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SKAGIT COUNTY AUDITOR

AFTER RECORDING RETURN TO: Law Offices of Karen L. Gibbon, P.S. 6317 Phinney Avenue North Seattle, WA 98103 99 FEB 10 P4:00

REQUEST OF \_\_\_\_

## 9902100132

NOTICE OF TRUSTEE'S SALEFIRST AMERICAN TITLE CO.

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TO: Keith W. Hofkamp Jane Doe Hofkamp Occupants
Commercial Credit Corporation
Susan McGuire Hofkamp

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Karen L. Gibbon, P.S., will on May 14th, 1999, at the hour of 10:00 a.m., at Main entrance of Skagit County Courthouse, 205 Kincaid Street, in the City of Mount Vermon, 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:

LOTS 1 AND 2, BLOCK 1506, "NORTHERN PACIFIC ADDITION TO ANACORTES", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11, RECORDS OF SKAGIT COUNTY, WASHINGTON; (ALSO BEING KNOWN AS LOT A OF SURVEY RECORDED DECEMBER 13, 1993, IN VOLUME 15 OF SURVEYS, PAGE 61.) (TAX PARCEL NO. 3809-506-002-0100 (R106232))

(commonly known as 4001 West 3rd Street, Anacortes, WA 98221), which is subject to that certain Deed of Trust, dated September 23, 1997, recorded September 29, 1997, under Auditor's File No. 9709290132 records of Skagit County, Washington, from Keith W. Hofkamp, an unmarried man, as his sole and separate property, as Grantors, to Island Title Company, as Trustee, to secure an obligation in favor of Old Seattle Lending Group, Inc., a Washington corporation, as Beneficiary, the beneficial interest in which has been assigned to Bankers Trust Company of California, N.A., as custodian or trustee under Skagit County Auditor's File No. 9801200098.

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

8 monthly payments at \$1788.54 each,
(July 1, 1998 - February 1, 1999): \$ 14,308.32

3 late charges at \$80.22 each, for each
monthly payment not made within 15 days of
its due date: \$ 240.66

Accrued late charges: \$ 854.50
Less suspense or rents received: \$ 0.00

TOTAL MONIHLY PAYMENTS AND LATE CHARGES: \$ 15,403.48

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Default other than failure to make monthly payments:

General Taxes Delinquent for the 2nd half of 1998 in the amount of \$1066.01 plus interest and penalties

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$198,505.42, together with interest as provided in the note or other instrument secured from June 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 said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on May 14th, 1999. The defaults referred to in paragraph III must be cured by May 3rd, 1999 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before May 3rd, 1999 (11 days before the sale) 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 May 3rd, 1999 (11 days before the sale date), and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance paying the principal and interest 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 Beneficiary or Trustee to the Borrower or Grantor at the following addresses:

Keith W. Hofkamp Both At: 4001 West 3rd Street
Jane Doe Hofkamp Anacortes, WA 98221

by both first class and certified mail on November 18th, 1998, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on November 19th, 1998, with said written Notice of Default and/or the Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has in his possession proof of such service or posting.

VII.

The Trustee whose name and address is set forth below will provide in writing, to any person 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 objections to this 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 R.C.W. 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's Sale.

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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.

This notice is an attempt to collect a debt, and any information obtained will be used for that purpose.

DATED: February 9, 1999.

KAREN L. GIBBON, P.S., Successor Trustee

KAREN L. GIBBON, President LAW OFFICES OF KAREN L. GIBBON, P.S. 6317 Phinney Avenue North Seattle, WA 98103 (206) 782-1456

STATE OF WASHINGTON SS. COUNTY OF KING

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KAREN L. GIRBON, to me known to be the President of the corporation that executed the foregoing NOTICE OF TRUSTEE'S SALE, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that she is authorized to execute the said instrument.

Given under my hand and official seal on February 9, 1999.

Notary Public in and for the State of Washington, residing at 2000

My commission expires

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