



199908310147

Kathy Hill, Skagit County Auditor
8/31/1999 Page 1 of 5 3:55:42PM

After Recording, Return to:
Kathy Taggart
North Pacific Trustee, Inc.
PO Box 4143
Bellevue, WA 98009-4143

File No. 7069.20728/Reyes, Joe
Grantors: North Pacific Trustee, Inc.
Norwest Bank Minnesota, N.A., as Trustee
Grantee: Reyes, Joe

Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

I.

ISLAND TITLE CO. (CURL)
SB-14367 ✓

On December 3, 1999, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Skagit, State of Washington:

Tax Parcel ID No.: 360301-2-006-0509

Abbreviated Legal: Ptn. S/2 NW, Sec. 1, T36N, R3E W.M., more particularly described on page 5 of this document.

SEE ATTACHED. It is covenanted and agreed that said real property includes as an improvement thereto and thereon that certain 1970 mobile home, 60 x 12, BONPTR, Serial No. OW1237PC21, as a part thereof. It shall not be severed or removed therefrom.

Commonly known as: 1517 Bear Creek Road
Bellingham, WA 98226

which is subject to that certain Deed of Trust dated 01/22/98, recorded on 02/05/98, under Auditor's File No. 9802050072, records of Skagit County, Washington, from Joe Reyes, a single person, as Grantor, to Island Title Company, as Trustee, to secure an obligation in favor of Ocwen Financial Services, Inc., as Beneficiary, the beneficial interest in which was assigned by Ocwen Financial Services, Inc. to Norwest Bank Minnesota, N.A., as Trustee, under an Assignment/Successive Assignments recorded under Auditor's File No. 9804200073.

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 Grantor's or Borrower'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:

	Amount due to reinstate by 08/25/99
A. Monthly Payments	\$6,615.50
B. Late Charges	\$529.28
C. Advances	\$0.00
D. Other Arrears	\$0.00
Total Arrearage	<u>\$7,144.78</u>
E. Trustee's Expenses (Itemization)	
Trustee's Fee	\$600.00
Attorneys' Fees	\$0.00
Title Report	\$470.00
Process Service	\$100.00
Photocopies	\$20.00
Statutory Mailings	\$40.25
Recording Fees	\$30.00
Toll Calls	\$15.00
Publication	\$0.00
Inspection Fees	\$0.00
Other	\$476.50
Total Costs	<u>\$1,751.75</u>
Total Amount Due:	\$8,896.53

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$76,669.19, together with interest as provided in the note or other instrument secured from 10/01/98, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.



199908310147

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 12/03/99. 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 11/22/99 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 11/22/99 (11 days before the sale date), 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 11/22/99 (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 balance of 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(es):

NAME AND ADDRESS

Joe Reyes
1517 Bear Creek Road
Bellingham, WA 98226

Jane Doe Reyes,
spouse of Joe Reyes
1517 Bear Creek Road
Bellingham, WA 98226

Matthew W. Peach, Attorney at Law
103 E. Holly Street, #510
Bellingham, WA 98225

Merrilee A. MacLean, Trustee
1201 3rd Avenue, #3040
Seattle, WA 98101

by both first class and either certified mail, return receipt requested, or registered mail on 07/22/99, proof of which is in the possession of the Trustee; and on 07/23/99 Grantor and Borrower 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 foreclosure costs and trustee's 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 right, title and interest in the above-described property.



199908310147

PARCEL A:

That portion of the South Half of the Northwest Quarter of Section 1, Township 36 North, Range 3 East of the Willamette Meridian; lying Southerly of Bear Creek and lying Southwesterly of the Lake Samish County Road, and being more particularly described as follows:

Commencing at an existing iron pipe at the center of said Section 1;
thence North 89°05'07" West, along the South line of said Northwest Quarter, a distance of 129.04 feet to an intersection with the Southwesterly margin of said Lake Samish County Road;
thence North 40°00'42" West, along said Southwesterly margin, a distance of 684.67 feet;
thence South 63°51'22" West a distance of 245.96 feet to the true point of beginning;
thence North 86°38'44" West a distance of 162.36 feet;
thence North 19°08'42" West a distance of 290.00 feet, more or less, to the centerline of said Bear Creek;
thence Easterly, along said centerline to a point that is North 19°08'42" West from the true point of beginning;
thence South 19°08'42" East a distance of 310.00 feet, more or less, to the true point of beginning.

(AKA Lot 1, SKAGIT COUNTY SHORT PLAT NO. SP#53-73)

PARCEL B:

An easement for ingress and egress, roadway and utilities, being 60 feet in width, the centerline of which is more particularly described as follows:

Commencing at an existing iron pipe at the center of Section 1, Township 36 North, Range 3 East of the Willamette Meridian;
thence North 89°05'07" West, along the South line of the Northwest Quarter of said Section 1 a distance of 129.04 feet to the Southwesterly margin of the Lake Samish County Road;
thence North 40°00'42" West, along said Southwesterly margin, a distance of 653.77 feet to the true point of beginning of said centerline;
thence South 63°51'22" West a distance of 261.26 feet;
thence North 86°38'44" West a distance of 461.19 feet;
thence North 66°46'52" West a distance of 110.56 feet to an intersection with a North-South line and the terminus of said centerline.

ALL situated in Skagit County, Washington.



199908310147

Kathy Hill, Skagit County Auditor

8/31/1999 Page 5 of 5 3:55:42PM