



200202110131

Skagit County Auditor

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WHEN RECORDED RETURN TO:

SYBRANDY & WITT
Richard M. Sybrandy
P.O. Box 175
Mount Vernon, WA 98273

DOCUMENT TITLE: RESIGNATION & APPOINTMENT OF SUCCESSOR TRUSTEE

REFERENCE NUMBER OF RELATED DOCUMENT: 20011221001

GRANTOR(S): RICK HODGIN

GRANTEE: A-QUICK BAIL BOND SERVICE INC.

ABBREVIATED LEGAL DESCRIPTION: ptn S1/2 NE1/4, 8-35-6 E W.M. aka Lt 12 of Survey.

ASSESSOR'S TAX/PARCEL NUMBER(S): 350608-1-008-0013/P40831

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee will on the 13th day of May, 2002, at the hour of 10 o'clock a.m. outside the main entrance of the Skagit County Superior Court at 205 West Kincaid Street, 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:

That portion of the Northeast ¼ of Section 8, Township 35 North Range 6 East, W. M., described as follows:

Beginning at an existing iron pipe at the Northwest corner of said Northeast ¼, said pipe being North 88 degrees 35'26" West from the Northeast corner of said Section 8; thence South 1 degree 53'54" East along the West line of said Northeast ¼ for a distance of 1,949.08 feet; thence South 80 degrees 24'58" East for a distance of 1,058.90 feet to the true point of beginning; thence North 13 degrees 12'35" East for a distance of 605.75 feet; thence South 69 degrees 19'21" East for a distance of 91.33 feet; thence South 55 degrees 44'39" East for a distance of 55.26 feet; thence North 63 degrees 11'21" East for a distance of 296.14 feet to the Westerly margin of the C.C.C. Road, (also known as the Pipe line Road); thence South 24 degrees 41'43" West along said Westerly margin for a distance of 141.14 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 601.00 feet, through a central angle of 34 degrees 08'41", for an arc distance of 358.16 feet to a point of tangency in said Westerly margin; thence South 9 degrees 26'58" East along said Westerly margin for a distance of 256.17 feet to a

point which is South 80 degrees 24'58" East thence North 80 degrees 24'58" West for a distance of 478.27 feet to the true point of beginning. (Also known as Tract 12 of that certain Survey recorded January 18, 1977, under Auditor's File No. 849436.) Inc. m/h oakmaor 1986 48 x 28, #06910661v.

TOGETHER WITH easements for ingress, egress and utilities over and across strips of land delineated on the face of said Survey for such purposes.

Situate in the County of Skagit, State of Washington.

Which is subject to that certain Deed of Trust dated December 7, 2001, recorded December 21, 2001, under Auditor's File No. 20112210011 records of Skagit County, Washington, from Rick Dee Hodgins, as Grantor, to A-Quick Bail Bond Service, Inc., Beneficiary, to Paul Willard, Attorney at Law, as Trustee, to secure an obligation in favor of A-Quick Bail Bond Service, Inc., Beneficiary, the beneficial interest in which was assigned by a Promissory Note attached to and filed with the Deed of Trust described above.

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.

III.

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

a. Failure to pay upon demand the amount due and owing on the Promissory Note because the Grantor failed to appear at his scheduled court date which resulted in the forfeiture of the bail bond secured by the Deed of Trust

b. Failure to pay when due the following amount which is now in arrears:

\$475,500.00

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$475,500.00 together with interest as provided in the note or other instrument secured from the 1st day of June, 2000, 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 the 13th day of May, 2002. The defaults referred to in paragraph III must be cured by the 31st day of April, 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 the 31st day of April, 2002 (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 the 31st day of April, 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 Deed of Trust, and curing all other defaults.

VI.



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A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

31856 Carpenter Road
Lyman, Washington 98263

P.O. Box 494
Hamilton, WA 98255

By both first class and certified mail on the 11th day of January, 2002, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 12th day of January, 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 at any time prior to the sale.

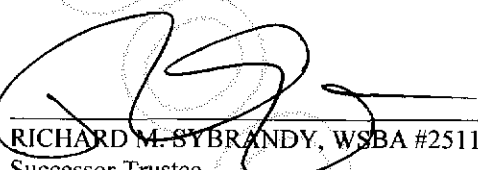
VIII.

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.

DATED this 4 day of February, 2002.



RICHARD M. SYBRANDY, WSBA #25114
Successor Trustee
404 South First Street, Suites 204-205
P.O. Box 175
Mount Vernon, WA 98273
(360) 336-5533



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