

UNOFFICIAL COPY



200204300016
Skagit County Auditor

4/30/2002 Page 1 of 5 9:21AM

AFTER RECORDING RETURN TO:

BISHOP, LYNCH & WHITE, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
Ref: Biering, 230-9019.01

FIRST AMERICAN TITLE CO.

68779-2

Reference Number(s) of Documents assigned or released: 200106200108

Grantor: Bishop, Lynch & White, P.S.

Grantee: The Public/Don R. Biering and Delores Corey Biering, also shown of record as Delores Jean Corey-Biering, husband and wife

Assessor's Property Tax Parcel/Account Number(s): 4732-000-009-0000

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

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on August 2, 2002 at 10:00 a.m. inside the front entrance of the Skagit County Courthouse located at 2nd and Kincaid in the City of Mt. Vernon, State of Washington, sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit;

LOT 9, PLAT OF SPRING MEADOWS - DIV. 1, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 65 AND 66, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

(commonly known as 495 Spring Lane, Sedro Woolley, Washington 98284)

which is subject to that certain Deed of Trust dated June 18, 2001, recorded June 20, 2001, under Auditor's File No. 200106200108, records of Skagit County, Washington, from Don R. Biering and Delores Corey Biering, also shown of record as Delores Jean Corey-Biering, husband and wife, as Grantor, to Land Title Company, as Trustee, to secure an obligation in favor of Household Realty Corporation, a Delaware Corporation as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

Notice of Trustee's Sale (Continued)

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

i) Failure to pay the following amounts, now in arrears:

Monthly payments:

Delinquent Monthly Payments due from October 22, 2001 through April 22, 2002:

Total Delinquency \$10,083.36

Late Charges: Included in above figure

Accrued Late Charges owing:

LESS Suspense Balance, if any:

TOTAL \$10,083.36

ii) Default

Description of Action Required to Cure and Documentation Necessary to Show Cure

2001 General Taxes Delinquent

Evidence/Proof must be provided that the delinquency has been brought current.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$147,616.97, together with interest from September 22, 2001, as provided in the note or other instrument, 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 August 2, 2002. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, or other defaults must be cured by July 22, 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 July 22, 2002 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after July 22, 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



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Notice of Trustee's Sale (Continued)

to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

VI

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

See Exhibit " A" attached hereto and incorporated herein by this reference.

by both first class and certified mail on March 28, 2002, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on March 30, 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 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.

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



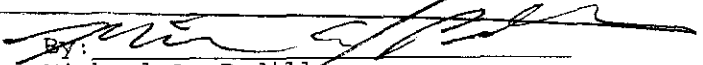
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Notice of Trustee's Sale (Continued)

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: April 24, 2002

Bishop, Lynch & White, P.S.,
Successor Trustee

By: 
Michael A. Padilla
Assistant Secretary
Address: BISHOP, LYNCH & WHITE, P.S.
720 Olive Way, #1301
Seattle, WA 98101-1801
Telephone: (206) 622-7527

State of Washington)
County of King) ss.

On this 24 day of April, 2002, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, Lynch & White, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.


Printed Name LEAH A. MANSON

NOTARY PUBLIC in and for the State
of Washington My Appt. Exp: 10/21/03



Biering, 230-9019.01
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EXHIBIT A

Donald R. Biering
495 Spring Lane
Sedro Woolley, Washington 98284

Delores C. Biering
495 Spring Lane
Sedro Woolley, Washington 98284

Occupants of the Premises
495 Spring Lane
Sedro Woolley, Washington 98284

Donald R. Biering
6508 64th Street NE Apt. B202 NE
Marysville, Washington 98270-4867

Delores C. Biering
6508 64th Street NE Apt. B202
Marysville, Washington 98270-4867

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