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Skagit County Auditor

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TRUSTEE:

REAL ESTATE MANAGEMENT CORPORATION
P.O. BOX 2116
MOUNT VERNON, WA 98273

DOCUMENT TITLE:

NOTICE OF TRUSTEE'S SALE

RELATED DOCUMENT:

DEED OF TRUST (AF #9403310119)

GRANTOR:

REAL ESTATE MANAGEMENT CORP.

GRANTEE:

BERKLEY, LARRY G.

LEGAL DESC.:

a ptn of NE ¼ of NW ¼, 29-35-6, W.M.

TAX ACCOUNT NO.:

350629-0-011-0007

350629-0-006-0004

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

TO: LARRY G. BERKLEY
31474 So. Skagit Highway
Sedro-Woolley, WA 98284

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 5th day of April, 2002, at the hour of 10:00 o'clock a.m., at the Skagit County Courthouse lobby, in the City of Mount 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 of Skagit, State of Washington, to-wit:

**Legal Description attached hereto as Exhibit "A"
and incorporated herein by this reference**

which is subject to that certain Deed of Trust dated March 18, 1994, recorded March 31, 1994, under Auditor's File No. 9403310119, records of Skagit County, Washington, from LARRY G. BERKLEY, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation, as Trustee, to secure an obligation in favor of DONALD K. SHOUSE and VIRGINIA ANN SHOUSE, husband and wife, the beneficial interest of which was subsequently assigned to ERROL HANSON, successor beneficiary.

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.

III. The default(s) for which this foreclosure is made is/are as follows: Failure to pay the following past due amounts, which are in arrears:

5 Monthly Payments of \$949.32 each (August through December, 2001): \$ 4,746.60

IV. The sum owing on the obligation secured by the Deed of Trust is: Principal of \$61,443.54, together with interest as provided in the note or other instrument secured from July 25, 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 encumbrance on the 5th day of April, 2002. The defaults referred to in paragraph III must be cured by March 25, 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 March 25, 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 March 25, 2002 (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest or the holder of any 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.

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

LARRY G. BERKLEY
2926C So. Skagit Highway
Sedro-Woolley, WA 98284

by both first class and certified mail on the 9th day of October, 2001, and the property was posted on October 5, 2001, 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 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. 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.

Dated this 24th day of December, 2001.

REAL ESTATE MANAGEMENT CORPORATION, TRUSTEE

BY:

KENT HABERLY, President
P.O. BOX 2116
1301 Riverside Drive Ste. A-5
MOUNT VERNON, WA 98273
(360) 424-3323



STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, KENT HABERLY, to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal this 24th day of December, 2001.

NOTARY PUBLIC in and for the State of
Washington, residing at Burlington
My appointment expires 4-1-03
Peggy A. Brown



Schedule "A-1"

DESCRIPTION:

PARCEL "A":

That portion of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northwest corner of that certain tract conveyed to Charlotte L. Pursche and Camille Jaquith by instrument dated April 18, 1968, recorded April 24, 1968, under Auditor's File No. 712893, said point being on the Easterly line of the County Road and 528.7 feet, more or less, North of the South line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence Easterly along the North line of said Pursche-Jaquith Tract, 140 feet to the Northeast corner thereof; thence Northerly parallel with the East line of said County Road, 113.17 feet, more or less, to the South line of the County Road, which runs along the North line of said subdivision; thence West along the South line, 140 feet to its intersection with the Easterly line of the County Road along the West line of said subdivision; thence Southerly along said County Road, 114.31 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point on the East line of the County Road, 328.7 feet North of the South line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence East 140 feet; thence Northerly parallel to the East line of said County Road, 200 feet; thence West 140 feet to the East line of said County Road; thence South along the East line of said County Road to the point of beginning.

Situate in the County of Skagit, State of Washington.



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