

WHEN RECORDED RETURN TO:  
ROBBEN BLAUERT RAHLFS & ROHRBACK  
150 NICKERSON ST. #201  
SEATTLE, WA 98109



200209040071  
Skagit County Auditor

9/4/2002 Page 1 of 4 2:53PM

REFERENCE: 9510040050  
GRANTOR: BRIAN R. McCORD  
GRANTEE: CLEORA L. TUBBS  
TAX ID#: 350808 0 006 0106  
LEGAL DESCRIPTION: TR. A OF AM SP 517-80 IN 7 & 8-35-8 EWM

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.24 et.seq.

TO: BRIAN R. McCORD and any one holding interest in real property  
by or through Brian R. McCord

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on  
the 6th day of December, 2002, at the hour of 10:00 o'clock a.m. at  
front steps/main foyer of the Skagit County Courthouse at 205 West  
Kincaid St., 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 property, situated in the  
County of Skagit, State of Washington, to wit:

See attached Schedule A-1.

which is subject to that certain Deed of Trust dated 10/2/95,  
recorded 10/4/95, under Auditor's/Recorder's File No. 9510040050  
records of Skagit County, Washington from Brian R. McCord, as  
Grantor to Stewart Title Guaranty Company, as Trustee to secure an  
obligation in favor of Cleora L. Tubbs, as her separate estate,  
Beneficiary.

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.

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:

The monthly payments of \$300 from 10/2/96 to 8/2/02 totaling \$17,400.00.

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured.

The payment of yearly taxes on the property from 1996 through the first 1/2 of 2002 totaling \$1893.65 plus interest and penalties.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$18,248.34, together with interest as provided in the Note or other instrument secured from the 2nd day of September, 1996, 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 the 6th day of December, 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 the 25th day of November, 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 the 25th day of November, 2002 (11 days before the sale) 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 the 25th day of November, 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.



VI

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

|                 |   |
|-----------------|---|
| Name:           | Address:                                  |
| Brian R. McCord | 5017 103rd Pl NE, Marysville<br>WA, 98270 |

by both first class and certified mail on the 26th day of July, 2002, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served (NA) 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 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.



