

NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN

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

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Timothy G. Krell, will on **June 12th, 2026 at 10:00 a.m. inside the main lobby of the Skagit County, 205 W. Kincaid Street in the City of Mount Vernon, State of Washington** sell at public auction to the highest and best 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 the County of Whatcom, State of Washington, to wit:

PARCEL A:

That portion of the Northwest Quarter of the Southeast Quarter of Section 3, Township 34 North, Range 2 East of the Willamette Meridian, lying within the boundaries of the following described tract:

Beginning at the South Quarter corner of said Section 3; thence North 0 degrees 31'38" East for a distance of 1,217.4 feet; thence South 89 degrees 28'22" East for a distance of 134 feet; thence North 0 degrees 31'38" East for a distance of 481.60 feet to the true point of beginning; thence South 89 degrees 52'22" East for a distance of 200 feet; thence North 0 degrees 31'38" East for a distance of 200 feet; thence North 89 degrees 52'22" West for a distance of 200 feet; thence South 0 degrees 31'38" West for a distance of 200 feet to the true point of beginning.

EXCEPT from all of the above any portion lying within the North 82.5 feet (5 rods) of the Southwest Quarter of the Northwest Quarter of said Section 3.

PARCEL B:

A non-exclusive easement for road access 20 feet in width lying North of the J.T. Stevenson Road also known as Padilla Heights Road and South of the South line of the above described tract being 10 feet on each side of the following described center line:

Beginning at the South Quarter corner of Section 3, Township 34 North, Range 2 East of the Willamette Meridian; thence North 0 degrees 31'38" East for a distance of 1,217.4 feet; thence South 89 degrees 28'22" East for a distance of 144 feet to the true point of beginning; thence North 0 degrees 31'38" East for 481.6 feet to the South line of the above described tract of land.

Situated in Skagit County, Washington.

The afore-described real property is subject to that certain Deed of Trust dated November 16, 2021, recorded on November 23, 2021, under Skagit County Auditors File No. 202111230224, records of Skagit County, Washington, from Terry Tidrington, a single person, as a Grantor, to Timothy G. Krell, Attorney at Law, Successor Trustee by Appointment of Successor Trustee recorded November 13, 2024 under Skagit County Auditors File No. 202411130006, to James T. Butler, Trustee of the James T. Butler Revocable Trust dated March 27, 2000 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, Grantor's or any successor in interest's default on the obligation secured by the Deed of Trust.

III. The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

Principal Balance: \$150,000;
Interest Due Through December 31, 2025: \$36,000;
Interest Due to the dated date of this Notice: 65 days @ \$49.32 Per Diem: \$3,205.80;
Subtotal: \$189,205.80
Costs and Fees
In addition to the amounts specified above, you are obligated to pay the following estimated charges, costs and fees to reinstate the Deed of Trust.

Trustee's or Attorneys' Fees \$6,000
Title Report \$736.58
Recording Fees \$635.50
Payment of 2022 Delinquent Real Estate Taxes Skagit County Treasurer \$3,619.63
Postal Costs \$39.25
Estimated Photocopies n/a
Long Distance Telephone Charges n/a
Service/Posting of Notice of Default \$130
Subtotal: \$11,121.71
Total Amount Due: \$200,327.51

IV. The sum owing on the obligation secured by the Deed of Trust is \$200,327.51, together with interest as provided in the underlying agreements memorializing the obligation and such other costs and fees as are provided by statute. Of course, as time passes other payments may become due, and any further payments coming due and any additional charges must be added to the amount due for full payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured.

In addition, because some of the charges can only be estimated at this time and because the amount necessary for payoff may include presently unknown expenditures required to preserve the property, or to comply with state or local laws, it is necessary for you to contact the Trustee before the time you tender a payoff amount so that you may be advised of the exact amount you will be required to pay. Tender of payment or performance must be in the full amount by certified funds or cash equivalent to the Trustee whose address is:

Timothy G. Krell Real Estate Law PLLC
805 Dupont Street, Suite #1
Bellingham, WA 98225
(360) 671-3430 Phone
(360) 671-3241 Fax

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 June 12, 2026. The default(s) referred to in paragraph III must be cured by June 1, 2026 (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 June 1, 2026 (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 June 1, 2026 (11 days before the sale date) and before the sale by the Borrower, Grantor, any Guarantor, any successor in interest, 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 Borrower, Grantor, and any successor at the following address:

Terry Tidrington
1211 19th Street
Anacortes, WA 98221

by both first class and registered mail, return receipt requested, on January 5, 2026, proof of which is in the possession of the Trustee; and on January 6, 2026 said written Notice of Default was posted on the property. The Trustee has possession of proof of such service.

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 an 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 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. Service of process of any lawsuit or legal action may be made on Timothy G. Krell, whose address is: 805 Dupont Street, Bellingham, WA 98225.

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 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.

XI. Notice to Guarantor:
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. 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 priorities 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 cost.

The Guarantor has the same rights to repay the debt as is given to the Grantor in order to avoid the Trustee's Sale. The Guarantor will have no right to redeem the Property after the trustee's sale. Any action 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 (subject to such longer periods as are provided in RCW 61.24).

DATED this 6th day of March, 2026
/s/ Timothy G. Krell / Successor Trustee
Timothy G. Krell Real Estate Law, PLLC
805 Dupont Street, Ste 1
Bellingham, WA 98225
For further information please call (360) 671-3430.

Published May 9, 30, 2-2 SVH-73567