

RECORDING REQUESTED BY



200203140081

Skagit County Auditor

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AND WHEN RECORDED MAIL TO:

Specialized, Inc. of Washington  
c/o Mark Hodges & Associates, P.S.  
127 Bellevue Way SE  
Suite 100  
Bellevue, WA 98004

795206

FIRST AMERICAN TITLE CO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

65329

TS #: 01-W1470WA

Loan No.: 0800498149 APN: 350533-4-005-0200 R108827

Insurer #

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

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, Specialized, Inc. of Washington will on the 6/14/2002, at 10:00 AM at the main entrance to the Superior Courthouse 205 W. Kincaid St., Mt. Vernon, WA, will 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:

**ABBREVIATED LEGAL DESCRIPTION:**

SECTION 33, TOWNSHIP 35, RANGE 5; PTN.NW-SE AKA TRACT B, SHORT PLAT 96-067

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

Commonly known as:

26813 OLD DAY CREEK RD  
SEDRO WOOLLEY, WA 98284

which is subject to that certain Deed of Trust dated 1/19/1999, recorded 1/27/1999, under Auditor's File No. 9901270050 Book 1934 page 0358, records of Skagit County, Washington, from RODNEY P. FARRELL AND BARBARA A. FARRELL, HUSBAND AND WIFE., as Grantor(s), to FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of ACCUBANC MORTGAGE CORPORATION, A CORPORATION, as Beneficiary, the beneficial interest was assigned by ACCUBANC MORTGAGE CORPORATION, A CORPORATION to Bank One National Association f/k/a The First National Bank of Chicago, Trustee.

II. No action is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by said Deed of Trust/Mortgage.

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

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

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>RATE</u>	<u>LATE CHARGE</u>
10/1/2001	3/15/2002	6	10.625	\$249.40

**PROMISSORY NOTE INFORMATION**

Note Dated: 1/19/1999  
 Note Amount: \$107,950.00  
 Late Charge Amount: 49.88  
 Note Maturity Date: 2/1/2029  
 Interest Paid To: 9/1/2001  
 Next Due Date: 10/1/2001

**PAYMENT INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>RATE</u>	<u>INTEREST</u>	<u>AMOUNT</u>	<u>TOTAL</u>
10/1/2001	3/15/2002	6	10.625	\$6,138.75	\$997.56	\$5,985.36
	2					

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$106,776.84, together with interest as provided in the Note from the 10/1/2001, and such other costs and fees 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 said Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession, encumbrances on 6/14/2002. The defaults referred to in Paragraph III must be cured by 6/3/2002, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 6/3/2002 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated by the Grantor any time after the 6/3/2002 (11 days before the sale date) and before the sale, by the Grantor or his successor-in-interest by paying the principal and interest, 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 Grantor or the Grantor's successor-in-interest at the following address(es):

<u>NAME</u>	<u>ADDRESS</u>
RODNEY P. FARRELL AND BARBARA A. FARRELL, HUSBAND AND WIFE.	26813 OLD DAY CREEK RD SEDRO WOOLLEY, WA 98284

by both first class and certified mail on 10/1/2001, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor-in-interest was personally served on 10/02/2001, if applicable, 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 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.



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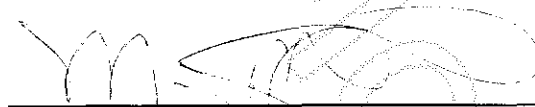
Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

**NOTICE TO OCCUPANTS OR TENANTS:**

The purchaser at the trustee's sale is entitled to possession of the property on the 20<sup>th</sup> 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 20<sup>th</sup> 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.

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

DATED: March 08, 2002



Mary McPheeters, Vice President  
Specialized, Inc. of Washington  
c/o Mark Hodges & Associates, P.S.  
127 Bellevue Way SE  
Suite 100  
Bellevue, WA 98004  
(800)688-8430

State of California ) ss.  
County of Santa Barbara )

On 3/8/2002, before me, JESSICA M. WEBER, a Notary Public in and for said County and State, personally appeared MARY MCPHEETERS personally known to me (or proved to me 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:   
JESSICA M. WEBER



Notary Public in and for the State of California, residing at Santa Barbara, California



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## EXHIBIT "A"

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT AND IS DESCRIBED AS FOLLOWS:

### PARCEL 1:

LOT "B", SKAGIT COUNTY SHORT PLAT NO. 96-067, APPROVED MAY 23, 1996 AND RECORDED MAY 28, 1996 IN VOLUME 12 OF SHORT PLATS, PAGE 104, UNDER AUDITOR'S FILE NO. 9605280006, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 1, SKAGIT COUNTY SHORT PLAT NO: 93-078, APPROVED JANUARY 13, 1994 AND RECORDED JANUARY 13, 1994, IN VOLUME 11 OF SHORT PLATS, PAGE 52, UNDER AUDITOR'S FILE NO. 9401130097, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF THE COUNTY ROAD AS IT EXISTED ON NOVEMBER 9, 1946.

### PARCEL 2:

AN EASEMENT FOR ACCESS AND UTILITIES OVER A 30 FOOT STRIP RUNNING EAST TO WEST ACROSS THE NORTH 30 FEET OF LOT "A" OF SAID SKAGIT COUNTY SHORT PLAT NO. 96-067, BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 33, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.



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