Filed for record at request of: Gerald T. Osborn, Attorney PO Box 1216 Anacortes, WA 98221



**Skagit County Auditor** 

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Reference number of related document: A.F. # 200111190213

"Grantor" — Island Title Company

"Grantee" — Gerald T. Osborn, successor trustee Legal Description: Lot 19, BROOKFIELD PARK Tax parcel number: 3778-000-019-0011 A 21170

## NÖTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 8<sup>th</sup> day of March, 2002, at the hour of 9:00 a.m. at the main entrance of the U.S. Post Office, 621 W. Division St., in the City of Mt. Vernon, Skagit County, 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 Skagit County, Washington, to wit:

Lot 19, THE PLAT OF BROOKFIELD PARK, according to the plat thereof, recorded in Volume 7 of Plats, pate 26, records of Skagit County, Washington.

which is subject to that certain Deed of Trust dated May 26, 1995, and recorded May 26, 1995 under Auditor's File No. 9505260161, Skagit County, Washington, from Donald W. George and Linda J. George, husband & wife as Grantor, to Island Title Company, as Trustee, to secure an obligation in favor of Moon Glade Resources, as Beneficiary, the beneficial interest in which has been assigned to Gregory L. Moore.

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 Grantor's default on the obligation secured by the Deed of Trust.

Ш

The defaults for which this foreclosure is made are as follows:

- a. Failure to pay interest as provided in the promissory note in the amount of \$50,197
- b. Other defaults:
  - 1. Taxes advanced by beneficiary in the amount of:

2 495

Failure to pay taxes on the subject property for 2000 and 2001 in the amount of:

2,272, plus interest and penalties.

\$54,964

Total:

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$77,000, together with interest at 10% per annum as provided in the note or other instrument secured from May 26, 1995, and such other late penalty, 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 the 8<sup>th</sup> day of March, 2001. The defaults referred to in paragraph III must be cured by February 25<sup>th</sup>, 2001 (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 February 25<sup>th</sup>, 2001, (11 days before the sale date), the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after February 25<sup>th</sup>, 2001(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 and late penalty secured by the Deed of Trust plus costs, fees, and advances if any, made pursuant to the terms of the obligation and/or Deed of Trust and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Grantor at the following addresses: 1604 36<sup>th</sup> St., Anacortes, WA, 98221, by both first class and certified mail on July 13, 2001, and was also personally served on the Grantor on that date, proof of which is in the possession of the Trustee.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it a statement of 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 ground 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.

Gerald T. Osborn, Successor Trustee

Address: 1011 1/2 8th Street, P.O. Box 1216,

Anacortes, WA 98221

Telephone # (360) 293-0314

State of Washington )

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County of Skagit

On this day Gerald T. Osborn appeared before me and 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 mentioned therein.

Given under my hand and official seal this 3rd day of December, 2001.

JO ANN C. RYAN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPTEMBER 25, 2002

Notary Public in and for the State of Washington

My appointment expires:

9-25-02

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