AFTER RECORDING RETURN TO: Roger W. Jones, Jr. 1201 Third Avenue, Ste. 3400 Seattle, WA 98101-3034

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## NOTICE OF TRUSTEE'S SALE

File No.: 1369.280

Grantor: Roger W. Jones, Jr.

Grantee: Public/ Roberts

Legal Descrip.: Lot 10, Block E, Cape Horn on the Skagit

Parcel No.: 3868-005-010-0002

1. NOTICE IS HEREBY GIVEN that the undersigned Successor Truswill on February 8 200%, at the hour of 9:30 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 sale, the following described real property, situated in the County of Skagit , State of Washington:

Lot 10, Block E, Cape Horn on the Skagit, per Vol. 8 of Plats, pp. 92-97,

(commonly known as	7536 N. Cente	er Ct., Sedi	row Woolley	
Washington), which is dated June 22, 19	subject to	that cert	ain Deed o	f Trust
ing No.9906240006	records of	Skagit	Cour	ity, Washing-
ton, from Russell Ro	berts			Grantor(s),
to Land Title Co.		, as ?	rustee, to	secure an
obligation in favor	Associates	Financial S	Services of P	merica , as
Beneficiary, the ben	eficial inte	CARL IN W	High was a	signed to ent recorded
under Recording No.		<del>_y undes (</del> ⊷	en Assignm	PRE FSCOFOSG.

- 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 \_\_\_April 5\_\_, 2001, 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

\$ 4,837.70

Total amount in arrears

\$ 4,837.70

Delinquent real property taxes, 2000 to date.

- 4. The sum owing on the obligation secured by the Deed of Trust is: Principal \$53,534.89, 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. The default(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 January 28 (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 53704B Whitefalls Ct., Concrete, WA

by both first class and certified mail on October 2, 2001, and on Cctober 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 and address are set forth

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- 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.

Roger W. Jones, Jr., Seccessor Trustee 1201 Third Ave., Ste. 3400 Seattle, WA 98101-3034 (206) 326-5709

STATE OF WASHINGTON

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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: November 2, 2001.

Linda J. Blanchard, Notary Public My appointment expires: 12/17/02

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