

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



200108200132
Skagit County Auditor
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File No. 7273.21974/Lopes, Daniel Antone Jr. and Shannon Colleen

Grantors: Northwest Trustee Services, LLC

US Bank, National Association

Grantee: Lopes, Daniel Antone Jr. and Shannon Colleen

FIRST AMERICAN TITLE CO.

65588-2

Notice of Trustee's Sale

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

I.

On November 30, 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.: 4631-000-009-0008

Lot 9, of "Plat of Sahlbom Annex", as per Plat recorded in Volume 15 of Plats, Pages 179 and 180, records of Skagit County, Washington. Except that portion thereof lying Northerly of the following described line: Beginning at the Northeast corner of said Lot 8, "Plat of Sahlbom Annex", (also being the Southeast corner of said Lot 29, "Umbarger Tracts"); thence South 89 degrees 14' 30" West, 315.24 feet to the West line of Lot 11, "Plat of Sahlbom Annex", at a point which is South 0 degree 15' 00" East 6.00 feet from the Northwest corner of said Lot 11, and being the terminus of said line.

Commonly known as: 1015 Crystal Court
Burlington, WA 98233

which is subject to that certain Deed of Trust dated 04/25/97, recorded on 04/30/97, under Auditor's File No. 9704300047, records of Skagit County, Washington, from Daniel A. Lopes, Jr. and Shannon C. Lopes, husband and wife, as Grantor, to First American Title Company, as Trustee, to secure an obligation in favor of U.S. National Bank of Oregon, dba U.S. Bancorp Home Loans, as Beneficiary.

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.

III.

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

| | Amount due to reinstate by 08/13/01 |
|--|--|
| A. Monthly Payments | \$9,683.55 |
| B. Late Charges | \$344.16 |
| C. Advances | \$878.46 |
| D. Other Fees | \$35.95 |
| Total Arrearage | <u>\$10,942.12</u> |
| E. Trustee's Expenses (Itemization) | |
| Trustee's Fee | \$550.00 |
| Attorneys' Fees | \$0.00 |
| Title Report | \$582.12 |
| Process Service | \$100.00 |
| Photocopies | \$20.00 |
| Statutory Mailings | \$72.00 |
| Recording Fees | \$30.00 |
| Toll Calls | \$15.00 |
| Publication | \$0.00 |
| Inspection Fees | |
| Other | \$0.00 |
| Total Costs | <u>\$1,369.12</u> |
| Total Amount Due: | <u>\$12,311.24</u> |

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 |
|---|--|
| 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 \$116,871.12, together with interest as provided in the note or other instrument secured from 11/01/00, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.



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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 11/30/01. 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 11/19/01 (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 11/19/01 (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 11/19/01 (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.

VI.

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

Daniel Antone Lopes, Jr.
1015 Crystal Court
Burlington, WA 98233

Shannon Colleen Lopes
1015 Crystal Court
Burlington, WA 98233

Peter H. Arkison, Trustee
103 East Holly Street, #502
Bellingham, WA 98225-4728

John G. Kamb, Sr., Attorney
702 Main Street
Mount Vernon, WA 98273

by both first class and either certified mail, return receipt requested, or registered mail on 06/25/01, proof of which is in the possession of the Trustee; and on 06/27/01 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 all their right, title and interest in the above-described property.



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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.

DATED: August 13, 2001

Northwest Trustee Services, LLC, Trustee

By

Authorized Signature

PO BOX 4143

Bellevue, WA 98009-4143

Contact: Vonnie Nave

(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeff Skorman 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 Northwest Trustee Services, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 13, 2001

YVONNE M. NAVE
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 5-04-05

Yvonne M. Nave
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue, WA
My commission expires 5-04-05

NORTHWEST TRUSTEE SERVICES, LLC
PO BOX 4143
BELLEVUE, WA 98009-4143
425-586-1900
FAX 425-586-1997

Loan no: 0092887866
File No: 7273.21974
Client: Washington Mutual Home Loans Inc.
Borrower: Lopes, Daniel Antone Jr. and Shannon Colleen

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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