


Filed for Record at Request of:

Zylstra Beeksma Waller & Dale, P.L.L.C.  
791 S. E. Barrington Drive  
Oak Harbor, WA 98277

  
200111210093  
Skagit County Auditor  
11/21/2001 Page 1 of 4 11:58:39AM

LAND TITLE COMPANY OF SKAGIT COUNTY

P98697

**NOTICE OF TRUSTEE'S SALE**

TO: The Public  
RE: Hofstetter

I. NOTICE IS HEREBY GIVEN that Zylstra Beeksma Waller & Dale, P.L.L.C., Successor Trustee, will on **April 19, 2002**, at the hour of 10:00 o'clock a.m., at the United States Post Office in the City of Anacortes, State of 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 County, State of Washington, to-wit:

Lot 4, Skagit County Plat No. 96-016, Approved November 14, 1996, and recorded November 20, 1996, in Volume 12 of Short Plats, page 160, under Auditor's File No. 9611200005, records of Skagit County, Washington, being a portion of Lot 4, Skagit County Short Plat No. 58-79, approved August 1, 1979, and recorded November 17, 1979, in Volume 3 of Short Plats, Page 165, under Auditor's File No. 7908170008, records of Skagit County, Washington, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 35 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.

Tax Parcel #350717-1-009-0700

which is subject to that certain Deed of Trust dated February 10, 1999, recorded February 11, 2001, under Auditor's File No. 9902110097, records of Skagit County, Washington, from Steve E. Hofstetter, and Sonja M. Hofstetter, as Grantors, to Land Title Company, as Trustee, to secure an obligation in favor of InterWest Bank nka Pacific Northwest Bank who was the original Beneficiary or, due to assignment is now the current Beneficiary.

**II.** 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 Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

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

a) As of November 20, 2001, failure to pay the accelerated amounts owing under the Promissory Note secured by the Deed of Trust by the due date of September 17, 2001. The Note is being accelerated based on your failure to cure your defaults under the Note by September 17, 2001 as indicated in a 30-day Notice mailed to you. The accelerated amounts now due and owing on the Promissory Note are itemized as follows:

Principal:	\$118,449.38
Interest through 11/20/01:	\$ 6,953.55
Construction Default Penalties:	\$ 1,716.52
Cost of title report for foreclosure	\$ 318.01
Service, Posting (estimated)	\$ 94.00
Postage	\$ 70.00
Estimated Photocopies	\$ 20.00
Long Distance Phone & Fax Charges	\$ 10.00
Trustee's Fee	\$ 75.00
Attorney's fee	\$ 1,000.00
	<u>\$128,706.46</u>

b) Plus any additional payments and/or late charges which may become due.

The real property taxes were not paid as required by the Promissory Note and Deed of Trust. The amount in arrears is \$1,137.22 plus interest and penalties.

**IV.** The sum owing on the obligation secured by the Deed of Trust is:

Principal balance of \$118,449.38, together with interest as provided in the note or other instrument secured from February 1, 2001, and such other costs and fees as are due under the note or other instrument secured, and 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on April 19, 2002. The default(s) referred to in paragraph III must be cured by April 8, 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 on or before April 8, 2002 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after April 8, 2002 (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 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 the Deed of Trust, and curing all other defaults.

**VI.** A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Steve E. Hofstetter  
8413 Heavenly Place  
Concrete, WA 98237

Sonja M. Hofstetter  
8413 Heavenly Place  
Concrete, WA 98237

by both first class and certified or registered mail on October 4, 2001, proof of which is in the possession of the Trustee; the written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above on October 8, 2001, 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 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 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.

**XI. FAIR DEBT COLLECTION PRACTICES ACT NOTICE:** Zylstra Beeksma Waller & Dale, P.L.L.C. is attempting to collect a debt and any information obtained will be used for that purpose.

DATED: November 20, 2001.

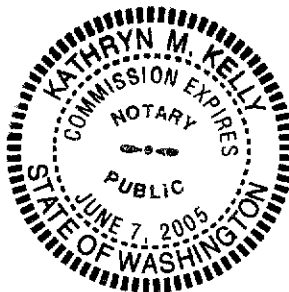
  
Kenton L. Dale  
ZYLSTRA BEEKSMA WALLER & DALE, P.L.L.C.,  
TRUSTEE

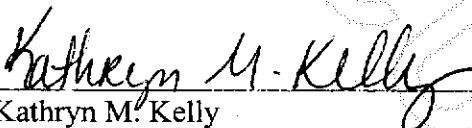
Address: 791 S. E. BARRINGTON DRIVE  
OAK HARBOR, WA 98277  
Telephone: (360) 675-5955 or 675-2226

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF ISLAND )

On this day personally appeared KENTON L. DALE, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on November 20, 2001.



  
Kathryn M. Kelly  
Notary Public  
My Appointment Expires: 6/7/05

