

After Recording Return To:
Jack R. Wallace, Attorney
P.O. Box 372
Burlington, WA 98233



200209160144

Skagit County Auditor

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FIRST AMERICAN TITLE CO.

ACCOMMODATION RECORDING ONLY

NOTICE OF TRUSTEE'S SALE

Grantor: Rory Butler and Amy Butler, husband and wife
Grantee: Katherine Curry, a married woman as her separate estate
Legal Description: Sec 21, T 34, R4; Ptn. SE 1/4 - SE 1/4, aka
Tracts 2 and 4, MV Short Plat No. 2-97
Assessor's Tax Parcel ID#: 340421-4-018-0400 (P116304)
340421-4-018-0003 (P27490)

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 20th day of December, 2002, at the hour of 10:00 a.m. at the main entrance lobby of the Skagit County Courthouse, 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:

Lots 2 and 4 of Mount Vernon Short Plat No. 2-97, approved January 28, 1998, recorded January 29, 1998, in Volume 13 of Short Plats, page 91, under Auditor's File No. 9801290010, records of Skagit County, Washington, and being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

Commonly known as 808 Digby Road, Mount Vernon, WA

which is subject to that certain Deed of Trust dated May 5, 1999, recorded May 13, 1999, under Auditor's File No. 9905130086, records of SKAGIT County, Washington, from RORY BUTLER and AMY BUTLER, husband and wife, as Grantors, to Land Title Company of

Notice of Trustee's Sale 1

Skagit County, as Trustee, which Trustee has resigned and Jack R. Wallace, attorney, has been appointed as successor Trustee under that certain Resignation and Appointment of Successor Trustee recorded under Skagit County Auditor's File No. 200208290009 to secure an obligation in favor of KATHERINE CURRY, a married woman as her separate property, as 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 Grantor's default on the obligation secured by the Deed of Trust.

III

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

- A. To keep the property in good condition and repair; to permit not waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
- B. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- C. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor
- D. Failure to pay when due the following amounts which are now in arrears:

Delinquent Payments:

May 13, 2002, to

September 13, 2002 (\$1,194.86 per
month, principal and interest)

\$5,974.30*



*together with payments becoming due after September 13, 2002.

**Plus delinquent real estate
taxes as of 4/30/2002**

Lot 2 Tax Acct #340421-4-018-0400	\$ 647.42
Lot 4 Tax Acct #340421-4-018-0003	\$1,594.28

E. Your default has necessitated the Trustee incurring the following charged costs and fees that you will be obligated to pay to reinstate your loan, together with any after acquired costs incurred prior to the NOTICE OF TRUSTEE'S SALE:

Cost of:

Trustee's Fee	\$ 750.00
Title Report	\$ 645.72
Recording Fees	\$ 10.00
Service/Posting of Notices	\$ 22.00
Postage/Copying	\$ <u>7.88</u>
	\$1,435.60

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal approximately **\$149,464.08**, including interest, 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 December 20, 2002.** The default(s) referred to in paragraph III must be cured by the 9th day of December, 2002, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 9th day of December, 2002, the default(s) as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 9th day of December, 2002, and before the sale by the Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured

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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 Grantors at the following address:

Rory Butler and Amy Butler
808 Digby Road
Mount Vernon, WA 98273

by both first class and certified mail on June 1, 2002, proof of which is in the possession of the Trustee; and 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 posting.

VII

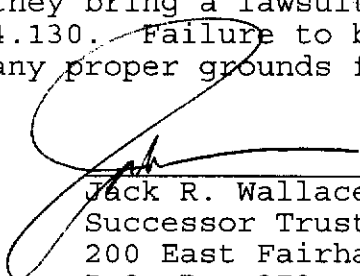
The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII

The effect of the sale will be to deprive the 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 waiver of any proper grounds for invalidating the Trustee's sale.



Jack R. Wallace WSBA 15439
Successor Trustee
200 East Fairhaven Avenue
P.O. Box 372
Burlington, WA 98233
360/757-6153



STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **JACK R. WALLACE** is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September 13, 2002.

Barbara A. Schildt

NOTARY PUBLIC
BARBARA A. SCHILDT

(Print or Type Name of Notary)
My Appointment Expires 9/16/2002

