

RECORDING REQUESTED BY,  
and WHEN RECORDED MAIL TO:

Shalom Rubanowitz, Esq.  
1001 Fourth Avenue Plaza,  
Suite 3200, Seattle, WA 98154  
Phone (206) 295-8918  
Sale Information (949) 707-5640



200009150094

, Skagit County Auditor

9/15/2000 Page 1 of 3 3:27:51PM

Trustee Sale Number: 45572-F WA Loan #: 11175579 TSG #: 0013962

ISLAND TITLE CO.

NOTICE OF TRUSTEE'S SALE

SB-16624 ✓

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, et, seq.

TO: JOHN L. DAHLQUIST AND JUDI DAHLQUIST, HUSBAND AND WIFE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Shalom Rubanowitz, Esq., will on the 22nd day of December, 2000, at the hour of 10:00 AM at:

THE MAIN ENTRANCE OF THE SUPERIOR COURTHOUSE, 205 W. KINCAID STREET, MT. VERNON, WASHINGTON in the City of SKAGIT 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(ies) of SKAGIT, State of Washington, to-wit:

THAT PORTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NEW ALGER-LAKE SAMISH ROAD NO.277 AND THE WESTERLY LINE OF THE OLD ALGER-SAMISH ROAD; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID NEW ALGER-LAKE SAMISH ROAD NO.277, A DISTANCE OF 326 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID ROAD 326 FEET TO SAID INTERSECTION; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID OLD ALGER-SAMISH ROAD ~~326~~ FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. APN: 360312-0-003-0008 \*331

which is subject to that certain Deed of Trust dated 02/02/00, under Auditor's File No. 200002090049, records of SKAGIT County, Washington, from JOHN L. DAHLQUIST AND JUDI DAHLQUIST, HUSBAND AND WIFE as Grantor, to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of SAXON MORTGAGE, INC. as Beneficiary, the beneficial interest in which was assigned by THE CHASE MANHATTAN BANK SUCCESSOR BY MERGER\*, under an Assignment recorded under Auditor's File No. 200002090050.

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 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:

Failure to make the 06/01/00 payment of principal and interest and all subsequent payments, together with accrued late charges, under the terms of said Note and Deed of Trust.

Trustee Sale Number: 45572-F WA      Loan #: 11175579      TSG #: 0013962

Failure to pay the following past due amounts, which are in arrears:

4 monthly Payments at \$988.32 each;  
(06/01/00 through 09/01/00)      \$3,953.28

Late Charges:  
3 late charges of \$44.25      \$132.75  
of/for each monthly payment not made within 15 days  
of its due date.

**TOTAL MONTHLY PAYMENTS AND LATE CHARGES:      \$4,086.03**

IV.

The sum owing on the obligation secured by the Deed of Trust is:  
Principal \$92,933.22, together with interest as provided in the note or other  
instrument secured from the 1st day of June, 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 the 22nd day of December, 2000. The default(s)  
referred to in paragraph III must be cured by the 11th day of December, 2000  
(11 days before sale date), to cause a discontinuance of the sale. The sale  
will be discontinued and terminated if at any time on or before the 11th day  
of December, 2000 (11 days before 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 11th day of December, 2000 (11 days  
before sale date), and before the sale by the Grantor or the Grantor's  
successor in interest of 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 Grantor or the Grantor's successor in interest at the following address:

1135 LAKE SAMISH ROAD, BELLINGHAM, WA 98226

by both first class and certified mail on the 8th day of August, 2000, proof  
of which is in the possession of the Trustee, and the Grantor or the  
Grantor's successor in interest was personally served on the 9th day of  
August, 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.

DATE: 09/13/00 Shalom Rubanowitz, Esq.

*[Signature]*  
x  
SHALOM RUBANOWITZ  
ATTORNEY AT LAW

STATE OF CALIFORNIA ]  
COUNTY OF ORANGE ]

On 09/13/00, before me VERONIQUE LARA, personally appeared SHALOM RUBANOWITZ, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. Witness my hand and official seal.

Signature *Veronique Lara* (seal)

