

**After Recording, Return to:**

Vonnie Nave  
Northwest Trustee Services, LLC  
PO Box 4143  
Bellevue, WA 98009-4143



200103120121  
, Skagit County Auditor

3/12/2001 Page 1 of 4 1:55:39PM

File No. 7273.21609/Ness, Gary E.

**Grantors:** Northwest Trustee Services, LLC  
PNC Mortgage Corp. of America

**Grantee:** Ness, Gary E.

FIRST AMERICAN TITLE CO.

64012-2

**Notice of Trustee's Sale**

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

I.

On June 15, 2001, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Skagit, State of Washington:

Tax Parcel ID No.: 3760-005-001-0010-R54441

Lot 1, Block 5, "Storie & Carpenter's Addition to the City of Mount Vernon", as per Plat recorded in Volume 3 of Plats at Page 58, in the records of Skagit County, State of Washington.

Commonly known as: 518 North 6th Street  
Mount Vernon, WA 98273

which is subject to that certain Deed of Trust dated 01/06/93, recorded on 01/19/93, under Auditor's File No. 9301190134, records of Skagit County, Washington, from Gary E. Ness, an unmarried person, as Grantor, to First American Title Company, as Trustee, to secure an obligation in favor of Ryland Mortgage Company, as Beneficiary, the beneficial interest in which was assigned by Ryland Mortgage Company to PNC Mortgage Corp. of America, under an Assignment/Successive Assignments recorded under Auditor's File No. 9811190034.

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 Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

### III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate by 03/05/01
A. <b>Monthly Payments</b>	\$6,384.18
B. <b>Late Charges</b>	\$214.60
C. <b>Advances</b>	\$0.00
D. <b>Other Fees</b>	\$8.35
<b>Total Arrearage</b>	<u>\$6,607.13</u>
E. <b>Trustee's Expenses (Itemization)</b>	
Trustee's Fee	\$600.00
Attorneys' Fees	\$0.00
Title Report	\$378.38
Process Service	\$100.00
Photocopies	\$20.00
Statutory Mailings	\$60.00
Recording Fees	\$30.00
Toll Calls	\$15.00
Publication	\$0.00
Inspection Fees	\$0.00
Other	\$0.00
<b>Total Costs</b>	<u>\$1,203.38</u>
<b>Total Amount Due:</b>	<b>\$7,810.51</b>

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee



IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$57,855.22, together with interest as provided in the note or other instrument secured from 09/01/00, 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 06/15/01. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 06/04/01 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 06/04/01 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 06/04/01 (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 balance of 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Gary E. Ness  
518 North 6th Street  
Mount Vernon, WA 98273

Jane Doe Ness,  
spouse of Gary E. Ness  
518 North 6th Street  
Mount Vernon, WA 98273

by both first class and either certified mail, return receipt requested, or registered mail on 01/24/01, proof of which is in the possession of the Trustee; and on 01/27/01 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and interest in the above-described property.



200103120121  
Skagit County Auditor

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 20<sup>th</sup> 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 20<sup>th</sup> 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: March 5, 2001

Northwest Trustee Services, LLC, Trustee

By

Its

PO BOX 4143

Bellevue, WA 98009-4143

Contact: Vonnie Nave

(425) 586-1900

STATE OF WASHINGTON )

) ss

COUNTY OF KING )

On this day personally appeared before me David E. Kennel the Vice President/Assistant Vice President of Northwest Trustee Services, LLC, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed on behalf of said corporation for the uses and purposes therein mentioned.

YVONNE M. NAVE

STATE OF WASHINGTON

NOTARY --- PUBLIC

MY COMMISSION EXPIRES 5-04-01

GIVEN under my hand and official seal 03/05/01.

NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires

NORTHWEST TRUSTEE SERVICES, LLC

PO BOX 4143

BELLEVUE, WA 98009-4143

425-586-1900

FAX 425-586-1997

Loan no: 0092713245

File No: 7273.21609

Client: Washington Mutual Home Loans Inc.

Borrower: Ness, Gary E.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.



200103120121

, Skagit County Auditor

3/12/2001 Page 4 of 4 1:55:39PM