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RECORD AND RETURN TO: STANDARD TRUSTEE SERVICE COMPANY OF WASHINGTON 2600 STANWELL DRIVE, STE. 200 CONCORD, CA 94520



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1:51PM

FIRST AMERICAN TITLE CO.

NOTICE OF TRUSTEE'S SALE

697119

T.S. No: WNMC057481 AMM

Loan No: 8193251/472/Simon

Ι

NOTICE IS HEREBY GIVEN that Standard Trustee Service Company Washington as Trustee or Successor Trustee under the terms of the Trust Deed described below and at the direction of the Beneficiary, will at the time and place set forth below, sell at public auction to the highest and best bidder, payable at the time of sale, the real property with the assessor's Property Tax Parcel No. 45420000300009P95496, described as:

Lot 30, "Eastgate Addition Plat No. 5", as per Plat recorded in Volume 14 of Plats, Page 146 and 147, records of Skagit County, Washington

Said property commonly known as:

805 South 30th Street, Mount Vernon, WA 98274,

A. TIME AND PLACE OF SALE

TIME AND DATE:

10:00 A.M. 10/04/2002

PLACE:

The Kincaid St. Entry to the Skagit County Courthouse

, Mt. Vernon, Wa

B. PARTIES IN THE TRUST DEED:

TRUSTOR:

Phillip Simon and Heather A. Simon, husband and wife

TRUSTEE:

First American Title

BENEFICIARY:

Wells Fargo Home Mortgage, Inc.

C. TRUST DEED INFORMATION:

DATED:

05/30/2000

RECORDING DATE:

05/31/2000

RECORDING NO.:

#200005310047 BK; PG:

RERECORDED:

RECORDING PLACE:

Official Records of the County of Skagit

 \mathbf{II}

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor is now pending to seek satisfaction of the obligation in any court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

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

A. Monthly Payments:

Monthly installments in arrears from 02/01/2002 through 07/02/2002,

\$9,636.12

B. <u>Late Charges:</u>

\$320.85

C. Other Arrears

\$491.21

TOTAL AMOUNT CURRENTLY IN ARREARS & DELINQUENT =

\$10,448.18

D. Default(s) other than payment of money:

IV

The sum owing on the obligation secured by the Deed of Trust is:

PRINCIPAL BALANCE \$163,025.89

together with interest as provided in the Note or other instrument secured from 01/01/2002 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 as set forth above. The default(s) referred to in paragraph III, together with any subsequent montly payments, late charges, advances, and costs and fees hereafter due, must be cured by the FINAL REINSTATEMENT DATE set forth below which is eleven (11) days before the sale, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time after the FINAL REINSTATEMENT DATE (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 to the terms of the obligation and/or Deed of Trust, plus the Trustee's fees and costs including the Trustee's reasonable attorney's fees, and curing all other defaults.

FINAL REINSTATEMENT DATE: 09/23/2002

VI

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor or their successor in interest at the following addresses:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

By both first class and certified mail as set forth below, proof of which is in the possession of the Trustee; and the Borrower and Grantor or their successor in interest were personally served 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, as set forth below, and the Trustee has possession of proof of such service or posting.

Date of mailing Notice of Default: Date of posting real property:

05/24/2002 05/25/2002

200207030071 Skagit County Auditor

Skagit County Auditor

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VΠ

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.

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.

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 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. For sale information call (925) 603-7342.

DATED: 07/01/2002

STANDARD TRUSTEE SERVICE COMPANY WASHINGTON

Successor Trustee

Address for Service:

2600 Stanwell Dr., Ste 200

c/o Shamrock Legal Support

Concord, Ca 94520 (925)603-1000

720 Third Avenue

Seattle, Wa 98104

By:

Assistant Secretary

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

SS

On the date below, before me personally appeared Amy Rigsby to me known to be the Assistant Secretary of Standard Trustee Service Company Washington, who executed the within and foregoing instrument, for the uses and purposed therein mentioned, and on oath stated that he/she was authorized to execute said instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on 07/01/2002.

> Notary Public in and for the State of CALIFORNIA, Residing at CONCORD My commission Expires 4/16/2006





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EXHIBIT A

Phillip Simon 805 South 30th Street Mount Vernon, WA 98274

Heather A. Simon 805 South 30th Street Mount Vernon, WA 98274

Occupants of the Premises 805 South 30th Street Mount Vernon, WA 98274

"2"0"0"2"07030077 Skagit County Auditor