



200207220194

Skagit County Auditor

7/22/2002 Page 1 of 5 3:36PM

Filed for Record at Request of, and

AFTER RECORDING MAIL TO:

Thomas F. Peterson
Betts, Patterson & Mines, P.S.
One Convention Place
701 Pike St., Suite 1400
Seattle, WA 98101-3927

LAND TITLE COMPANY OF SKAGIT COUNTY

M-13324

Grantor: Betts, Patterson & Mines, P.S. (as Trustee)
Grantee: Alan Hovenden, Geraldine Hovenden, Stephen A. Crandall,
and Holly K. Crandall; and the Public
Abbr. Property Descr.: Lots 3 and 4 of SP 97-0043 in 29-33-4 E W.M.
(complete legal on pp. 1-2)
Reference No.: 9703050031
Assessor's Tax Parcel No.: 330429-1-003-0413 R17445

Pursuant to RCW 61.24.040(1)(f) and .040(9)

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on October 25, 2002, at the hour of 10:00 a.m., at the Skagit County Courthouse, 205 W. Kincaid Street, in the city of Mount Vernon, State of Washington, 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:

Tax Parcel Number: 330429-1-003-0413 R17445

PARCEL A:

That portion of the South Half of the Northeast Quarter of Section 29, Township 33 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Southeast corner of said subdivision; thence North 88°27'51" West along the South line thereof a distance of 219.46 feet to the true point of beginning; thence continue North 88°27'51" West a distance of 677.94 feet;

thence North 01°32'09" East, perpendicular to the South line of said subdivision a distance of 1,295.61 feet to a point on the North line of said subdivision;

thence South 88°24'05" East a distance of 677.95 feet to a point which bears North 01°32'09" East from the true point of beginning;

thence South 01°32'09" West a distance of 1,294.87 feet to the true point of beginning;

EXCEPT any portion thereof lying Northerly of the year round stream which flows East to West through said subdivision.

PARCEL B:

An easement for ingress, egress, and utilities over, under, and across the following described parcels:

The West 60 feet of the Northeast Quarter of the Southeast Quarter of Section 29, Township 33 North, Range 4 East of the Willamette Meridian;

AND the South 60 feet of the Southeast Quarter of the Northeast Quarter of Section 29, Township 33 North, Range 4 East of the Willamette Meridian;

EXCEPT the East 200 feet thereof;

which is subject to that certain Deed of Trust dated March 4, 1997, recorded March 5, 1997, under Auditor's/Recorder's File No. 9703050031, records of Skagit County, Washington, from Alan Hovenden and Geraldine Hovenden, husband and wife, and Stephen A. Crandall and Holly K. Crandall, husband and wife, as Grantors, to Kirsten Seward, a married woman as her separate estate, to secure an obligation in favor of Kirsten Seward, as Beneficiary, the beneficial interest in which was assigned to Kirk R. Wilson and Paula G. Wilson, husband and wife, under an Assignment recorded under Auditor's File No. 200205100126.

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



200207220194
Skagit County Auditor

III.

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

Failure to pay the principal amount of indebtedness and accrued unpaid interest when due from March 22, 2002 forward. Pursuant to the terms of the promissory note, this failure to make the monthly payments results in acceleration of the note so that the entire principal balance plus accrued interest and late charges are now due and owing. The principal balance of \$135,404.67 plus accrued interest of \$7,946.21 through July 19, 2002, and a late fee of \$6,770.23, are now due, in the total amount of \$150,121.11. Grantor may cure up to 11 days prior to the sale and reinstate the loan as more fully set forth in the Notice of Foreclosure.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$135,404.67, together with interest as provided in the note or other instrument secured from March 4, 1997, 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 October 25, 2002. The default(s) referred to in paragraph III must be cured by October 14, 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 October 14, 2002 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after October 14, 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 to the terms of the obligation and/or Deed of Trust, and curing all other defaults.



200207220194
Skagit County Auditor

7/22/2002 Page 3 of 5 3:36PM

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

<u>Name</u>	<u>Address</u>
Alan Hovenden	18219 Colony Road
Geraldine Hovenden	Bow, Washington 98232
Stephen A. Crandall	10093 S. Mount View Drive
Holly K. Crandall	Sandy, UT 84070

by both first class and certified mail on June 4, 2002, proof of which is in the possession of the Trustee; and the Borrowers and Grantors, Alan and Geraldine Hovenden, were personally served on June 17, 2002 with the written notice of default, and the Borrowers and Grantors, Stephen and Holly Crandall, were personally served on June 6, 2002 with the written notice of default, and the Trustee has possession of proof of such service.

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 Grantors and all those who hold by, through or under the Grantors of all their interest in the above-described property.

IX.

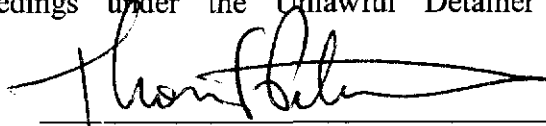
Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

200207220194
Skagit County Auditor
7/22/2002 Page 4 of 5 3:36PM

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: July 19, 2002.



Thomas F. Peterson
Betts, Patterson & Mines, P.S.
One Convention Place
701 Pike Street, Suite 1400
Seattle, Washington 98101-3927

IN WITNESS WHEREOF, the parties hereto have caused this Notice of Trustee's Sale to be executed on the day and year first above written.

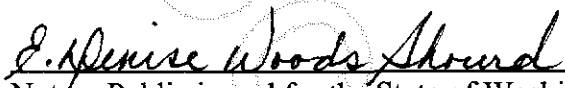
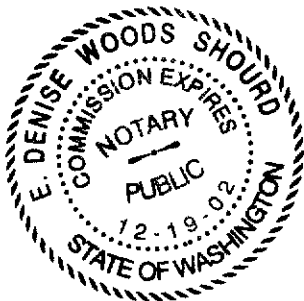
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I, Denise Woods, Notary Public in and for the State of Washington, residing at Issaquah, WA, do hereby certify that on this 19th day of July, 2002, personally appeared before me Thomas F. Peterson, to me known to be the individual described in and who executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

Given Under My Hand and Official Seal this 19th day of July, 2002.



Notary Public in and for the State of Washington

Printed Name: E. DENISE WOODS SHOURD

My appointment expires: 12-19-02



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Skagit County Auditor

7/22/2002 Page 5 of 5 3:36PM