RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Quality Loan Service Corp. 319 Elm Street, 2nd Floor San Diego, CA 92101-3006 200203150184

200203150184 Skagit County Auditor

3/15/2002 Page 1 of 3

3:41PM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMERICAN TITLE CO.

TS#; F-27074-WA-DO

Loan No.: 011044770 APN: 3956-000-017-0306 (P67506)

## PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 6/7/2002, at 10:00 AM at THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE, 3RD AND KINCAID STREET, MOUNT 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:

TRACT 4 OF SHORT PLAT NO. MV-10-76, APPROVED JANUARY 23, 1976 AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 107, UNDER AUDITOR'S FILE NO. 829865, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF TRACTS 16 AND 17, "MONTE VISTA TERRACE ADDITION TO SKAGIT COUNTY WASHINGTON", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Commonly known as:

4922 Monte Vista Place Mount Vernon, WA 98273

which is subject to that certain Deed of Trust dated 9/3/1998, recorded 9/14/1998, under Auditor's File No. 9809140197, records of Skagit County, Washington, from David N. Leep and Linda J. Leep, husband and wife, as Grantor(s), to Kurt W. Devries, Esq., as Trustee, to secure an obligation in favor of Pinnfund, USA, a California Corporation, as Beneficiary, the beneficial interest was assigned by Pinnfund, USA, a California Corporation to Meritch Mortgage Services, Inc.

- 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: \$15,947.47 (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$151,017.57, together with interest as provided in the Note from the 9/1/2001, and such other costs and fees as are provided by statute.

- 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 6/7/2002. The defaults referred to in Paragraph III must be cured by 5/27/2002, (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 5/27/2002 (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 5/27/2002 (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):

NAME

David N. Leep and Linda J. Leep, husband and wife

**ADDRESS** 

4922 Monte Vista Place Mount Vernon, WA 98273

by both first class and certified mail on 2/1/2002, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor-in-interest was personally served on 2-1-02, 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. 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 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.

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

DATED: February 25, 2002

FIRST AMERICAN TITLE COMPANY, AS TRUSTEE DIANE ERICKSON ASSISTANT SECRETARY

Skagit County Auditor 3/15/2002 Page 2 of 3

2 of 3 3:41PM

State of CA )ss.
State of CA ) ss. County of Orchage )
On 2/25/2002, before me, Lizabeth BMIIs, a Notary Public in and for said County and State, personally appeared Diane Enckson 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: Dullett B. Macio ELIZABETH B. MILLS Comm. # 1326717 NOTARY PUBLIC-CALIFORNIA Orange County My Comm. Expires Oct. 25, 2005
Notary Public in and for the State of, residing at,



3/15/2002 Page

3:41PM