

Filed for Record at Request of:

Zylstra Beeksma & Waller, P.L.L.C.
791 S. E. Barrington Drive
Oak Harbor, WA 98277



200006150101

Kathy Hill, Skagit County Auditor
6/15/2000 Page 1 of 4 3:50:52PM

NOTICE OF TRUSTEE'S SALE

TO: The Public
RE: Hornbeck

ISLAND TITLE CO.

SB-10155V

I. NOTICE IS HEREBY GIVEN that ZYLSTRA BEEKSMA & WALLER, P.L.L.C., Successor Trustee, will on **September 29, 2000**, at the hour of 10:00 o'clock a.m., at the United States Post Office in the City of Anacortes, 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 County, State of Washington, to-wit:

Ptn. SW NE, Sec. 10, T35N, R7EWM. Additional legal on page 4 of this document.

Tax Parcel #350710-0-011-0023

which is subject to that certain Deed of Trust dated May 22, 1998, recorded May 29, 1998, under Auditor's File No. 9805290050, records of Skagit County, Washington, from Charles W. Hornbeck and Minna Hornbeck, as Grantors, to First American Title, as Trustee, to secure an obligation in favor of InterWest Bank who was the original Beneficiary or, due to assignment is now the current Beneficiary.

II. No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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:

a) Failure to pay when due the following amounts which are now in arrears: Monthly payments from 3/1/00 through 6/1/00: \$4,430.74; Late Charges through 5/16/00: \$486.45; Property Inspection: \$45.00; Coupon Book Fee: \$250.00.

b) Plus any additional payments and/or late charges which may become due.

IV. The sum owing on the obligation secured by the Deed of Trust is:

Principal balance of \$108,515.96, together with interest as provided in the note or other instrument secured from February 1, 2000, 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 September 29, 2000. The default(s) referred to in paragraph III must be cured by September 18, 2000 (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 September 18, 2000 (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 September 18, 2000 (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 the 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:

Charles W. Hornbeck
6 Sandhollow Lane
Horseshoe Bend, ID 83629

Minna Hornbeck
2301 G Avenue
Anacortes, WA 98221

by both first class and certified or registered mail on May 5, 2000, proof of which is in the possession of the Trustee; the written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above on May 12, 2000, 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 and all those who hold by, through or under the Grantor, of all their interest in the above described property.



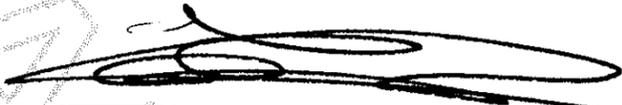
IX. Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating 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 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.

XI. FAIR DEBT COLLECTION PRACTICES ACT NOTICE: Zylstra, Beeksma & Waller, P.L.L.C. is attempting to collect a debt and any information obtained will be used for that purpose.

DATED: June 14, 2000.



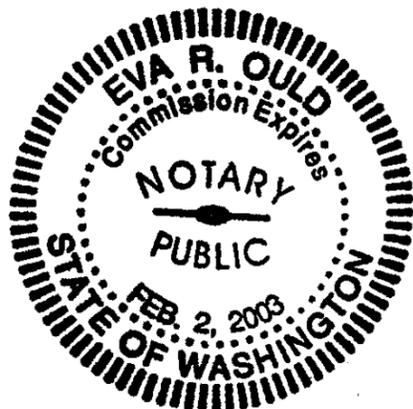
ZYLSTRA BEEKSMA & WALLER, P.L.L.C.,
TRUSTEE

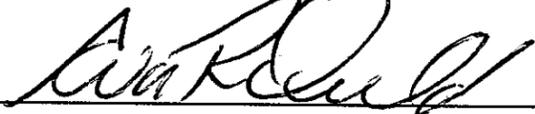
Address: 791 S. E. BARRINGTON DRIVE
OAK HARBOR, WA 98277
Telephone: (360) 675-5955 or 675-2226

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

On this day personally appeared EDWARD C. BEEKSMA, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged 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 on June 14, 2000.





Eva R. Ould
Notary Public
My Appointment Expires: 2/2/03



SB-16155

EXHIBIT "A"

That portion of the North Half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 35 North, Range 7 East of the Willamette Meridian, lying West of a line which commences 360 feet West of the Northeast corner of the above described subdivision and extends South 24° East to the intersection with the South line of the above described subdivision;

EXCEPT all that portion of the North Half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 35 North, Range 7 East of the Willamette Meridian, lying East of the following described line:

Beginning at the Southeast corner of the above described subdivision;
thence North 88°08'37" West along the South line of said subdivision, a distance of 344.16 feet to the true point of beginning;
thence North 08°07'45" East, a distance of 232.89 feet to the point of curvature of a 17° curve to the right;
thence following said 17° curve to the right, a distance of 252.81 feet to a point on the West line of that certain tract of land conveyed to Jack Graham by Deed dated January 15, 1965, and recorded January 21, 1965, under Auditor's File No. 661227, records of Skagit County, Washington.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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Kathy Hill, Skagit County Auditor

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