

Return to:  
Roger W. Jones, Jr.  
1201 Third Avenue, Suite 3400  
Seattle, WA 98101-3034



200110250022  
Skagit County Auditor

10/25/2001 Page 1 of 3 9:29:55AM

NOTICE OF TRUSTEE'S SALE

(Due in Full)

File No.: 2527.066/.067  
Grantor: Roger W. Jones, Jr.  
Grantee: Public/Eco & Miller  
Legal Descrip.: Lot 1, Millard's Add.; Lot 20, Cresmoor Div. No. 2;  
and Sec. 8, T24N, R4E, Tract 2, SP No. 11-91, Ptn.  
Gov. Lot 8  
Parcel Nos.: 3740-000-001-0008; 4376-000-020-0004; 340408-0-067-  
0200

1. NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee will on January 25, 2002, at the hour of 9:30 o'clock a.m., on the front steps inside the main entrance of the 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 the sale, the following described real properties, situated in the County of Skagit, State of Washington, to-wit:

Parcel A: Lot 1, Millard's Addition, Mt. Vernon, Washington, per  
V o l . 7 o f P l a t s , p . 6 2 ;

Parcel B: Lot 20, Plat of Cresmoor Div. No. 2, per Vol. 12 of  
Plats, p. 16; and

Parcel C: Lot 2, City of Mount Vernon Short Plat No. MV 11-91,  
approved 11/26/91, recorded 12/5/91 in Book 10 of Short  
Plats, pp. 31-2, under APN 9112050009, and being a  
portion of Government Lot 8, Section 8, T34N, R4E, W.M.;  
TOGETHER WITH a non-exclusive easement for access and  
utilities over that certain 40 foot strip over Lot 3 of  
said Short Plat, as shown on the face of said short  
plat,

(commonly known as 900 Crestview Lane, aka 321 E. Fir St., 1900 Pacific Place, and 1605 Hoag Rd., all in Mt. Vernon, Washington) which are subject to those certain Deeds of Trust dated March 24, 2000, recorded March 29, 2000, under Auditor's File Nos. 200003290069 and 200003290074, records of Skagit County, Washington, from Randy V. Eco, Kelly K. Miller and Eco Enterprises, as Grantor, to Land Title Co. of Skagit County, as Trustee, to secure an obligation in favor of Bismark Mortgage Company, LLC, as Beneficiary.

2. No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligations in any court by reason of the Grantor's default on the obligations secured by the Deeds of Trust.

3. The default(s) for which this foreclosure is made is the failure to make the full payments due, as extended, on June 7, 2001 and June 27, 2001, respectively, and accrued interest, and other amounts as indicated, which amounts are now in arrears; to-wit:

Unpaid principal on #991123	\$158,200.09
Accrued interest	25,135.22
Unpaid principal on #991124	21,340.32
Accrued interest	78.90

Total amount in arrears:

\$204,754.53

4. The sums owing on the obligations secured by the Deeds of Trust are: principal and interest as set forth in Paragraph 3, and such other costs and fees as are due under the note or other instruments, and as are provided by statute.

5. The above-described real properties will be sold to satisfy the expense of sale and the obligations secured by the Deeds 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. The default(s) referred to in Paragraph 3 and/or 4, together with any accruing interest, advances, costs and fees hereafter due, must be cured prior to the auction sale scheduled as set forth in Paragraph 1, in order to cause a discontinuance of the sale and termination of the foreclosure. The sale will be discontinued and terminated if at any time before 9:00 o'clock a.m. on January 25, 2002, the defaults as set forth in Paragraph 3 and/or 4 are cured, and the fees and Trustee's costs are paid.

6. Written Notices of Default were transmitted by the Successor Trustee to the Grantor, by both first class and certified mail on September 10, 2001; and on September 13, 2001, the Notices of Default were posted in conspicuous places on the real properties described in Paragraph 1 above. The Successor Trustee has in his possession proof of said mailing and posting.

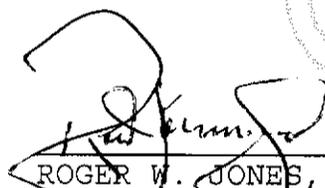
7. The Successor Trustee whose name and address are set forth below will provide in writing, to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

8. The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all interest in the above-described properties.

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 may result in a waiver of any proper grounds for invalidating the Trustee's sale.

10. The purchaser at the trustee's sale is entitled to possession of the properties on the 20th day following 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: October 24, 2001.

  
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ROGER W. JONES, JR.  
Successor Trustee  
1201 Third Avenue, Suite 3400  
Seattle, WA 98101-3034  
(206) 326-5709

STATE OF WASHINGTON            )  
  )  
COUNTY OF KING                )            ss.

I certify that I know or have satisfactory evidence 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 voluntary act for the uses and purposes mentioned in this instrument.

DATED: October 24, 2001.

  
Linda J. Blanchard  
Notary Public  
My Appointment Expires: 12/17/02