



199909030076

Kathy Hill, Skagit County Auditor

9/3/1999 Page 1 of 4 11:53:12AM

After Recording Return to:
CHESTER T. LACKEY
1200 HARRIS AVENUE, #307
BELLINGHAM, WA 98225

Document Title: Notice of Trustee's Sale
Grantor: Chester T. Lackey, and Katie Van Aubel
Grantee: Paul G. Bryan and Edwina Joan King
Legal: S 100 feet Lot 9 Everett's Fertile Acres
Parcel #3910-000-009-0111

LAND TITLE COMPANY OF SKAGIT COUNTY
P-90899

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24, ET. SEQ.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 10th day of December, 1999, at the hour of 10:00 o'clock A. M. at the first floor of the Skagit County Courthouse, in the City of Mount Vernon, 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:

The South 100 feet of Lot 9 "Everett's Fertile Acres", as per plat recorded in Volume 7 of Plats, pages 16 and 17, records of Skagit County, Washington.

which is subject to that certain Deed of Trust dated February 13, 1997 recorded February 20, 1997, under Auditor's File No. 9702200070, records of Skagit County, Washington, from Paul G. Bryan and Edwina Joan King, as Grantors, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Stanley Leake and James W. Leake, as Beneficiaries. Assigned to Katie Van Aubel under Skagit County Auditor's File No. 9702200073.

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 defaults for which this foreclosure is made are as follows:

Monthly payments in the amount of \$343.16 from March 5, 1999 through August 5, 1999 - \$2,058.96

Late Charges in the amount of \$17.16 from March 5, 1999 through August 5, 1999 - \$102.96

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$38,727, together with interest as provided in the note or other instrument secured, 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 December, 1999. The defaults referred to in paragraph III must be cured by the 29th day of November, 1999, (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 29th day of November, 1999, (11 days before the sale date), the defaults 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 the 29th day of November, 1999, (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 Beneficiary or Trustee to the Borrower and Grantor at the following addresses:



Paul Bryan and Edwina King
44251 Dalles Rd.
Concrete, WA 98237

Paul Bryan and Edwina King
4203 Dalles Rd.
Concrete, WA 98237

by both first class and certified mail on the 2nd day of July, 1999, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 7th day of July, 1999, 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 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 of 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 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 59.12RCW.



CHESTER T. LACKEY, Trustee
1200 HARRIS AVENUE, #307
Bellingham, Washington 98225
Phone: (360) 734-6390

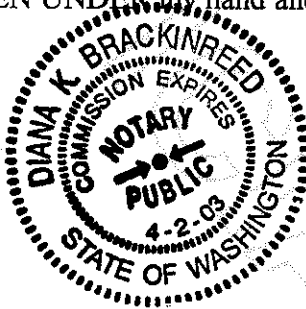
STATE OF WASHINGTON)

)ss.

COUNTY OF WHATCOM)

On this 31st day of August, 1999, before me personally appeared CHESTER T. LACKEY, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me 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 the day and year first above written.



Diana K. Brackinreed
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My Commission Expires 4-2-03.

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9/3/1999 Page 4 of 4 11:53:12AM