

After Recording, Return to:
Becky Baker
Northwest Trustee Services, LLC
P.O. Box 4143
Bellevue, WA 98009-4143



200210220075
Skagit County Auditor

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File No. 7037.27708/Lowery, Benjamin J. and Barbara A.
Grantors: Northwest Trustee Services, LLC
Chase Manhattan Mortgage Corporation
Grantee: Lowery, Benjamin J. and Barbara A.

FIRST AMERICAN TITLE CO.

70688-2

Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On **January 24, 2003**, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Skagit, State of Washington:

Tax Parcel ID No.: 340335-0-002--0004 P23144

Abbreviated Legal: Section 35, Township 34, Range 3; Ptn. Gov. Lot 1, more particularly described on page 5 of this document

Commonly known as: 1777-B Kamb Road nka 17757 Kamb Road
Mount Vernon, WA 98273-8127

which is subject to that certain Deed of Trust dated 05/21/98, recorded on 06/03/98, under Auditor's File No. 9806030068, records of Skagit County, Washington, from Benjamin J. Lowery and Barbara A. Lowery, husband and wife, as Grantor, to First American Title Insurance Company, as Trustee, to secure an obligation in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, the beneficial interest in which was assigned by Eagle Home Mortgage, Inc. to Chase Manhattan Mortgage Corporation, under an Assignment/Successive Assignments recorded under Auditor's File No. 9807080107.

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

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate by 10/14/02
A. Monthly Payments	\$7,222.86
B. Late Charges	\$335.36
C. Advances	\$0.00
D. Other Arrears	(\$852.58)
Total Arrearage	<u>\$6,705.64</u>
E. Trustee's Expenses (Itemization)	
Trustee's Fee	\$675.00
Attorneys' Fees	\$0.00
Title Report	\$606.91
Process Service	\$100.00
Statutory Mailings	\$54.00
Recording Fees	\$30.00
Publication	\$0.00
Other	\$0.00
Total Costs	<u>\$1,465.91</u>
Total Amount Due:	\$8,171.55

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

ACTION NECESSARY TO CURE

Nonpayment of Taxes/Assessments

Deliver to Trustee written proof that all taxes and assessments against the property are paid current

Default under any senior lien

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist

Failure to insure property against hazard

Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust

Waste

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust

Unauthorized sale of property (Due on Sale)

Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$123,661.63, together with interest as provided in the note or other instrument secured from 04/01/02, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.



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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 January 24, 2003. 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 01/13/03 (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 the close of the Trustee's business on 01/13/03 (11 days before the sale date), 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 01/13/03 (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 balance of 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.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

Benjamin J. Lowery
1777-B Kamb Road
Mount Vernon, WA 98273-8127

Barbara A. Lowery
1777-B Kamb Road
Mount Vernon, WA 98273-8127

Benjamin J. Lowery
17757 Kamb Road
Mount Vernon, WA 98273-8127

Barbara A. Lowery
17757 Kamb Road
Mount Vernon, WA 98273-8127

by both first class and either certified mail, return receipt requested, or registered mail on 09/10/02, proof of which is in the possession of the Trustee; and on 09/12/02 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and interest in the above-described property.



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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.

DATED: October 14, 2002

Northwest Trustee Services, LLC, Trustee

By Rebecca Baker
Authorized Signature
P.O. BOX 4143
Bellevue, WA 98009-4143
Contact: Becky Baker
(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Rebecca Baker is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Associate Member / Assistant Vice President of Northwest Trustee Services, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/14/02

HEDA S. A. ACEVEDOU
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 11-17-03

Heda S. Acevedou
NOTARY PUBLIC in and for the State of
Washington, residing at Salem
My commission expires 11-17-03

NORTHWEST TRUSTEE SERVICES, LLC
P.O. BOX 4143
BELLEVUE, WA 98009-4143
PHONE (425) 586-1900
FAX (425) 586-1997

1513593042
File No: 7037.27708
Client: Chase Manhattan Mortgage Corporation
Borrower: Lowery, Benjamin J. and Barbara A.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

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



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UNNOTICED
PARCEL "A"

That portion of Government Lot 1 of Section 35, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point on the North line of said Government Lot 1, 247.5 feet East of the Northwest corner thereof; thence 247.5 feet, more or less, to the Northwest corner of a tract conveyed to Frank Jungquist by deed dated February 10, 1906 and recorded February 24, 1906 under Auditor's File No. 55797 in Volume 59 of Deeds, page 550; thence South 5 degrees 15' West along the West line of said Jungquist Tract to a point that is South 68 degrees 24' East 373 feet from a point on the West line of said lot that is 853 feet North of the Southwest corner of said Lot 1; thence North 68 degrees 24' West 181.5 feet, more or less, to the Southeast corner of that certain tract conveyed to Harry W. Heyne by deed recorded December 8, 1947 under Auditor's File No. 411975 in Volume 222 of Deeds, page 510; thence Northeasterly along the East line of said Heyne Tract to the Point of Beginning; EXCEPT that portion thereof lying Southerly of the following described line:

Beginning at the Southwest corner of the above described tract; thence Northerly along the West line thereof a distance of 422 feet, more or less, to the Southerly line of an existing lane or roadway as referred to in deed to Oscar Johnson et ux dated September 7, 1962 and recorded September 11, 1962 under Auditor's File No. 626077 and the TRUE POINT OF BEGINNING of said line; thence Southeasterly along said Southerly line of said existing lane or roadway to the Westerly line of the above referred to Jungquist Tract and terminal point of said line.

PARCEL "B"

A non-exclusive easement for ingress, egress and utilities over and across a 20 foot strip of land in Government Lot 1 of Section 35, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of that certain tract conveyed to Harry Heyne et ux by deed recorded December 8, 1947 under Auditor's File No. 411975 in Volume 222 of Deeds, page 510, said point being approximately South 68 degrees 24' East a distance of 191.5 feet from a point that is 853 feet North of the Southwest corner of said Government Lot 1; thence Northerly along the East line of said Heyne tract a distance of 422 feet, more or less, to the Southerly line of an existing lane or roadway and TRUE POINT OF BEGINNING; thence Westerly along the South line of said road to the East line of the Kamb Road along the West line of Government Lot 1; thence Northerly along said East line to a point 20 feet North of the South line of said road; thence Easterly parallel to and 20 feet Northerly of said South line to the East line of said Heyne Tract; thence South along said East line to the TRUE POINT OF BEGINNING.



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