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Kathy Hill, Skagit County Auditor

7/10/2000 Page 1 of 4 3:26:59PM

AFTER RECORDING, RETURN TO:

Christine M. Wallentine  
STOEL RIVES LLP  
600 University Street, Suite 3600  
Seattle, WA 98101

TRUSTEE: JOHN GLOWNEY

FIRST AMERICAN TITLE CO.

62347

**NOTICE OF TRUSTEE'S SALE**

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 20<sup>th</sup> day of October, 2000, at the hour of 10:00 a.m. at the Skagit County Courthouse, 205 W. Kincaid Street, main floor lobby, Mount Vernon, 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 1, Block 3, North Park Addition to Clear Lake, according to the Plat thereof, recorded in Volume 4 of Plats, Page 16, Records of Skagit County, Washington.*

*Tax Assessor's Parcel No.: 4142-003-001-0004(R74960)*

which is subject to that certain Deed of Trust dated September 24, 1999, and recorded on September 30, 1999, under Auditor's File No. 199909300016, records of Skagit County, Washington originally from Brian R. Shaw and Tiffany L. Shaw, as Grantor, to First American, as Trustee, to secure an obligation in favor of Centex Home Equity Corporation, 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 Borrowers' or Grantors' defaults on the obligation secured by the Deed of Trust.

III.

The defaults for which this foreclosure is made are as follows:

(a) Failure to pay when due the following amounts which are now in arrears:

Six (6) monthly payments of \$1,008.32  
each due on the 1<sup>st</sup> day of each month from  
February, 1, 2000 through and including  
July 1, 2000: \$ 6,049.92

Five (5) late charges in the amount of  
\$50.42 each: 252.10

**TOTAL IN DEFAULT \$ 6,302.02**

(b) Failure to pay general real estate taxes for the year 2000 in the amount of \$1,179.32,  
plus interest and penalties.

IV.

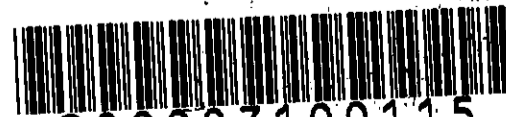
The sum owing on the obligation secured by the Deed of Trust is: Principal **\$98,014.74**,  
together with any interest as provided in the Note or other instrument secured from the 1<sup>st</sup> day  
of February, 2000, and such other costs and fees as are due under the note or other instrument  
secured, 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 the statute. The sale will be made without  
warranty, express or implied, regarding title, possession, or encumbrances on the 20<sup>th</sup> day of  
October, 2000. The defaults referred to in Paragraph III must be cured by the 9<sup>th</sup> day of  
October, 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 the 9<sup>th</sup> day of October, 2000 (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 9<sup>th</sup> day of October,  
2000 (11 days before the sale date) and before the sale by the Borrowers, Grantors, any  
Guarantor, or the holder of any recorded junior lien or encumbrance, by 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 obligations and/or Deed of Trust, and curing all other defaults.

VI.

A written Notice of Default was transmitted by Trustee or Beneficiary to the Borrowers and  
Grantors at the following addresses:



**BRIAN R. SHAW**  
P.O. Box 265  
Clear Lake, WA 98235

**BRIAN R. SHAW**  
12409 Bartle Street  
Clear Lake, WA 98235

**BRIAN R. SHAW**  
11802 - 4th Avenue W  
Everett, WA 98204

**TIFFANY L. SHAW**  
P.O. Box 265  
Clear Lake, WA 98235

**TIFFANY L. SHAW**  
12409 Bartle Street  
Clear Lake, WA 98235

**TIFFANY L. SHAW**  
11802 - 4th Avenue W  
Everett, WA 98204

by both first class and certified mail on the 2<sup>nd</sup> day of June, 2000, proof of which is in the possession of the Trustee; and on the 4<sup>th</sup> day of June, 2000, the written Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, and the Trustee has in his possession proof of such posting:

VII.

The Trustee whose name and address is 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 Grantors and all those who hold by, through or under the Grantors 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 grantors 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



