

FILED FOR RECORD AT REQUEST OF: FIDELITY NATIONAL TITLE INSURANCE CO. C/O WINDSOR MANAGEMENT CO. 350 S. Grand Avenue, 42<sup>nd</sup> Floor Los Angeles, Ca. 90071

TS NO. 20137-WA-B LOAN NO. 9649913 TITLE ORDER NO. 1012291
Abbreviated Legal Description: TRACT 12, PLAT OF RIDGEWOOD, DIVISION NO. 1
ISLAND TITLE CO.
B17814

NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on <u>09/14/2001</u> at the hour of <u>10:00am</u> o'clock at <u>The main entrance to the Skagit County Courthouse, 3rd and Kincaid Street,, Mount Vernon, WA, in the City of <u>MOUNT VERNON</u>, 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(ies) of <u>SKAGIT</u>, State of Washington, to-wit: TRACT 12, PLAT OF RIDGEWOOD, DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 68 AND 69, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.</u>

Commonly known as: Tax Parcel No.:3984-000-012-0000 19529 RIDGEWOOD DRIVE, MOUNT VERNON, WA 98274

which is subject to that certain Deed of Trust Recorded on 03/31/2000, in Vol., Page, under Auditor's File No. 200003310094, records of SKAGIT County, Washington, from ROBERT D. LULL AND HOLLY L. LULL, HUSBAND AND WIFE, as Grantor(s), to KAREN L. GIBBON, P.S., as Trustee, to secure an obligation in favor of AAMES FUNDING CORPORATION, A CALIFORNIA CORPORATION, DBA AAMES HOME LOAN, as Beneficiary, the beneficial interest of which was assigned to AAMES CAPITAL CORPORATION, F/K/A AAMES FUNDING CORPORATION, under an Assignment recorded under Auditor's File No.: 200006080009

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 default(s) for which this foreclosure is made is/are as follows: Failure to pay the monthly payment which became due on 07/01/2000, and all subsequent monthly payments, plus late charges and other costs and fees as set forth. In addition, the beneficiary will require as a condition to reinstatement that you provide reliable written evidence that all property taxes and hazard insurance premiums are paid current as provided in the Deed of Trust.

Failure to pay when due the following amounts, which are now in arrears:

Amount due as of 5/4/2001

**Payments** 

Payments at \$1,760.08 each: (Default date to 5/4/2001)

\$19,360.55

Late Charges: Late Charges of \$176.00 for each monthly payment not made within 10 of its due date: \$1,760.00

Prior Accumulated Late Charges:

\$176.00

Beneficiary Advances (with interest if applicable):

\$715.64

TOTAL DUE:

\$ 22,012.19

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$167,868.62, together with interest as provided in the note or other instrument secured from 03/16/2000, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

200106080243 , Skagit County Auditor

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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 <u>09/14/2001</u>. The default(s) referred to in paragraph III must be cured by 9/3/2001 (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 9/3/2001 (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 9/3/2001 (11 days before the sale date) by the Grantor or the Grantor's successor in interest 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 Grantor or the Grantor's successor in interest at the following address(es):

ROBERT D. LULL

19529 RIDGEWOOD DRIVE

MOUNT VERNON, WA 98274

by both first class and certified mail on the 4/4/2001, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 4/5/2001, 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's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check or certified check in at leas the amount of one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check or certified check within one hour of the making of the bid. 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 objections 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.

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: 06/07/2001

FIDELITY NATIONAL TITLE INSURANCE COMPANY C/O WINDSOR MANAGEMENT COMPANY 350 S. GRAND AVENUE 47TH FLOOR LOS ANGELES, CA 90071

**SALE INFORMATION LINE: (916) 387-7728** 

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SALE INFORMATION LINE: (916) 387-7728

Fidelity National Title Insurance Co., as Trustee

Andrew Fragassi, Assistant Vice President

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

Orange

I certify that I know or have satisfactory evidence that **Andrew Fragassi** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the **Assistant Vice President of Fidelity National Title Insurance Company**, to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Dated: 6701 Notary: Market

My appointment expires:

MARCA Y, HERRERA
Contact from # 12/08/99
Notacy Public Collection
Occupie County
My Contact of Add 16, 2004



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