

After Recording, Return to:
David D. Lowell
Attorney at Law
P.O. Box 352
Sedro Woolley, Wa. 98284



200203210098

Skagit County Auditor

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File No. /Larry Berkley
Grantors: State Bank of Concrete
David D. Lowell
Grantee: Berkley, Larry
Reference: 9403310118

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

I.

On June 19, 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.: 350629-0-011-0007 P41987
350629-0-006-0004 P41980

Abbreviated Legal: PARCEL A: That portion of the Northwest 1/4 of The Northeast 1/4 of the Northwest 1/4 of Section 29, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northwest corner of that certain tract conveyed to Charlotte L. Pursche and Camille Jaquith by instrument dated April 18, 1968, recorded April 28, 1968, under Auditor's File No. 712893, said point being on the Easterly line of the County Road and 528.7 feet, more or less, North of the South line of said Northwest 1/4 of the Northeast 1/4 of the northwest 1/4: thence Easterly along the north line of said Pursche-Jaquith Tract, 140 feet to the Northeast corner thereof: Thence Northerly parallel with the East line of said County Road, 113.17 feet, more or less, to the South line of the County Road which runs along the north line of said

subdivision; thence west along the south line, 140 feet to its intersection with the Easterly line of the County Road along the West line of said subdivision: thence Southerly along said County Road, 114.31 feet, more or less, to the point of beginning.

Parcel B:

That portion of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 29, Township 35 North, range 6 East, W.M., described as follows:

Beginning at a point on the East line of the County Road, 328.7 feet North of the South line of said Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4: thence East 140 feet to the East line of said County Road: thence South along the East line of said County Road to the point of beginning.

Commonly known as: 31474 S. Skagit Hwy.
Sedro Woolley, WA. 98284

Which is subject to that certain Deed of Trust dated 3/29/94, recorded on 3/31/94 under Auditors File No. 9403310118, records of Skagit County, Washington, from Larry G. Berkley, a single man, as Grantor, to First American Title Company of Skagit County, as Trustee. On 2/05/02 a Substitution of Trustee, in place of First American Title Company, was given to David D. Lowell by Beneficiary, State Bank of Concrete to secure an obligation in favor of State Bank of Concrete, a California Corp.

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

III.

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

A. Monthly payments.....	\$9,210.00
B. Late charges.....	\$ 410.48
C. Advances.....	0000000
D. Other arrears.....	\$213,024.09



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Total Arrearage.....\$ 222,644.57

**E. Trustee's Expenses
(Itemization)**

Trustee fee.....	\$1,000.00
Attorney fee.....	\$ 2,000.00
Title report.....	\$ 455.99
Process Service.....	\$50.00
Photocopies.....	\$10.00
Statutory Mailings.....	\$100.00
Recording fees.....	\$120.00
Toll Calls.....	10.00
Publication.....	50.00
Inspection fees.....	0000000000
Other.....	0000000000
Total Costs.....	\$3,795.99

Total Amount Due.....\$226,439.56

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 against the property are paid current.

Default under any senior lien

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 First 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.



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IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$ 76,051.62 together with interest as provided in the note or other instrument secured from State Bank of Concrete, 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 with warranty, express or implied regarding title, possession, or encumbrances on June 19, 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 6/8/02(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 6/19/02(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 6/8/02 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor of 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 of Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Robert G. Berkely
%Northwest Properties
Brad Tacker
2204Riverside Dr.
Mount Vernon, WA.

Posted: Day Creek Store
31474 S. Skagit Hwy.
Sedro Woolley, Wa. 98284



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by both first class and either certified mail, return receipt requested, or registered mail on 3/19/02, proof of which is in the possession of the Trustee; and on 3/19/02 Grantor and Borrower were personally served with said written notice of default or 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.

David D. Lowell, Attorney at Law
802 Metcalf, P.O. Box 352
Sedro Woolley, WA. 98284

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.

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 First 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: 3/19/02

The Law Office of David D. Lowell, Trustee

By: Billie Seaton Ducote

Authorized Signature

P.O. Box 352

Sedro Woolley, WA. 98284

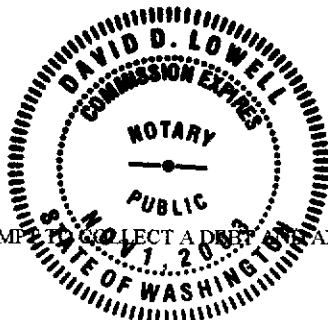
STATE OF WASHINGTON)

) s.s.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Billie Seaton Ducote 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 executed the instrument and acknowledged (he/she) as the Legal Assistant for David D. Lowell, Attorney at Law and for State Bank of Concrete to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/19/02



David D. Lowell
NOTARY PUBLIC in and for the State of
the State of Washington, residing at
Mt. Vernon, WA
My commission expires 11-1-03

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



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