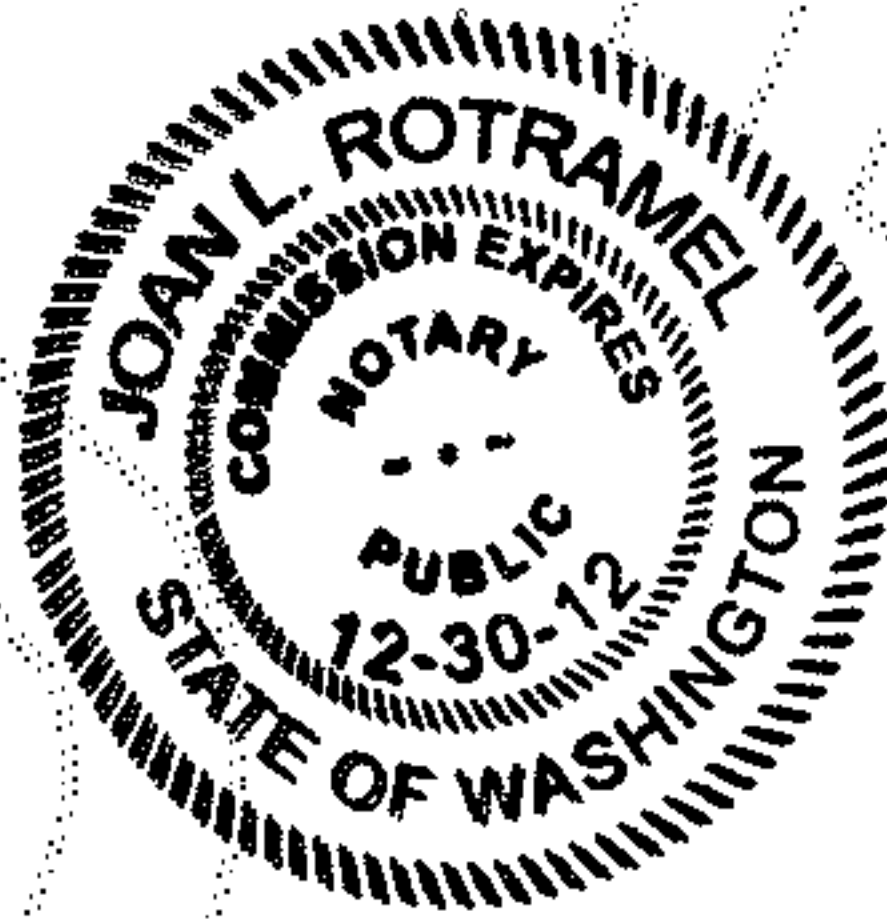
David R. Riley, Trustee
Weinstein & Riley, P.S.
2001 Western Avenue, Suite 400
Seattle, WA 98121
(206) 269-3490

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this day personally appeared before me DAVID R. RILEY, 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, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of January, 2009.



Joan L. Rotramel
Notary Public in and for the State of Washington
Residing on Bainbridge Island
My commission expires 12/30/12