

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

KLH Foreclosure Trustee Services, Inc
19732 MacArthur Blvd., Suite 100
Irvine, California 92612



200110250124
Skagit County Auditor
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862379

ORDER#862379

Loan No: 024675480307330 APN: 350619-3-009-0007

SPACE ABOVE THIS LINE FOR RECORDER'S USE
FIRST AMERICAN TITLE CO.

TS No: KLH-01-00711

66091-2

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on 1/25/2002, at 10:00 AM at AT THE FRONT ENTRANCE TO THE SKAGIT COURTHOUSE, 3RD AND KINCAID STREET, MOUNT VERNON, WA sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of Skagit, State of Washington, to-wit:

Commonly known as:
30706 WALBERG ROAD
SEDRO WOOLEY, WA 98284

which is subject to that certain Deed of Trust dated 4/8/1999, recorded 4/16/1999, under Auditor's File No. 9904160094, in Book 1975, Page 0550 records of Skagit County, Washington, from TIMOTHY SIMEK A MARRIED INDIVIDUAL AS HIS SEPARATE PROPERTY, as Grantor(s), to LAND TITLE COMPANY, as Trustee, to secure an obligation in favor of ASSOCIATES FINANCIAL SERVICES, as Beneficiary, the beneficial interest in which was assigned by ASSOCIATES FINANCIAL SERVICES to CITIFINANCIAL MORTGAGE COMPANY.

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/Mortgage.

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III. The default(s) for which this foreclosure is made is/are as follows:

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

PAYMENT INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO.PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
3/5/2001	1/25/2002	11	\$1,356.00	\$14,916.00

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
3/5/2001	1/25/2002	0	\$0.00

PROMISSORY NOTE INFORMATION

Note Dated: 4/8/1999
 Note Amount: \$168,586.65
 Interest Paid To: 2/5/2001
 Next Due Date: 3/5/2001

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$167,025.33, together with interest as provided in the Note from the 3/5/2001, and such other costs and fees 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 1/25/2002. The defaults referred to in Paragraph III must be cured by 1/14/2002, (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 1/14/2002 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 1/14/2002 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, 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):

<u>NAME</u>	<u>ADDRESS</u>
TIMOTHY SIMEK A MARRIED INDIVIDUAL AS HIS SEPARATE PROPERTY	30706 WALBERG ROAD SEDRO WOOLEY, WA 98284
TIM SIMEK	30706 WALBERG ROAD SEDRO WOOLEY, WA 98284

by both first class and certified mail on 8/20/2001, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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 objections to this 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.

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

DATED: October 22, 2001

First American Title (WA, OR,)

Diane Erickson

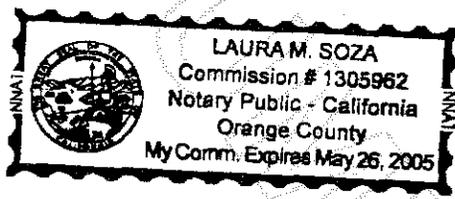
DIANE ERICKSON ASSISTANT SECRETARY

State of CALIFORNIA) ss.
County of ORANGE)

On 10/22/2001, before me, LAURA SOZA, a Notary Public in and for said County and State, personally appeared DIANE ERICKSON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Laura M. Soza*



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TITLE OFFICER: CHRIS BOLGER

EXHIBIT "A"

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT AND IS DESCRIBED AS FOLLOWS:

THE WEST 1/2 OF THE EAST 1/2 AND THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., EXCEPT THE NORTH 20 FEET THEREOF AS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED MAY 2, 1916, UNDER AUDITOR'S FILE NO. 113085, RECORDS OF SKAGIT COUNTY, WASHINGTON; ALSO EXCEPT THE SOUTH 601.58 FEET THEREOF, ALSO EXCEPT THE NORTH 432 FEET OF THE WEST 90 FEET OF THE SOUTH 1,033.58 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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