

When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attn: Julie Nelson
500 Galland Building
1221 Second Avenue
Seattle, WA 98101



199910270090

Kathy Hill, Skagit County Auditor
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NOTICE OF TRUSTEE'S SALE

FIRST AMERICAN TITLE CO.

60252

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

Grantor(s):	Hillis Clark Martin & Peterson, P.S., Successor Trustee
Grantee(s):	L. Leonard Lord and Patricia G. Lord
Legal Description (abbreviated):	Portion Lots 78 and 79, THUNDERBIRD EAST FIRST ADDITION, Skagit County, Washington.
<input checked="" type="checkbox"/> Complete legal on <u>EXHIBIT A.</u>	
Assessor's Tax Parcel Identification No(s):	4379-000-078-0002
Reference No. of Related Documents:	9305260078

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on February 4, 2000, at the hour of 10:00 a.m., inside the main entrance lobby, Old Skagit County Courthouse, 3rd and Kincaid, 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:

See Exhibit "A" attached hereto and incorporated by this reference as though fully set forth herein;

the postal address of which is commonly known as 3917 Apache Drive, Mount Vernon, Washington 98273; which property is subject to that certain Deed of Trust dated May 26, 1993, and recorded on May 26, 1993, under Auditor's File No. 9305260078, records of Skagit County,

Washington, from L. Leonard Lord and Patricia G. Lord, husband and wife, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Washington Federal Savings, as Beneficiary.

Hillis Clark Martin & Peterson, P.S., is now Trustee by reason of a Appointment of Successor Trustee recorded on September 30, 1999, under Auditor's No. 199909300028, records of Skagit County, Washington.

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:

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

6 Monthly Payments of \$1,330.00, due on May 1, 1999, through October 1, 1999:	\$7,980.00
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6 Late Charges of \$53.99 each, due on each monthly payment not paid within 15 days of its due date, for monthly payments due on May 1, 1999, through October 1, 1999:	\$323.94
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Advances by Lender:

Attorneys Fees and Costs for Related Bankruptcy Action:	\$571.93
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TOTAL MONTHLY PAYMENTS, LATE CHARGES, AND OTHER AMOUNTS IN ARREARS:	<u>\$8,875.87</u>
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IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$142,854.52, together with interest as provided in the Note or other instrument secured from April 1, 1999, 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 February 4, 2000. The defaults referred to in paragraph III must be cured by January 24, 2000 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before January 24, 2000 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after January 24, 2000 (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, 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:

L. Leonard Lord
3917 Apache Drive
Mount Vernon, WA 98273

Patricia G. Lord
3917 Apache Drive
Mount Vernon, WA 98273

James M. Cleland, Jr.
P.O. Box 1109
Mount Vernon, WA 98273

Dennis Lee Burman
P.O. Box 1620
Marysville, WA 98270

U.S. Trustee
600 Park Place Building
1200 Sixth Avenue
Seattle, WA 98101

U.S. Bank of Washington
P.O. Box 3176
Portland, OR 97208

by both first class and certified mail on September 20, 1999, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 23, 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.

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VII.

The Trustee whose name and address are set forth below will provided 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 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.

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 occupant 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.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED this 26th day of October, 1999.

TRUSTEE:

HILLIS CLARK
MARTIN & PETERSON, P.S.

By

Gary M. Fallon
Its Vice President

500 Galland Building
1221 Second Avenue
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

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EXHIBIT A

Tract 78, "THUNDERBIRD EAST FIRST ADDITION", as per plat recorded in Volume 12 of Plats, pages 20, 21 and 22, records of Skagit County, Washington, EXCEPT that portion thereof lying Westerly of a line extending from the most Southerly corner thereof to a point on the Northerly line thereof, which is 11.46 feet East of the Northwest corner of said lot as measured along said North line.

ALSO, that portion of Tract 79, "THUNDERBIRD EAST FIRST ADDITION", as per plat recorded in Volume 12 of Plats, pages 20, 21 and 22, lying Westerly of a line extending from the Southwesterly corner of said Tract 79 to a point on the North line of Tract 78 of said plat produced, that is 11.46 feet East of the Northeasterly corner of said Tract 78, as measured along said North line produced.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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