

AFTER RECORDING RETURN TO:

Mr. William T. Hillier
Hillier & Scheibmeir, P.S.
P. O. Box 939
Chehalis, WA 98532



200008160027

Kathy Hill, Skagit County Auditor
8/16/2000 Page 1 of 5 10:41:30AM

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24, ET SEQ.

REFERENCE NUMBERS: 9902220079; 200005180024

GRANTOR: Poole, Jeffrey G. and Jeanne E.

SUCCESSOR TRUSTEE: Hillier, William T.

BENEFICIARY/GRANTEE: Gill Commercial, Inc.

LEGAL DESCRIPTION: LOT 325, "SHELTER BAY DIV. 2", SKAGIT
COUNTY, WA

Complete legal description listed on Pages 2-3 of this document.

ASSESSOR'S TAX PARCEL NUMBER(S): 5100-002-325-0000 (L6567)

TO: Jeffrey G. Poole
1111 Third Avenue, Suite 1111
Seattle, Washington 98101

Jeanne E. Poole
1111 Third Avenue, Suite 1111
Seattle, Washington 98101

Jeffrey G. Poole
325 Snohomish Drive
LaConner, Washington 98257

Shelter Bay Company
c/o Allan S. Osberg, Registered Agent
1132 No. 128th Street
Seattle, Washington 98133

D. A. Rhoades, Inc.
138 Lummi Drive
LaConner, Washington 98257

Helen M. Dore
c/o Daniel Brink, Attorney
Brink & Todd, P.S.
2929 Westin Building
2001 Sixth Avenue
Seattle, Washington 98121

Jeffrey G. Poole
11330 Eagle Lane
Edmonds, Washington 98020

Jeanne E. Poole
11330 Eagle Lane
Edmonds, Washington 98020

Jeanne E. Poole
325 Snohomish Drive
LaConner, Washington 98257

Carleton D. Chambers, Jr.
Evelyn G. Chambers
6829 Fisher Road
Edmonds, Washington 98020

Shelter Bay Community, Inc.
Box A, Shelter Bay
LaConner, Washington 98257

Occupant
Lot 325, Shelter Bay Division 2
Swinomish Indian Reservation
LaConner, Washington 98257

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 17th day of November, 2000, at the hour of 10:00 o'clock, A.M., at Skagit County Court House, 205 W. Kincaid Street, 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:

Lot 325, "Revised Map of Survey of Shelter Bay Div. 2, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 43 of Official Recors, page 833, records of Skagit County, Washington;

SUBJECT TO:

1. Memorandum of Lease recorded January 24, 1977, under Auditor's File No. 849856, wherein Shelter Bay Company, a Washington corporation, is Lessor, and Carleton D. Chambers, Jr., and Evelyn G. Chambers, husband and wife, are Lessees; Assignment of Sublease by instrument dated July 20, 1990, recorded July 24, 1990, under Auditor's File No. 9007240100, wherein Jeffrey G. Poole and Jeanne E. Poole, husband and wife, are Assignees;
2. Judgment No. 94-9-00248-0 entered November 4, 1996, under Cause No. 92-2-01195-9, wherein Helen Dore is Creditor and Jeffrey G. Poole and Jeanne E. Poole are Debtors;
3. Judgment No. 94-9-00248-0 entered June 16, 1997, under Cause No. 92-2-01195-9, wherein Helen M. Dore is Creditor and Jeffrey G. Poole and Jeanne E. Poole, and the marital community composed thereof, are Debtors;
4. Claim of lien for membership dues by Shelter Bay Community, Inc., recorded August 7, 1998, under Auditor's File No. 9808070138;
5. Lease recorded April 8, 1969, under Auditor's File No. 725143, wherein Swinomish Indian Tribal Community, Alvin Bobb, Cary Bobb, Margaret Cagey, Emily Joe, et al., are Lessors, and Indian Bay Company is Lessee, for a term of 25 years, together with an option to renew for an additional 25-year term, which Lease covers the subject property and other property; the Lessee's interest in said Lease is now held of record by Shelter Bay Company, a Washington corporation; a supplement and amendment of said Lease, dated February 11, 1969, was recorded May 14, 1969, under Auditor's File No. 726476; said Amendment provides that the terms of said Lease shall be for 75 years, beginning July 1, 1969, reference to the record is hereby made by full particulars;
6. Protective Covenants and/or Easements, but omitting restrictions, if any, based on race, color, religion, or national origin, dated June 18, 1969, recorded June 27, 1969, under Auditor's File No. 728259, executed by Shelter Bay Company, a Washington corporation; above covenants, conditions, and restrictions were amended under Auditor's File Nos. 742573, 755472, 771237, 8706120004, 8907070110, 9005150058, 9205200023, 9205200024, 9205200025, 9406200066, 9505160046, 9605140103, 9805070092, and 9905070119, executed by Shelter Bay Community, Inc.;
7. Easement, including the terms and provisions thereof, dated March 17, 1970, recorded March 17, 1970, under Auditor's File No. 737018, wherein Gene Dunlap is Grantee, for the purpose of ingress, egress, drainage, and underground utilities over all private roads in said plat;
8. Terms, agreements, and covenants contained in the Lease and Amendment thereto referred to in Paragraph 5 herein, and any assignments thereof;

