AFTER RECORDING RETURN TO: Law Offices of Karen L. Gibbon, P.S. 6317 Phinney Avenue North Seattle, WA 98103



NOTICE OF TRUSTEE'S SALEIRST AMERICAN TITLE CO.

70729

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

TO:

Steve Robar

Brandy Applehans

Kathleen Robar

John Doe Applehans

Occupants

Curtis J. Austin

Midget A. Austin

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NOTICE IS HEREBY GIVEN that the undersigned Trustee, Karen L. Gibbon, P.S., will on January 24th, 2003, at the hour of 10:00 AM, at The main entrance of the Skagit County Courthouse, 205 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:

THE WEST 475.25 FEET OF GOVERNMENT LOT 4 IN SECTION 7 AND THE WEST 475.25 FEET OF THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 18, LYING NORTHERLY OF THE NEW STATE HIGHWAY, ALL IN TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., EXCEPT ROAD. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. (TAX PARCEL NOS. 350607-0-007-0009, 350607-0-007-0108, 350618-0-004-0009)

(commonly known as 30081 State Route 20, Sedro Woolley, WA 98284), which is subject to that certain Deed of Trust, dated October 16, 2000, recorded October 19, 2000, under Auditor's File No. 200010190023 and re-recorded as Auditor's File No. 200011070091 records of Skagit County, Washington, from Steve Robar and Brandy Applehans, and Kathleen Robar (non-obligor spouse/owner), as Grantors, to Land Title Company, as Trustee, to secure an obligation in favor of The CIT Group Consumer Finance, Inc., as Beneficiary, the beneficial interest in which has been assigned to Altegra Credit Company nka National City Home Loan Services, Inc., under Skagit County Auditor's File No. 200204180006.

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.

Ш.

The Default for which this foreclosure is made is as follows: Failure to pay when due the following amounts which are now in arrears:

Monthly payments:

6 monthly payments(s) at \$1,141.73, (May 19, 2002 – October 19, 2002):

\$6,850,38

Late charges:

1 late charge at \$57.09 for each monthly payment not made within 15 days of its due date:

\$57.09

Accrued late charges Less suspense or rents received: 512.11

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$7,419.58

Default other than failure to make monthly payments:

Delinquent general taxes for 2001 and 2002 in the amounts of \$32.08 and \$32.36 for tax parcel no. 350607-0-007-0108, \$130.55 and \$89.05 for tax parcel no. 350618-0-004-0009, \$968.98 and \$936.54 for tax parcel no. 350607-0-007-0009, plus interest and penalties.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$134,684.29, together with interest as provided in the note or other instrument secured from April 19, 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 said Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on January 24th, 2003. The defaults referred to in paragraph III must be cured by January 13th, 2003 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before January 13th, 2003 (11 days before the sale) 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 January 13th, 2003 (11 days before the sale date), and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance 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, and curing all other defaults.

VI

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

Steve Robar Brandy Applehans Kathleen Robar John Doe Applehans All At.

30081 State Route 20

Sedro Woolley, WA 98284

And at:

P.O. Box 242

Lyman, WA 98263

And at:

12413 Timber Lane

Sedro Woolley, WA 98284

by both first class and certified mail on September 19, 2002, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 21, 2002, with said written Notice of Default and/or the Notice of Default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has in his possession proof of such service or posting.

VII.

The Trustee whose name and address is set forth below will provide in writing, to any person 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 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 R.C.W. 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.

This notice is an attempt to collect a debt, and any information obtained will be used for that purpose.

DATED: October 21, 2002.

KAREN L. GIBBON, P.S., Successor Trustee

STATE OF WASHINGTON

) ss

COUNTY OF KING

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KAREN L. GIBBON, to me known to be the President of the corporation that executed the foregoing NOTICE OF TRUSTEE'S SALE, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that she is authorized to execute the said instrument.

Given under my hand and official seal on October 21, 2002.

Karen L. Linde

Notary Public in and for the

State of Washington, residing at: Seattle My commission expires: January 19, 2005

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