

When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attn: Julie Nelson
500 Galland Building
1221 Second Avenue
Seattle, WA 98101


200202070070
Skagit County Auditor
2/7/2002 Page 1 of 5 11:38AM

FIRST AMERICAN TITLE CO.

NOTICE OF TRUSTEE'S SALE

17749

Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

Grantor(s):	Hillis Clark Martin & Peterson, P.S., Successor Trustee
Grantee(s):	Jaime R. Aguilar and Veronica M. Aguilar and Jesus R. Aguilar
Legal Description (abbreviated):	Lot 26, "PLAT OF EASTWIND", recorded in Volume 12 of Plats, Pages 31 and 32, records of Skagit County, Washington.
Assessor's Tax Parcel Identification No(s):	43840000260008
Reference No. of Related Documents:	9604170046

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on May 17, 2002, at the hour of 10:00 a.m., inside the main entrance lobby, Old Skagit County Courthouse, 3rd and Kincaid, Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skagit, State of Washington, to-wit:

Lot 26, "PLAT OF EASTWIND", as per Plat recorded in Volume 12 of Plats, Pages 31 and 32, records of Skagit County, Washington. Situate in the City of Mount Vernon, County of Skagit, State of Washington;

the postal address of which is commonly known as 1901 North 33rd Place, Mount Vernon, Washington 98273; which property is subject to that certain Deed of Trust dated April 12, 1996, and recorded on April 17, 1996, under Auditor's File No. 9604170046, records of Skagit County,

Washington, from Jaime R. Aguilar and Veronica M. Aguilar and Jesus R. Aguilar, husband and wife, an unmarried individual, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Continental Savings Bank, as Beneficiary.

Hillis Clark Martin & Peterson, P.S., is now Trustee by reason of an Appointment of Successor Trustee recorded on January 7, 2002, under Auditor's No. 200201070087, records of Skagit County, Washington.

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 defaults for which this foreclosure is made are as follows:

Failure to pay when due the following amounts that are now in arrears:

1 Monthly Payment of \$862.71, due on July 1, 2001:	\$862.71
1 Late Charge of \$34.51 each, due on each monthly payment not paid within 15 days of its due date, for monthly payment due on July 1, 2001:	\$34.51
7 Monthly Payments of \$805.10, due on August 1, 2001, through February 1, 2002:	\$5,635.70
6 Late Charges of \$32.20 each, due on each monthly payment not paid within 15 days of its due date, for monthly payments due on August 1, 2001, through January 1, 2002:	\$193.20
Unapplied Funds to be Credited towards the Account:	(\$850.00)
TOTAL MONTHLY PAYMENTS, LATE CHARGES, AND OTHER AMOUNTS IN ARREARS:	<u>\$5,876.12</u>

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$88,856.50, together with interest as provided in the Note or other instrument secured from June 1, 2001, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

Notice of Trustee's Sale

Page 2



200202070070

Skagit County Auditor

2/7/2002 Page 2 of 5 11:38AM

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 May 17, 2002. The defaults referred to in paragraph III must be cured by May 6, 2002 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before May 6, 2002 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after May 6, 2002 (11 days before the sale) 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 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:

Jaime R. Aguilar
10011 San Miguel Avenue, #C
South Gate, CA 90280

Veronica M. Aguilar
10011 San Miguel Avenue, #C
South Gate, CA 90280

Jesus R. Aguilar
1901 North 33rd Place
Mount Vernon, WA 98273

Jane Doe Aguilar
1901 North 33rd Place
Mount Vernon, WA 98273

Jesus R. Aguilar
2414 Horizon Street
Mount Vernon, WA 98273

Jane Doe Aguilar
2414 Horizon Street
Mount Vernon, WA 98273

Benevest Services, Inc. and
Beneficial Washington, Inc.
2021 E. College Way, Suite 103
Mt. Vernon, WA 98273

Irwin Union Bank and Trust Company
500 Washington Street
Columbus, IN 47201

by both first class and certified mail on December 27, 2001, and January 4, 2002, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on January 3, 2002, 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.

Notice of Trustee's Sale



200202070070

Skagit County Auditor

2/7/2002 Page 3 of 5 11:38AM

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 occupant 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.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED this 6th day of February, 2002.

TRUSTEE:

HILLIS CLARK
MARTIN & PETERSON, P.S.

By


Joseph M. Ahern

500 Galland Building
1221 Second Avenue
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

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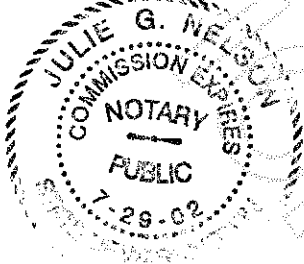
2/7/2002 Page 4 of 5 11:38AM

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Joseph M. Ahern, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service 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 was authorized to execute the said instrument.


SUBSCRIBED AND SWORN to before me this 6th day of February, 2002.



Julie G. Nelson
Name Julie G. Nelson
NOTARY PUBLIC in and for the State of
Washington residing at Lynnwood
My appointment expires 7-29-02

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Notice of Trustee's Sale


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Skagit County Auditor
2/7/2002 Page 5 of 5 11:38AM