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AFTER RECORDING RETURN TO:
Professional Foreclosure
Corporation of Washington
522 S.W. Fifth Avenue, #300
Portland, OR 97204
(503) 241-0772

KATHY HILL
SKAGIT COUNTY AUDITOR

'98 OCT 29 P3:53

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RECORDED _____ FILED _____
REQUEST OF _____

NOTICE OF TRUSTEE'S SALE

ISLAND TITLE CO.
SB-13195 ✓

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Professional Foreclosure Corporation of Washington will on January 29, 1999, at the hour of 10:00 am at the main entrance to the Skagit County courthouse located in the City of Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

Ptn. E/2 NW NW, Sec. 33, T33N, R4E W.M. (The complete Legal Description is attached hereto as Exhibit "A".) There is situated on said property a certain 1979 Oakbrook Mobile Home, Series & Body Type 52/24, Vehicle I.D. No. 14L10204XU. It is covenanted and agreed that said real property includes, as improvement thereto and thereon, that certain mobile home referenced above as a part thereof. It shall not be severed or removed therefrom.

Tax Parcel No.: 330433-2-005-0009

Commonly known as: 1821 Starbird Road
Mount Vernon, WA 98273

which is the subject of that certain Deed of Trust dated April 8, 1988, recorded April 13, 1988, under Auditor's File No. 8804130054, records of Skagit County, Washington, from James W. Gentry and Georgeina R. Gentry, Husband and Wife, as Grantor, to Ticor Title Insurance Company, A California Corporation as Trustee, to secure an obligation in favor of Guardian Mortgage Company, a Washington Corporation as Beneficiary, the beneficial interest in which was assigned to Union Planters Bank, N.A., fka Union Planters National Bank, fka Leader Federal Bank for Savings, under an Assignment recorded on January 29, 1991, as Auditor's File No. 9101290006.

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.

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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:

Monthly payments in the sum of \$476.85 from April 1, 1998, through June 1, 1998, and \$465.97 from July 1, 1998, together with all fees, costs and or disbursements incurred or paid by the beneficiary and or trustee, their employees, agents or assigns. The Trustee's fees and costs are estimated at \$1,500.00 as of January 29, 1999.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance \$35,494.19, together with interest in the note or other instrument secured from March 1, 1998, 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 January 29, 1999. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, must be cured by January 18, 1999 (11 days before sale), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before January 18, 1999 (11 days before the sale), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after January 18, 1999 (11 days before the sale), 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address:

Bob Nickelson
1821 Starbird Road
Mount Vernon, WA 98273

Lois Nickelson
1821 Starbird Road
Mount Vernon, WA 98273

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James W. Gentry
1821 Starbird Road
Mount Vernon, WA 98273

Georgeina R. Gentry
1821 Starbird Road
Mount Vernon, WA 98273

Occupant(s)
1821 Starbird Road
Mount Vernon, WA 98273

by both first class and certified mail on July 31, 1998 proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on August 4, 1998 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 above, and whose telephone number is (503) 241-0772, 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 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 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.

A list of the persons this Notice was sent to is attached hereto as exhibit "B".

EXHIBIT A

The land referred to in this policy is situated in the State of Washington, County of Skagit, and is described as follows:

The South 254 feet of the West 90 feet of the following described tract:

That portion of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 33 North, Range 4 East, W.M., described as follows:

Commencing at a point on the center line of the county road running along the Southerly boundary of the East 1/2 of the Northwest 1/4 of the Northwest 1/4, said section where the same is intersected by the East line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section, the TRUE POINT OF BEGINNING; thence North on the East line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said section, a distance of 38 rods, 15 feet; thence West 19 rods, 13 feet; thence South parallel with the said East line to the center of the said county road; thence East along the center line of the county road to the Point of Beginning.

EXCEPT county road.

ALSO EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed dated May 21, 1969, and recorded May 22, 1969, under Auditor's No. 726807.

There is situated on said property a certain 1979 Oakbrook Mobile Home, Series & Body Type 52/24, Vehicle I.D. No. 14L10204XU. It is covenanted and agreed that said real property includes, as an improvement thereto and thereon, that certain mobile home referenced above as a part thereof. It shall not be severed or removed therefrom.

EXHIBIT "B"

Bob Nickelson
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Mount Vernon, WA 98273

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