



200103150069
Skagit County Auditor

3/15/2001 Page 1 of 5 11:40:40AM

Return Address:

Douglas A. Saar
740 SE Pioneer Way
Oak Harbor, WA 98277

ISLAND TITLE CO.

B617407 ✓

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

<i>Trustee:</i>	<i>Law Office of Christon C. Skinner, P.S.</i>
<i>Reference No.:</i>	9712240069
<i>Grantor(s):</i>	<i>Gregory Pulley and Katie Pulley, husband and wife</i>
<i>Grantee(s):</i>	<i>Whidbey Island Bank</i>
<i>Legal Description (abbrev.):</i>	<i>E/2 E/2 SW NE, Sec. 21, T36N, R4EWM (full legal on page 2)</i>
<i>Assessor's Tax Parcel ID#:</i>	360421-1-002-0005

TO: Gregory Pulley
20737 Echo Hill Rd.
Sedro Woolley, WA 98284-8176

Katie Pulley
20737 Echo Hill Rd.
Sedro Woolley, WA 98282-8176

Pulley Corporation
20737 Echo Hill Rd.
Sedro Woolley, WA 98284-8176

Washington Mutual Bank
1201 Third Avenue
Seattle, WA 98101

Skagit County Treasurer
P.O. Box 518
Mount Vernon, WA 98273

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 15th day of June, 2001, at the hour of 9:30 o'clock a.m., at Skagit County Superior Courthouse 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:

The East ½ of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 21,
Township 36 North, Range 4 East, W.M.

Together with a non-exclusive easement for ingress, egress, and utilities, over and
across the East 20 feet of that portion of the East ½ of the East ½ of the Northwest
¼ of the Southeast ¼ of said Section 21, lying Northerly of Echo Hill Road.

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated December 22, 1997, recorded December 24,
1997, under Auditor's File No. 9712240069, records of Skagit County, Washington, from
Gregory Pulley and Katie Pulley, husband and wife, as Grantor(s), to Land Title Company of
Skagit County, as Trustee, to secure an obligation in favor of Whidbey Island Bank, as
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:

Payment:

Principal payment of the obligation
due as of June 16, 2000:

\$199,039.17

Interest:

Interest to March 16, 2001

\$22,412.35

Late Charges:

\$121.18

TOTAL PAYMENTS
AND LATE CHARGES:

\$221,572.70

IV.

The sum owing on the obligation secured by the deed of trust is: Principal of
\$199,039.17 together with interest as provided in the note or other instrument secured from June
16, 2000 and such other costs and fees as are due under the note or other instrument secured, and
as are provided by statute.

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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 15th day of June, 2001. The default(s) referred to in paragraph III must be cured by the 4th day of June, 2001 (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 4th day of June, 2001 (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 4th day of June, 2001 (11 days before the sale date), and before the sale by the Borrower, Grantor, and 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 address(es):

<u>Name</u>	<u>Address</u>
Gregory Pulley	20737 Echo Hill Rd. Sedro Woolley, WA 98284-8176
Katie Pulley	20737 Echo Hill Rd. Sedro Woolley, WA 98284-8176
Pulley Corporation	20737 Echo Hill Rd. Sedro Woolley, WA 98284-8176

by both first class and certified mail on the 1st day of February, 2001, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 3rd day of February, 2001, 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.

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IX.

Anyone having any objections to this 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.

NOTICE TO GUARANTORS OF A COMMERCIAL LOAN

Pursuant to RCW 61.24.042, notice is hereby given to the Guarantors of a commercial loan that (1) the Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust; (2) the Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the trustee's sale; (3) the Guarantor will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guarantee must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and (5) in any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs.



DATED this 13 day of March, 2001.

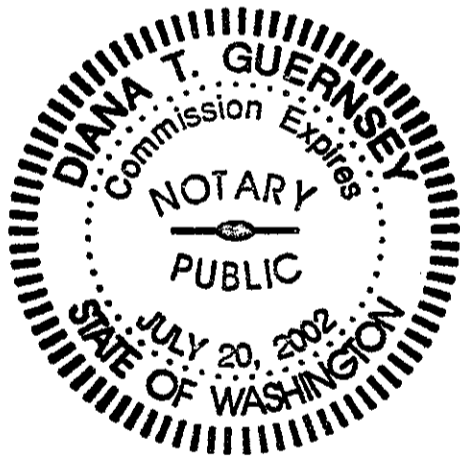
LAW OFFICE OF CHRISTON C. SKINNER, P.S., Trustee

By *Doug A. Saar*
DOUGLAS A. SAAR
740 SE Pioneer Way
Oak Harbor, Washington 98277
(360) 679-1240

STATE OF WASHINGTON)
)ss.
County of Island)

On this day personally appeared before me DOUGLAS A. SAAR, to me known to be the individual 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 this 13th day of March, 2001.



Diana T. Guernsey
NOTARY PUBLIC for Washington State
My commission expires 7/20/2002

