AFTER RECORDING RETURN TO: Roger M. Jones, Jr. 1201 Third Avenue, Ste. 3400 Seattle, NA 98101-3034 200109100051 , Skagit County Auditor 9/10/2001 Page 1 of 3 10:39:58AM

## NOTICE OF TRUSTEE'S SALE

Grantor: Roger W. Jones, Jr.
Grantee: Public/ Gamey
Legal Descrip.: Ptn Lot 9, Everett's Fertile Acres, Vol 7,
Parcel No.: 3910-000-009-0004 pp. 16-17

1. NOTICE IS HEREBY GIVEN that the undersigned Successor Truswill on December 7, 2001, at the hour of 9:30 a.m., on front steps inside main entrance of Skagit County Courthouse.

205 W. Kincaid St., Mt. Vernon, 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 of Skagit , State of Washington:

Lot 9, except the South 100 feet thereof, Everett's Fertile Acres, Per Vol. 7 of Plats, pp. 16-17,

Commonly known as 44235 Dalles Rd., Concrete

Washington), which is subject to that certain Deed of Trust
dated August 31, 2001, recorded Sept. 5, 2001, under Recording No. 200009050105, records of Skagit County, Washington, from Lawrence N. Gamey

to Land Title Co.

obligation in favor of Associates Financial Services of Am.

Beneficiary, the beneficial interest in which was assigned to under Recording No.

- 2. 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.
- 3. The default(s) for which this foreclosure is made is the failure to make the monthly payment due \_\_\_\_May 10\_, 200\_1, and

all monthly payments due thereafter, plus late charges, and other amounts as indicated, which amounts are now in arrears; to wit:

Total monthly payments in arrears

\$ 2,853.80

Total amount in arrears

\$ 2,853.80

Further default is delinquent real property taxes, first \( \frac{1}{2} \)

- 4. The sum owing on the obligation secured by the Deed of Trust is: Principal \$62,063.66, together with interest as provided in the note or other instrument secured, from the date one month preceding the date set forth in paragraph 3, advances (if any), and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.
- 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 date set forth in paragraph 1. fault(s) referred to in paragraph 3, together with any subsequent monthly payments, late charges, advances and costs and fees hereafter due, must be cured by November 26, 2001 (11 days before the sale date), to cause a discontinuance of the sale and termination of the foreclosure. The sale may be terminated at any time after the date set forth in paragraph 3, and before the sale, only by the Grantor(s) or the Grantor(s)' successor(s) in interest or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust set forth in paragraph 4, plus costs, fees and any advances made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.
- 6. A written Notice of Default was transmitted by the Successor Trustee to the Grantor(s) or the Grantor(s) successor(s) in interest at the common address set forth immediately below the legal description in paragraph 1, and to

by both first class and certified mail on August 3, 2001, and on August 4, 2001, the Notice of Default was posted in a conspicuous place on the real property described in paragraph 1, or the Grantor(s) or their successor(s) in interest were personally served with said written Notice of Default. The Successor Trustee has in his possession proof of said mailing and posting or personal service.

7. The Successor Trustee whose name an



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below will provide in writing, to anyone requesting it, a statement of all costs and fees due at any time prior to sale.

- 8. The effect of the sale will be to deprive the Grantor(s) and all those who hold by, through or under the Grantor(s) of all their interest in the above-described property.
- 9. 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 my result
  in a waiver of any proper grounds for invalidating the trustee's
  sale. All inquiries regarding this foreclosure action must be
  directed to the undersigned at the address/telephone number set
  forth below.
- 10. 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.

Reger W. Jones, Jr., Seccessor Trustee 1201 Third Ave., Ste. 3400

Seattle, WA 98101-3034

(206) 326-5709

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know that Roger W. Jones, Jr, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and volumtary act for the uses and purposes mentioned in this instrument.

DATED: September 4, 2001

Linda Blanchard , Notary Public My appointment expires: 12/17/0

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