RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Specialized, Inc. of Washington c/o Mark Hodges & Associates, P.S. 127 Bellevue Way SE Suite 100 Bellevue, WA 98004 200208160045 Skagit County Auditor 8/16/2002 Page 1 of 4 11:24AM

FIRST AMERICAN TITLE CO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

64025 TS #: 01-W1232WA

669728

Loan No.: 0431266576 APN: 350517-4-003-0004 R39272

Insurer #

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, SPECIALIZED, INC. OF WASHINGTON will on 11/15/2002, at 10:00 AM At the main entrance to the Superior Courthouse 205 W. Kincaid St., Mt. Vernon, WA

, will 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:

SECTION: 17 TOWNSHIP: 35 NORTH RANGE: N 1/2 OF NW 1/4 OF SE 1/4 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Commonly known as:

8754 PEAVEY ROAD SEDRO WOOLLEY, WA 98284

which is subject to that certain Deed of Trust dated 3/10/99, recorded 3/17/99, under Auditor's File No. 9903170080 Book 1960 page 0002, records of Skagit County, Washington, from TRAVIS R. MARTINEZ AND MARLA L. MARTINEZ, HUSBAND AND WIFE, as Grantor(s), to T.D. SERVICE COMPANY, WASHINGTON, as Trustee, to secure an obligation in favor of WESTERN SUNRISE AKA CROSSLAND MORTGAGE CORP., as Beneficiary, the beneficial interest was assigned by WESTERN SUNRISE AKA CROSSLAND MORTGAGE CORP. to Bankers Trust Company, as Trustee

- II. No action is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by said Deed of Trust/Mortgage.
- III. The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears:

LATE CHARGE INFORMATION

FROM 11/1/2000 8

THRU 8/16/2002 NO. PMT

7.875

<u>LATE CHARGE</u> \$1,515.36

PROMISSORY NOTE INFORMATION

Note Dated:

3/10/99

Note Amount:

\$190,000.00

Late Charge Amount:

68.88

Note Maturity Date:

4/1/2029

Interest Paid To:

10/1/2000

Next Due Date:

11/1/2000

PAYMENT INFORMATION

FROM 11/1/2000 THRU

NO.PMT

<u>INTEREST</u>

<u>AMOUNT</u>

TOTAL

8/16/02

7.875

\$27.719.09

\$1,377.64

\$30,308.08

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$187,510,23, together with interest as provided in the Note from the 11/1/2000, and such other costs and fees 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 said Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession, encumbrances on 11/15/2002. The defaults referred to in Paragraph III must be cured by 11/4/2002, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 11/4/2002 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated by the Grantor any time after the 11/4/2002 (11 days before the sale date) and before the sale, by the Grantor or his successor-in-interest by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.
- A written Notice of Default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor-in-interest at the following address(es):

NAME

ADDRESS

TRAVIS R. MARTINEZ AND MARLA L.

8754 PEAVEY ROAD

MARTINEZ, HUSBAND AND WIFE

SEDRO WOOLLEY, WA 98284

TRAVIS R. MARTINEZ AND MARLA L. MARTINEZ, HUSBAND AND WIFE

SAME AS ABOVE

by both first class and certified mail on 7/10/2002, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor-in-interest was personally served on 7/10/2002, if applicable, 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.
- 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 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.



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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.

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

DATED: August 12, 2002

APRIL POPIL, ASST. VICE PRESIDENT

Specialized, Inc. of Washington

c/o Mark/Hodges & Associates, P.S.

127 Bellevue Way SE

Suite 100

Bellevue, WA 98004

(800)688-8430

State of California) ss. County of Santa Barbara)

On 8/12/2002, before me, JESSICA M. WEBER, a Notary Public in and for said County and State, personally appeared APRIL POHL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

JESSICA M. WEBER

JESSICA M. WEBER
Comm. # 1326965
NOTARY PUBLIC - CALIFORNIA
Santa Barbars County
My Comm Expires Oct. 26 2005

Notary Public in and for the State of California, residing at Santa Barbara, California

200208160045 Skagit County Auditor 8/16/2002 Page 3 of 4 11:24AM THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., EXCEPT ALL EXISTING ROADS AND RIGHTS OF WAY FOR ROADS.

ALSO THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION ALONG THE EXISTING ROADWAY.

ALSO THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE WEST 30 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, LYING NORTH OF THE STATE HIGHWAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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