F

After Recording, Return to:
Becky Baker
Northwest Trustee Services, LLC
P.O. Box 4143
Bellevue, WA 98009-4143



File No. 7037.26006/Fortier, Joseph S.

Grantors:

Northwest Trustee Services, LLC

Chase Manhattan Mortgage Corporation

Grantee:

Fortier, Joseph S.

FIRST AMERICAN TITLE CO.

107746-2

Notice of Trustee's Sale
Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On June 7, 2002, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Skagit, State of Washington:

Tax Parcel ID No.: 350303-0-025-0004 P33746

Abbreviated Legal: Section 3, Township 35, Range 3; Portion of Government Lot 1, more particularly described on page 5 of this document.

Commonly known as: 6010 Worline Road

Bow, WA 98232

which is subject to that certain Deed of Trust dated 10/02/98, recorded on 10/07/98, under Auditor's File No. 9810070062, records of Skagit County, Washington, from Joseph S. Fortier, an unmarried individual as his/her separate estate, as Grantor, to First American Title Insurance, a California corporation, as Trustee, to secure an obligation in favor of First Union Mortgage Corporation, as Beneficiary, the beneficial interest in which was assigned by First Union Mortgage Corporation to Mellon Mortgage Company, under an Assignment/Successive Assignments recorded under Auditor's File No. 9905100020.

П.

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

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate by 02/26/02
A. Monthly Payments	\$4,362.35
B. Late Charges	\$163.80
C. Advances	\$9.00
D. Other Arrears	\$0.00
Total Arrearage \$4,535.1	<u>5</u>
E. Trustee's Expenses	
(Itemization)	
Trustee's Fee	\$675.00
Attorneys' Fees	\$0.00
Title Report	\$533.61
Process Service	\$100.00
Photocopies	\$20.00
Statutory Mailings	\$48.00
Recording Fees	\$30.00
Toll Calls	\$15.00
Publication	\$0.00
Inspection Fees	
Other	\$0.00
Total Costs <u>\$1,421.6</u>	
Total Amount Due:	\$5,956.76

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the
Default under any senior lien	property are paid current Deliver to Trustee written proof that all senior liens are paid current and that
•	no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and
	maintain property as required in Deed of Trust
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee



The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$96,611.22, together with interest as provided in the note or other instrument secured from 09/01/01, 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 June 7, 2002. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 05/27/02 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 05/27/02 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 05/27/02 (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 balance of 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Joseph S. Fortier 6010 Worline Road Bow, WA 98232 Jane Doe Fortier, spouse of Joseph S. Fortier 6010 Worline Road Bow, WA 98232

by both first class and either certified mail, return receipt requested, or registered mail on 12/31/01, proof of which is in the possession of the Trustee; and on 01/02/02 Grantor and Borrower were personally served with said written notice of default <u>or</u> the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and interest in the above-described property.

2 0 0 2 0 3 0 6 0 0 8 6 Skagit Gounty Auditor 3/6/2002 Page 3 of 5 11:41AM 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 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:	February	26.	2002
	I COLUMITY		2002

Northwest Trustee Services, LLC, Trustee

Authorized Signature
P.O. BOX 4143

Bellevue, WA 98009-4143 <u>Contact: Becky Baker</u> (425) 586-1900

STATE OF WASHINGTON)
) ss.
COLINITY OF KINIC	1

I certify that I know or have satisfactory evidence that Rebecca Book is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Associate Member / Assistant Vice President of Northwest Trustee Services, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

HEDA S. A. ACEVEDOU STATE OF WASHINGTON NOTARY ----- PUBLIC MY COMMISSION EXPIRES 11-17-03

NORTHWEST TRUSTEE SERVICES, LLC P.O. BOX 4143 BELLEVUE, WA 98009-4143 PHONE (425) 586-1900 FAX (425) 586-1997 NOTARY PUBLIC in and for the State of Washington, residing at My commission expires

5721279150
File No: 7037.26006

Client: Chase Manhattan Mortgage Corporation

Borrower: Fortier, Joseph S.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any informa



3/6/2002 Page 4 of 5 11:41AM

EXHIBIT "A"

The North 660 feet of that portion of Government Lot 1 in Section 3, Township 35 North, Range 3 East, W.M., lying Southerly of the North Samish River and Easterly of the following described line:

Beginning at the Southeast corner of those premises conveyed to Saraphine E. Trottier by Deed dated August 27,1904, filed August 31, 1904, under Auditor's File No. 49273, and recorded in Volume 57 of Deeds, page 615, at a point 1044.78 feet East of the Southwest corner of said Government Lot 1; thence run North 12 degrees East to the North Samish River and the terminal point of said line; EXCEPT road, dike and ditch rights of way, AND EXCEPT that portion conveyed to Skagit County for road purposes by Deed recorded December 7, 1904, in Volume 58 of Deeds, page 195.

ALSO that portion of Government Lot 1, Section 3, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the intersection of the North line of said Government Lot 1 and the West line of the Worline County Road; thence West 52 feet, more or less, to the Bow County Road; thence Southwesterly along the Bow County Road, 160 feet; thence Southeast perpendicular to Bow County Road, 40 feet, more or less, to the North Samish River; thence Northeast along the North Samish River to Worline County Road; thence North along Worline Road to the North line of said Government Lot 1 and the point of beginning; EXCEPT dike and ditch rights of way.

BK 1880 PG 0200

9810070062

