



200206280173

Skagit County Auditor

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

File No. 7021.22865/Phillips, R. Sherwin and Sandra A.

Grantors: Northwest Trustee Services, LLC
Countrywide Home Loans

Grantee: Phillips, R. Sherwin and Sandra A.

FIRST AMERICAN TITLE CO.

69253-2

Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On **October 4, 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.: 350921-3-003-006 (P44621)

That portion of the South half of the South half of the Northeast quarter of the Southwest quarter of Section 21, Township 35 North, Range 9 East of the Willamette Meridian, lying Southwesterly of the Southwesterly line of State Highway No. 20, as conveyed to the State of Washington by deed recorded under Auditor's File No. 556524, records of Skagit County, Washington; except that portion thereof lying Northwesterly of the "B" line county road connection centerline of SR 20 (PSH 16) also shown of record as secondary state highway 17-A, Faber Hill Vicinity, which county road connection centerline begins at Highway Engineer's Station 259 + 50 = B 0 + 00.

Commonly known as: 4884 Sauk Store Road
Concrete, WA 98237

which is subject to that certain Deed of Trust dated 05/20/96, recorded on 05/29/96, under Auditor's File No. 9605290074 and modified under Auditors File No. 9808170142, records of Skagit County, Washington, from R. Sherwin Phillips and Sandra A. Phillips, husband and wife, as Grantor, to Island Title Company of Skagit County, as Trustee, to secure an obligation in favor of Lynnwood Mortgage Corporation, a Washington corporation, as Beneficiary, the beneficial interest in which was assigned by Lynnwood Mortgage Corporation to Countrwide Home Loans, Inc., under an Assignment/Successive Assignments recorded under Auditor's File No. 9609090057.

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

	Amount due to reinstate by 06/27/02
A. Monthly Payments	\$4,396.75
B. Late Charges	\$219.80
C. Advances	\$0.00
D. Other Arrears	\$0.00
Total Arrearage	<u>\$4,616.55</u>
E. Trustee's Expenses (Itemization)	
Trustee's Fee	\$675.00
Attorneys' Fees	\$0.00
Title Report	\$619.85
Process Service	\$90.00
Statutory Mailings	\$60.00
Recording Fees	\$55.00
Publication	\$0.00
Other	\$0.00
Total Costs	<u>\$1,499.85</u>
Total Amount Due:	\$6,116.40

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 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 Deed of Trust

Waste

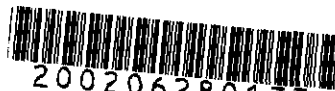
Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust

Unauthorized sale of property (Due on Sale)

Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$106,246.64, together with interest as provided in the note or other instrument secured from 01/01/02, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.



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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 October 4, 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 09/23/02 (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 09/23/02 (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 09/23/02 (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

R. Sherwin Phillips
4884 Sauk Store Road
Concrete, WA 98237

Sandra A. Phillips
4884 Sauk Store Road
Concrete, WA 98237

R. Sherwin Phillips
9769 Sauk Connection Road
Concrete, WA 98237

Sandra A. Phillips
9769 Sauk Connection Road
Concrete, WA 98237

by both first class and either certified mail, return receipt requested, or registered mail on 05/23/02, proof of which is in the possession of the Trustee; and on 05/26/02 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.

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.



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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 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: June 27, 2002

Northwest Trustee Services, LLC, Trustee

By

Vonnie Nave

Authorized Signature

P.O. BOX 4143

Bellevue, WA 98009-4143

Contact: Vonnie Nave

(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Vonnie Nave 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: 6/27/02

RHEA S. PRE
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 4-22-06

Rhea S. Pre

NOTARY PUBLIC in and for the State of
Washington, residing at Penit
My commission expires 4-22-06

NORTHWEST TRUSTEE SERVICES, LLC
P.O. BOX 4143
BELLEVUE, WA 98009-4143
PHONE (425) 586-1900
FAX (425) 586-1997

2442925
File No: 7021.22865
Client: Countrywide Home Loans, Inc.
Borrower: Phillips, R. Sherwin and Sandra A.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.



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