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, Skagit County Auditor

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Return To:
Bruce Fine
Aiken & Fine, P.S.
2131 Second Avenue
Seattle, WA 98121

FIRST AMERICAN TITLE CO.

64725

Document Title(s): **Notice of Trustee's Sale**Numbers of related documents: **Deed Of Trust: 9711210087, Re-recorded: 9801220048**Grantor(s): **Beck, Arthur O. and Barbara A.; and Fine, Bruce**Grantee(s): **Public**Legal Descriptions: **Section 17, Township 35, Range 6; Ptn. NE - NE**Assessor's Property Tax Parcel Account Number(s): **350617-2-013-0109 R41329;****350617-2-013-0200 R112352****NOTICE OF TRUSTEE'S SALE****I.**

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 20th day of July, 2001 at the hour of 11:00 a.m., in the lobby of the Kincaid Street Entrance of the Skagit County Courthouse, 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:

PARCEL A:

A portion of the northeast quarter of the northwest quarter of Section 17, Township 35 North, Range 6 East, W.M. described as follows:

Commencing at the intersection of the southerly line of the Puget Sound and Baker River Railroad Company right of way and the west line of the Prevedal Road; thence south along said west line, a distance of 335 feet; thence West, a distance of 5 feet; thence North, a distance of 20 feet to the south line of State Route 20; thence N87°30'22"W along said south line, a distance of 290.00 feet to the point of beginning of this description; thence continuing N87°30'22"W, a distance of 358.40 feet to a point 700.00 feet west of the east line of the northeast quarter of the northwest quarter of said section; thence S02°03'18"W parallel with the east line of said northwest quarter, a distance of 276.15 feet to a point which is 700.00 feet west and 936.15 feet south of the northeast corner of the northwest quarter of said section; thence S87°30'22"E, a distance of 99.50 feet; thence S02°03'18"W, a distance of

117.85 feet; thence N87°30'22"W, a distance of 13.50 feet; thence S02°03'18"W, a distance of 156.00 feet to a point on the south line of that certain tract described in deed to F.M. and Mary L. Foster filed in AF#146372; thence S87°30'22"E along the south line of said Foster tract, a distance of 180.00 feet to an angle point on the westerly line of that certain tract described in deed to First Baptist Church of Lyman filed in AF#9505120083; thence N02°03'18"E along the west line of said church tract, a distance of 156 feet; thence S87°30'22"E along the northerly line of said Church tract, a distance of 382.42 feet to the west line of Prevedal Road; thence N02°46'49"E along the west line of Prevedal Road, a distance of 60.00 feet; thence N58°11'20"W, a distance of 334.93 feet; thence N02°03'18"E, a distance of 170.00 feet to the point of beginning of this description.

Containing 198,826 square feet.

PARCEL B:

A portion of the northeast quarter of the northwest quarter of Section 17, Township 35 North, Range 6 East, W.M. described as follows:

Commencing at the intersection of the southerly line of the Puget Sound and Baker River Railroad Company right of way and the west line of the Prevedal Road; thence south along said west line, a distance of 335.00 feet to the point of beginning of this description; thence west, a distance of 5 feet; thence north, a distance of 20 feet to the south line of State Route 20; thence N87°30'22"W along said south line, a distance of 290.00; thence S02°03'18"W, a distance of 170.00 feet; thence S58°11'20"E, a distance of 334.93 feet to the west line of Prevedal Road; thence N02°46'49"E along said west line a distance 313.99 feet to the point of beginning of this description.

Containing 73,878 square feet.

The postal addresses of which are unknown. Said real property is subject to that certain Deed of Trust dated November 20, 1997, recorded November 21, 1997 under Auditor's File No. 9711210087, and re-recorded January 22, 1998 under Auditor's File No. 9801220048, records of Skagit County, Washington, from John W. Binschus, a single person, as Grantor, to First American Title Insurance Company Of Skagit County, as trustee, to secure an obligation in favor of Arthur O. Beck and Barbara A. Beck, husband and wife, as Beneficiaries.

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 defaults for which this foreclosure is made are the failure to pay the following amounts which are in arrears:

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<u>Principal:</u>	\$66,000.00
Balance of obligation, which became payable in full on November 17, 2000.	
<u>Interest:</u>	\$ 6,076.00
Interest accruing at \$21.70 per day from July 5, 2000.	
<u>TOTAL</u> Principal and Interest Through April 11, 2001:	\$72,076.00

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$66,000.00, together with interest as provided in the note or other instrument secured from the 5th day of July, 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 20th day of July, 2001. The defaults referred to in Paragraph III must be cured by the 9th day of July, 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 9th day of July, 2001 (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 9th day of July, 2001 (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:

925 Dunlop Street
Sedro Woolley, WA 98284

and

2221 Riverside Drive, Suite B
Mt. Vernon, WA 98273

and

7785 Fredrickson
Sedro Woolley, WA 98284



by both first class and certified mail on the 21st day of February, 2001, proof of which is in the possession of the Trustee, and written notice of default was personally served or 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.

XI.

NOTICE TO GUARANTOR(S):

1. A 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. A 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. A 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 guaranty 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;

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DATED: