

RECORDED AT THE REQUEST OF  
H&L Services, Inc., Trustee  
1111 Third Avenue. #3400  
Seattle, WA 98101



199910040103  
Kathy Hill, Skagit County Auditor  
10/4/1999 Page 1 of 3 11:27:45AM

Document Title: Notice of Trustee's Sale

Grantor: H&L Services, Inc.

Grantee: Notice to the Public

Legal Description: Lot 13, "Eastwind"  
Official legal description on page \_\_\_\_

FIRST AMERICAN TITLE CO.  
59977-2

Assessor's Tax Parcel ID#: 4384-000-013-0011

Reference # (If applicable): 9712230073

HORTON  
64099-32087

**WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**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 7th day of January, 2000, at the hour of 10:00 o'clock, a.m., at the Lobby of Kincaid St. Entrance of the Skagit County Courthouse, 205 West Kincaid St., in the City of Mt. 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:

LOT 13, "PLAT OF EASTWIND", AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGES 31 AND 32, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON

(commonly known as 1914 N. 33RD PL. MT. VERNON, WA 98273) which is subject to that certain deed of trust dated December 18, 1997, recorded December 23, 1997, under Auditor's File No. 9712230073, records of Skagit County, Washington, from ROZELLA C. HORTON, A SINGLE PERSON, as Grantor, to LAND TITLE INSURANCE COMPANY, as Trustee, to secure an obligation in favor of SEATTLE MORTGAGE COMPANY, 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 or Grantor's default on the obligation secured by the Deed of Trust.

**III.**

The default(s) for which this foreclosure is made is/are as follows: [If default is for other than payment of money, set forth the particulars.]

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

**MONTHLY PAYMENTS:**

5 monthly payments at \$564.00 each:  
(May 1, 1999 through September 28, 1999). \$2,820.00

**LATE CHARGES:**

5 late charges of \$28.20 for each monthly payment  
not made within 15 days of this due date. 141.00

Other Charges 145.25

**TOTAL MONTHLY PAYMENTS AND LATE CHARGES:**

\$3,106.25

2. Failure to pay all unpaid and delinquent taxes, bonds, assessments and liens.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$63,673.73, together with interest as provided in the note or other instrument secured from the 1st day of April, 1999, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute, plus escrow deficiency.

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 7th day of January, 2000. The default(s) referred to in paragraph III must be cured by December 27, 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 December 27, 1999, (11 days before the sale date), 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 December 27, 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 address:

NAME	ADDRESS
ROZELLA C. HORTON JOHN DOE HORTON OCCUPANTS	1914 N. 33RD PL MT. VERNON, WA 98273

by both first class and certified mail on the 20th day of August, 1999, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 24th day of August, 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. To the best of Trustee's knowledge and belief grantors are not members of the United States military forces.

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 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



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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.

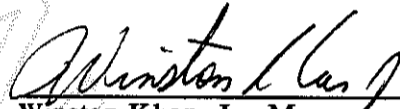
X.

The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the deed of trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues, or other information about the real property being foreclosed should obtain all such information independently.

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.

DATED: September 28, 1999.

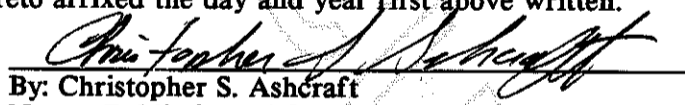
  
Winston Khan, Jr., Manager

H&L SERVICES, INC., TRUSTEE  
1111 Third Avenue, #3400  
Seattle, Washington 98101  
(206) 386-5470

STATE OF WASHINGTON )  
  )ss  
COUNTY OF KING )

On this 28th day of September, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Winston Khan, Jr. to me known to be the Manager of H & L SERVICES, INC. the corporation that executed the foregoing instrument, 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.

Witness my hand and official seal hereto affixed the day and year first above written.

  
By: Christopher S. Ashcraft  
Notary Public in and for the State of Washington  
Residing at Seattle  
My Commission Expires: 3/9/02

1991, H&L SERVICES, INC.  
ALL RIGHTS RESERVED