which is subject to that certain Deed of Trust dated January 29, 1999, recorded February 22, 1999, under Auditor's File No. 9902220079, records of Skagit County, Washington, from Jeffrey G. Poole as Grantor, to First American Title Insurance Company as Trustee, to secure an obligation in favor of Gill Commercial, Inc., as Beneficiary. Trustee's interest was transferred to Successor Trustee, William T. Hillier, pursuant to instrument recorded May 18, 2000, under Auditor's Recording No. 200005180024.

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.) Failure to pay liens against property totaling approximately \$36,558.09, plus accrued interest.

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

Monthly payments:

Principal balance \$200,000.00

Interest at 10% from 11/25/99 to 11/06/00: 19,013.70
(Per diem: \$54.794)

TOTAL: \$219,013.70

IV

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

Principal of \$200,000.00, together with interest as provided in the note or other instrument secured from the 29th day of November, 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 the 17th day of November, 2000. The default(s) referred to in Paragraph III must be cured by the 6th day of November, 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 6th day of November, 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 the 6th day of November, 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 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:

Name

Address

Jeffrey G. Poole

1111 Third Avenue, Suite 1111
Seattle, Washington 98101

Jeffrey G. Poole

11330 Eagle Lane
Edmonds, Washington 98020

by both first class and certified mail on the 24th day of February, 2000, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 2nd day of March, 2000, 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 and all those who hold by, through, or under the Grantor of all their interest in the above described property.

IX

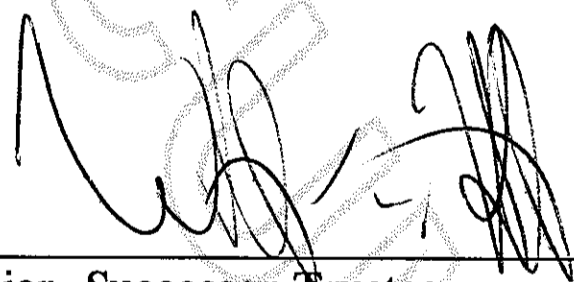
Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the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

DATED this 14th day of August, 2000.



William T. Hillier, Successor Trustee

ADDRESS:

299 N. W. Center Street
P. O. Box 939
Chehalis, WA 98532
Phone: (360) 748-3386



STATE OF WASHINGTON)
)
) :SS
COUNTY OF L E W I S)

On this day personally appeared **WILLIAM T. HILLIER**, 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 this 14th day of August, 2000.



Carol A. Wright

Notary Public in and for the state of
Washington residing at Chehalis
My name is (printed): Carol A. Wright
My appointment expires 10/05/01



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