

Filed for Record at Request of:

Zylstra Beeksma & Waller, P.L.L.C.
791 S. E. Barrington Drive
Oak Harbor, WA 98277



200105040126

, Skagit County Auditor

5/4/2001 Page 1 of 4 3:49:29PM

NOTICE OF TRUSTEE'S SALE

TO: The Public
RE: Boffey

ISLAND TITLE COMPANY
A203081
ACCOMMODATION RECORDING

I. NOTICE IS HEREBY GIVEN that ZYLSTRA BEEKSMA & WALLER, P.L.L.C., Successor Trustee, will on **August 17, 2001**, at the hour of 10:00 o'clock a.m., at the United States Post Office in the City of Anacortes, 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 County, State of Washington, to-wit:

Lot 32, PLAT OF MARINE HEIGHTS, according to the plat thereof recorded in Volume 16 of Plats, Pages 173 through 175, records of Skagit County, Washington;

Except that portion of the East 5 feet thereof, lying between the Westerly projections of the North and South lines of Lot 34 of said plat.

Situate in Skagit County, Washington.

Tax Parcel #4695 000 032 0000

which is subject to that certain Deed of Trust dated August 19, 1999, recorded August 30, 1999, under Auditor's File No. 199908300108, records of Skagit County, Washington, from Daniel L. Boffey and Deborah R. Boffey dba Traditional Homes, as Grantors, to Island Title Company, as Trustee, to secure an obligation in favor of InterWest Bank nka Pacific Northwest Bank who was the original Beneficiary or, due to assignment is now the current 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:

- a) Failure to pay when due the following amounts which are now in arrears: Estimated Construction Interest Only Payments due 8/1/00 through 4/1/01: \$28,114.26; Estimated Late Charges through 4/16/01: \$1,351.40; NSF Charges: \$20.00; Attorney Fees & Costs Re: Chapter 7 Bankruptcy Proceeding: \$1,575.00; Attorney Fees & Costs To Date Re: Foreclosure: \$1,978.18.
- b) Plus any additional payments and/or late charges which may become due.

The real property taxes for the second half of 1999, all of 2000 and 2001 were not paid as required by the Promissory Note and Deed of Trust. The estimated amount in arrears is \$6,029.07 plus interest and penalties.

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

Principal balance of \$337,120.32, together with interest as provided in the note or other instrument secured from July 1, 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 August 17, 2001. The default(s) referred to in paragraph III must be cured by August 6, 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 August 6, 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 August 6, 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 the 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:

Daniel L. Boffey dba Traditional Homes
16112 Mt. View Road
Mt. Vernon, WA 98274



Deborah R. Boffey dba Traditional Homes
16112 Mt. View Road
Mt. Vernon, WA 98274

by both first class and certified or registered mail on February 15, 2001, proof of which is in the possession of the Trustee; the written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above on February 17, 2001, 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. FAIR DEBT COLLECTION PRACTICES ACT NOTICE: Zylstra, Beeksma & Waller, P.L.L.C. is attempting to collect a debt and any information obtained will be used for that purpose.

DATED: April 30, 2001.


Edward C. Beeksma
ZYLSTRA BEEKSMA & WALLER, P.L.L.C.,
TRUSTEE

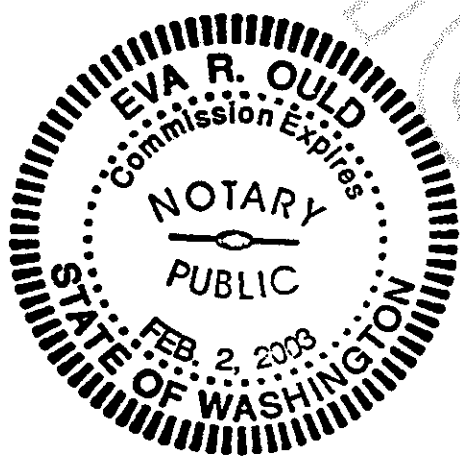
Address: 791 S. E. BARRINGTON DRIVE
OAK HARBOR, WA 98277
Telephone: (360) 675-5955 or 675-2226




STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

On this day personally appeared EDWARD C. BEEKSMA, to me known to be the individual described 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 on April 30, 2001.




Eva R. Ould
Notary Public
My Appointment Expires: 2/2/03

