RECORDING REQUESTED BY, and WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

90 ATTORNEYS EQUITY NATIONAL CORPORATION 23721 BIRTCHER DRIVE LAKE FOREST, CA 92630



3:39PM

ISLAND TITLE COMPANY

ACCOMMODATION ONLY A21041/ Trustee Sale Number: 51462-F WA Loan #: 1000382616

TSG #: 1015302

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, et, seq.

TO: ROBERT L. PAULK AND GINA PAULK, HUSBAND AND WIFE

NOTICE IS HEREBY GIVEN that the undersigned Trustee, FIDELITY NATIONAL TITLE INSURANCE COMPANY, will on the 15th day of March, 2002, at the hour of 10:00

AT THE MAIN ENTRANCE OF THE SUPERIOR COURTHOUSE205W. KINCAID STREETMT. VERNON, WAin the City of MT. VERNON 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(ies) of SKAGIT, State of Washington, to-wit:

SEE EXHIBIT ''A'' ATTACHED HERETO AND MADE A PART HEREOF.

340205-0-036-0001 APN: 340205-0-032-0005

APN#:

which is subject to that certain Deed of Trust dated 12/29/00, under Auditor's File No. 200101110146, records of SKAGIT County, Washington, from GINA PAULK AND ROBERT L. PAULK, AS SEPARATE ESTATE as Grantor, to FIRST AMERICAN TITLE, as Trustee, to secure an obligation in favor of AAMES FUNDING CORPORATION, DBA AAMES HOME LOAN as Beneficiary.

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.

III.

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

Failure to make the 09/01/01 payment of principal and interest and all subsequent payments, together with accrued late charges, under the terms of said Note and Deed of Trust.

Failure to pay the following past due amounts, which are in arrears:

8 monthly Payments at \$1,900.98 each; (05/01/01 through 12/01/01)

\$15,207.84

Late Charges:

7 late charges of \$190.09 of/for each monthly payment not made within 15 days of its due date.

\$1,330.63

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$16,538.47

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IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$216,509.23, together with interest as provided in the note or other instrument secured from the 1st day of May, 2001, and such other costs and fees as are due under the note or other instrument secured, and as are provided by staute.

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 15th day of March, 2002. The default(s) referred to in paragraph III must be cured by the 4th day of March, 2002 (11 days before sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 4th day of March, 2002 (11 days before 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 the 4th day of March, 2002 (11 days before sale date), and before the sale by the Grantor or the Grantor's successor in interest of 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 Deed of Trust, and curing all other defaults.

VΤ

A written notice of default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor in interest at the following address:

12338 S. FIDALGO BAY RD., ANACORTES, WA 98221

by both first class and cerified mail on the 5th day of October, 2001, proof of which is in the possession of the Trustee, and the Grantor or the Grantor's successor in interest was personally served on the 8th day of October, 2001, 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.

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.

Х.

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.

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Trustee Sale Number: 51462-F WA Loan #: 1000382616 TSG #: 1015302

DATE: 12/06/01

FIDELITY NATIONAL TABLE INSURANCE COMPANY

BY ATTORNEYS EQUITY NATIONAL CORP., AS AGENT LAYNE LAMBERT, ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA COUNTY OF ORANGE

 $12/\overline{06/01}$ before me ANGELA TURKICH

On 12/06/01 , before me ANGELA TURKICH , personally appeared LAYNE LAMBERT , personally known to me (or proved 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



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3:39PM

#### EXHIBIT 'A'

## PARCEL A:

That portion of Government Lot 3, Section 5, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of the paved highway right-of-way in Government Lot 3 as it existed on July 14, 1941, which is 744.95 West of the East line of said Lot 3; thence Northwesterly along the South line of said right-of-way to a point 754.95 feet West of the East line of said Lot 3;

thence South parallel with the East line of Lot 3, 125 feet; thence in a straight line Northeasterly to the Point of Beginning:

EXCEPT any portion thereof lying within the right-of-way of P.S.H. No. I-AN.

## PARCEL B:

That portion of Government Lot 3, Section 5, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of paved highway right-of-way in Lot 3 as it existed on July 2, 1947, which is 754.95 feet West of the East line of said Lot 3, thence South parallel with the East line of said Lot 3, 125 feet; thence West 38 feet to a point 792.95 feet West of the East line of Lot 3; thence in a straight line Northeasterly to a point on the South line of said paved highway right-of-way, which is 782.95 feet West of the East line of said Lot 3; thence Southeasterly along the South line of said right-of-way to the Point of Beginning;

EXCEPT that portion thereof lying within the right-of-way of P.S.H. No. I-AN.

#### PARCEL C:

Beginning at a point on the south line of paved state highway as it existed on September 29, 1970, in Government Lot 3 of Section 5, Township 34 North, Range 2 East of the Willamette Meridian, 804.95 feet West of the East line of said lot; thence South parallel with said East line to a point 500 feet North of the South line of said lot; thence West to a point 892.95 feet West of the East line of said lot; thence North parallel with said East line to the South line of above referred highway; thence Easterly along said highway to the Point of Beginning;

continued . . . .



#### **EXHIBIT A**

## PARCEL C continued

ALSO, that portion of Government Lot 3 of Section 5, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of state highway right-of-way as it existed on September 27, 1970, which is 794.95 feet West of the East line of Lot 3;

thence along the said South line of said right-of-way Westerly to a point 804.95 feet West of the East line of said Lot 3;

thence South parallel with the East line of said Lot 3, 149,344 feet;

thence in a straight line Northeasterly to the Point of Beginning.

## PARCEL\_D:

Lot 3 of Short Plat Number 18-85 approved September 6, 1985 and recorded in Volume 7, of Short Plats at pages 41 and 42, under Auditor's File Number 8509090045, records of Skagit County, Washington; being a portion of Government Lot 3, Section 5, Township 34 North, Range 2 East of the Willarmette Meridian.

EXCEPT the East 60 feet thereof;

AND EXCEPT that portion lying South of the Easterly prolongation of the North line of Lot 1 of said Short Plat No. 18-85.

# PARCEL E:

That portion of Government Lot 3 and the North Half of the Southwest Quarter in Section 5, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point 591.375 feet South of the North line of the Northeast Quarter of the Southwest Quarter and 692.95 feet West of the East line of said Northeast Quarter of the Southwest Quarter of said Section 5;

thence North parallel with the East line of the Northeast Quarter of the Southwest Quarter and Government Lot 3 to the South line of the paved highway right-of-way;

thence Westerly along the said right-of-way line to a point 754.95 feet West of the East line of Government Lot 3:

thence South parallel with the East line of Government Lot 3, a distance of 125 feet to the Southeast corner of that certain tract conveyed to Floyd Willette and Mary Willette, husband and wife, by deed recorded under Auditor's File No. 8904110064, and the true point of beginning; thence continuing South parallel with the East line of Government Lot 3 for 70 feet to an

continued .....

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#### **EXHIBIT A**

# PARCEL E continued

intersection with a property line as granted to Austin Skeisvold et ux etal d/b/a/ Fidelgo Heights by deed recorded under Auditor's File No. 8312080047, records of Skagit County, Washington; thence West along said property line for 38 feet to a point 792.95 feet West of the East line of Government Lot 3;

thence North 69 feet to the Southwest comer of said Willette tract; thence East 38 feet to the point of beginning.

Situate in Skagit County, Washington.

- END OF EXHIBIT 'A' -

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