


When Recorded Return to:

**HILLIS CLARK MARTIN & PETERSON, P.S.**

Attn: Denise A. Ruiz  
500 Galland Building  
1221 Second Avenue  
Seattle, WA 98101

  
200108170092  
Skagit County Auditor  
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**NOTICE OF TRUSTEE'S SALE**

FIRST AMERICAN TITLE CO.  
65586

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

<b>Grantor(s):</b>	Hillis Clark Martin & Peterson, P.S., Successor Trustee
<b>Grantee(s):</b>	Donald S. Smith and Terri L. Smith
<b>Legal Description: (abbreviated)</b>	Lot 2, "PARK RIDGE DIVISION I"
<b>Assessor's Tax Parcel Identification No(s):</b>	4611-000-002-0001
<b>Reference No. of Related Documents:</b>	9506130073

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on November 30, 2001, at the hour of 10:00 a.m., inside the main entrance lobby, Old Skagit County Courthouse, 3rd and Kincaid, Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skagit, State of Washington, to-wit:

Lot 2, "PARK RIDGE DIVISION I", as per Plat recorded in Volume 15 of Plats at Pages 112 and 113, in the records of Skagit County, State of Washington;

the postal address of which is commonly known as 3724 Broadway Street, Mount Vernon, Washington 98273; which property is subject to that certain Deed of Trust dated June 9, 1995, and recorded on June 13, 1995, under Auditor's File No. 9506130073, records of Skagit County,

Washington, from Donald S. Smith and Terri L. Smith, husband and wife, as Grantor, to First American Title Company of Skagit County, as Trustee, to secure an obligation in favor of Washington Federal Savings, as Beneficiary.

Hillis Clark Martin & Peterson, P.S., is now Trustee by reason of an Appointment of Successor Trustee recorded on July 3, 2001, under Auditor's No. 200107030010, records of Skagit County, Washington.

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 as follows:

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

3 Monthly Payments of \$1,239.00, due on March 1, 2001, through May 1, 2001:	\$3,717.00
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3 Late Charges of \$50.61 each, due on each monthly payment not paid within 15 days of its due date, for monthly payments due on March 1, 2001, through May 1, 2001:	\$151.83
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3 Monthly Payments of \$1,241.00, due on June 1, 2001, through August 1, 2001:	\$3,723.00
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2 Late Charges of \$50.61 each, due on each monthly payment not paid within 15 days of its due date, for monthly payments due on June 1, 2001, through July 1, 2001:	\$101.22
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Advances by Lender:

Utilities Paid:	\$67.05
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Inspection Fees:	\$75.00
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TOTAL MONTHLY PAYMENTS, LATE CHARGES, AND OTHER AMOUNTS IN ARREARS:	<u>\$7,835.10</u>
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IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$131,614.12, together with interest as provided in the Note or other instrument secured from February 1, 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 November 30, 2001. The defaults referred to in paragraph III must be cured by November 19, 2001 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before November 19, 2001 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after November 19, 2001 (11 days before the sale) 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:

Donald S. Smith  
3724 Broadway St.  
Mount Vernon, WA 98273

Terri L. Smith  
3724 Broadway St.  
Mount Vernon, WA 98273

Travelers Home Mortgage Services, Inc.  
420 North Brand Blvd., 4th Floor  
Glendale, CA 91203

Donald S. Smith  
4830 Tournament West  
Meridian, ID 83642

Terri L. Smith  
4830 Tournament West  
Meridian, ID 83642

by both first class and certified mail on June 21, 2001 and July 2, 2001, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on June 28, 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.

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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 occupant 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.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED this 15<sup>th</sup> day of August, 2001.

TRUSTEE:

HILLIS CLARK  
MARTIN & PETERSON, P.S.

By

Joseph M. Ahern

500 Galland Building  
1221 Second Avenue  
Seattle, Washington 98101-2925  
Telephone: (206) 623-1745

Notice of Trustee's Sale



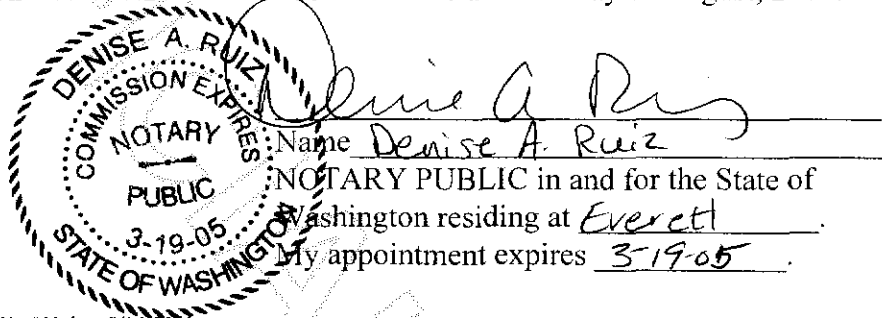
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Joseph M. Ahern, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this 15<sup>th</sup> day of August, 2001.



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