After Recording, Return to: Vonnie Nave Northwest Trustee Services, LLC PO Box 4143 Bellevue, WA 98009-4143



File No. 7115.20024/Byrd, Mary Louise aka Van Maus, Mary Louise

Grantors:

North Pacific Trustee, Inc.

Principal Residential Mortgage, Inc.

FIRST AMERICAN TITLE CO.

Grantee:

Byrd, Mary Louise aka Van Maus, Mary Louise

63384-2

Notice of Trustee's Sale

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

I.

On September 7, 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.: 4133-002-003-0005 R74570

Lots 2 and 3, Block 2, "Shea's Home Addition to the Town of Lyman, Skagit Co., Wash.", as per Plat recorded in Volume 3 of Plats, Page 86, records of Skagit County, Washington. Together with that portion of the vacated alley lying North of and adjacent to said Lots 2 and 3. Situate in the Town of Lyman, County of Skagit, State of Washington.

Commonly known as: 712 West Main Street

Lyman, WA 98263

which is subject to that certain Deed of Trust dated 05/14/97, recorded on 05/19/97, under Auditor's File No. 9705190005, records of Skagit County, Washington, from Mary Louise Byrd, formerly Mary Louise Van Maus, as her separate estate, as Grantor, to Land Title of Skagit County, as Trustee, to secure an obligation in favor of Peoples Bank, a Washington corporation, as Beneficiary, the beneficial interest in which was assigned by Peoples Bank to Principal Residential Mortgage, Inc., under an Assignment/Successive Assignments recorded under Auditor's File No. 9705270062.

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.

\$7,616.59

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

05/23/01	
	\$7,283.98
	\$296.61
	\$36.00
	\$0.00

Amount due to reinstate by

Trustee's Expenses
(Itemization)
Trustee's Fee
Attorneys' Fees
Title Report
Process Service
Photocopies
Statutory Mailings
Recording Fees
Toll Calls
Publication

A. Monthly Payments
B. Late Charges
C. Advances
D. Other Arrears

**Total Arrearage** 

Inspection Fees

Other

\$600.00 \$0.00 \$463.54 \$100.00 \$20.00 \$138.00 \$30.00 \$15.00 \$0.00

Total Amount Due:

**Total Costs** 

\$8,983.13

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

\$1,366.54

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 \$63,189.97, together with interest as provided in the note or other instrument secured from 06/01/00, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by state to the costs and fees as are due under the Note or other instrument secured, and as are provided by state to the costs and fees as are due under the Note or other instrument secured.

200106010076 200106010076 , Skagit County Auditor 6/1/2001 Page 2 of 4 11:55:08AM 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 09/07/01. 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 08/27/01 (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 08/27/01 (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 08/27/01 (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.

VΙ

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

Mary Louise Byrd, aka Mary Louise Van Maus 712 West Main Street Lyman, WA 98263

Mary Louise Byrd, aka Mary Louise Van Maus 31099 West Main Street Sedro Woolley, WA 98284

Daniel G. McCauley 712 West Main Street Lyman, WA 98263

Daniel G. McCauley 7621 F&S Grade Road Sedro Woolley, WA 98284 John Doe Byrd, spouse of Mary Louise Byrd aka Mary Louise Van Maus 712 West Main Street Lyman, WA 98263

John Doe Byrd, spouse of Mary Louise Byrd aka Mary Louise Van Maus 31099 West Main Street Sedro Woolley, WA 98284

Jane Doe McCauley, spouse of Daniel G. McCauley 712 West Main Street Lyman, WA 98263

Jane Doe McCauley, spouse of Daniel G. McCauley 7621 F&S Grade Road Sedro Woolley, WA 98284

by both first class and either certified mail, return receipt requested, or registered mail on 10/23/00 and on 10/30/00, proof of which is in the possession of the Trustee; and on 10/26/00 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 the their right, title and interest in the above-described property.

200106010076 , Skagit County Auditor

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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: May 23, 2001

North Pacific Trustee, Inc., Trustee

By Authorized Signature

PO BOX 4143

Bellevue, WA 98009-4143 <u>Contact: Vonnie Nave</u> (425) 586-1900

STATE OF WASHINGTON	)
	) ss.
COUNTY OF KING	``

I certify that I know or have satisfactory evidence that very is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Associate Member Assistant Vice President of North Pacific Trustee, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

5/29/01

YVONNE M. NAVE STATE OF WASHINGTON NOTARY ----- PUBLIC

MY COMMISSION EXPIRES 5-04-05

NORTHWEST TRUSTEE SERVICES, LLC PO Box 4143

BELLEVUE, WA 98009-4143 425-586-1900 FAX 425-586-1997 OTARY PUBLIC in and for the State of Washington, residing at

My commission expires

Loan no: L1144526-9 File No: 7115,20024

Client: Principal Residential Mortgage, Inc.

Borrower: Byrd, Mary Louise aka Van Maus, Mary Louise

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

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



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