



200105100009  
Skagit County Auditor

5/10/2001 Page 1 of 5 9:35:46AM

Filed for Record at Request of:

Greenen & Greenen, PLLC  
1104 Main St., Suite 400  
Vancouver, WA 98660

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

TO: JEFFREY G. POOLE  
11330 Eagle Lane  
Edmonds, WA 98020

FIRST AMERICAN TITLE CO.

65011-2

JEANNE E. POOLE  
11330 Eagle Lane  
Edmonds, WA 98020

JEFFREY G. POOLE  
325 Snohomish Drive  
LaConner, WA 98257

JEANNE E. POOLE  
325 Snohomish Drive  
LaConner, WA 98257

JEFFREY G. POOLE, Registered Agent  
Eagleview, LLC  
11330 Eagle Lane  
Edmonds, WA 98020

I.

*Greenen & Greenen*

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 24<sup>th</sup> day of August, 2001, at the hour of 10:00 o'clock a.m., at the Skagit County Courthouse, 205 W. Kincaid St., Mount Vernon, WA, 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: *AF# DT 200011170036*

A leasehold interest in the following described property:

Lot 325, "REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 43 of Official Records, Page 833, records of Skagit County, Washington,

which is subject to that certain Deed of Trust dated November 15, 2000, recorded November 17, 2000, under Auditor's File No. 200011170036, records of Skagit County, Washington, from JEFFREY G. POOLE and JEANNE E. POOLE, husband and wife, as Grantors, to First American Title Company of Skagit County, as Trustee, to secure an obligation in favor of PROVIDENT FINANCIAL, INC., as Beneficiary, 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 Grantor's default on the obligation secured by the Deed of Trust.

III.

The defaults for which this foreclosure is made are as follows:

a. Failure to make the interest only payments due January 1 and February 1, 2001 and failure to pay total principal balance and accrued interest due on March 15, 2001, which amount is now in arrears:

**Arrearage:**

Principal	\$ 329,231.13
Late Fee	<u>16,827.52</u>
SUB-TOTAL	\$346,058.65

**Costs and Fees:**

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs and fees to reinstate the Deed of Trust:



Trustees' or Attorneys' Fees	\$1,750.00
Title Report:	1,053.21
Service/Posting of Foreclosure Notices	125.00
Long Distance Telephone Charges	25.00
Recording Fees	30.00
Mailing Costs	20.00
Photocopies	<u>30.00</u>

SUB-TOTAL	\$3,033.21
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TOTAL CURRENT ESTIMATED REINSTATEMENT AMOUNT	<b><u>\$349,091.86</u></b>
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#### IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$329,231.13, **together with interest** as provided in the underlying Note or other instrument secured, from the 1<sup>st</sup> day of January, 2001, 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 24<sup>th</sup> day of August, 2001. The defaults referred to in paragraph III must be cured by August 13, 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 24, 2001 (11 days before the sale date), the default(s) 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 August 13, 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. This is an attempt to collect a debt and any information obtained will be used for that purpose.

#### VI.

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:



Jeffrey G. Poole  
11330 Eagle Lane  
Edmonds, WA 98020

Jeanne E. Poole  
11330 Eagle Lane  
Edmonds, WA 98020

Jeffrey G. Poole, Registered Agent  
Eagleview, LLC  
11330 Eagle Lane  
Edmonds, WA 98020

by both first class and certified mail on the 29<sup>th</sup> day of March, 2001, proof of which is in the possession of the Trustee; and on the 2<sup>nd</sup> day of April, 2001, 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 are 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.

DATED this 4<sup>th</sup> day of May, 2001.

Greenen & Greenen, PLLC, Trustee

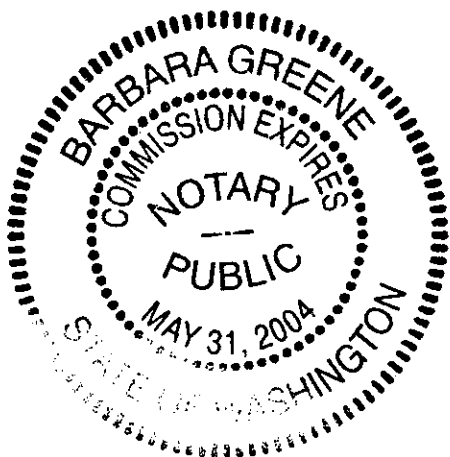



By: Ronald W. Greenen, Managing Member  
Greenen & Greenen, PLLC  
1104 Main St., Suite 400  
Vancouver, WA 98660  
(360) 694-1571

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that RONALD W. GREENEN is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 4, 2001.



  
NOTARY PUBLIC in and for the State of  
Washington, residing at Vancouver.  
My commission expires: 5/4/04

