



200210230095

Skagit County Auditor

10/23/2002 Page 1 of 3 11:46AM

After recording, return to  
LUDWIGSON, THOMPSON, HAYES & BELL  
Bellingham Towers, Suite 170  
119 No. Commercial, P.O. Box 399  
Bellingham, WA. 98227 (360) 734-2000

PIC 3201  
LAND TITLE COMPANY OF SKAGIT COUNTY**NOTICE OF TRUSTEE'S SALE**

TO: LARRY K. GEISEL & RHODA J. GEISEL  
PMB 408 1004 Commercial Avenue  
Anacortes, WA 98221-4117

**I.**

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee John S. Ludwigson will on the 14th day of February, 2003, at the hour of 10:00 a.m., outside the main entrance of the Skagit County Courthouse, 205 W. Kincaid Street, Mt. Vernon, Skagit County, 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:

Lot 3, "Plat of Marine Heights", as per plat recorded in Volume 16 of Plats, pages 173 through 175, inclusive, records of Skagit County, Washington.

PARCEL NO. 4695-000-003-0000

commonly known as 4405 Marine Heights Way, Anacortes, WA 98221, which is subject to that certain Deed of Trust dated January 24, 2001, recorded February 2, 2001 under Skagit County Auditor's File No. 200102020106, of the official records of Skagit County, Washington, with LARRY K. GEISEL and RHODA J. GEISEL, husband and wife, as Grantors, to Westward Financial Services, as Trustee, to secure an obligation in favor of HORIZON BANK, as Beneficiary. John S. Ludwigson has been appointed as Successor Trustee.

**II.**

No action commenced by the Beneficiary of the Deed of Trust successor 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 for which this foreclosure is made is failure to pay when due the following amounts which are now in arrears:

**MONTHLY PAYMENTS:**

Five (5) delinquent monthly payments of  
\$3,368.60 each, due 6/1/02, 7/1/02, 8/1/02,  
9/1/02 and 10/1/02 ----- \$ 16,843.00  
Five (5) late fees of \$168.43 each ----- \$ 842.15

TOTAL \$ 17,685.15

In addition, any delinquent taxes plus penalties and interest must be paid, proof of payment by receipt from the Skagit County Treasurer's office to be provided to the Trustee.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$493,746.45 plus interest as provided in the Note or other instrument secured, and such other costs and fees.

V.

The above described 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 February 14, 2003. The default referred to in Paragraph III must be cured by February 3, 2003, (11 days before the sale) to cause a discontinuance of that sale. The sale will be discontinued and terminated if at any time before February 3, 2003 (11 days before the sale date) 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 Grantors any time before February 3, 2003 (11 days before the sale date) and before the sale by Borrower, Grantors, or 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 address(es):

Larry K. and Rhoda J. Geisel  
PMB 408, 1004 Commercial Avenue  
Anacortes, WA 98221-4117

by both first class and certified mail on August 22, 2002, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the August 28, 2002, with said written notice of default, or and 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 posting or service.

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 them, 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.

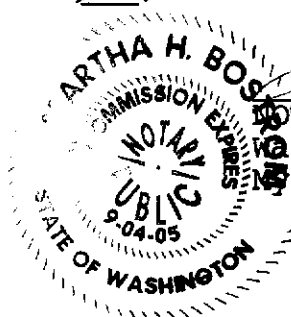
DATED: October 22, 2002.

  
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JOHN S. LUDWIGSON, Trustee  
Bellingham Towers, Suite 170  
119 North Commercial Street  
Bellingham, WA 98225  
(360) 734-2000

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF WHATCOM )

I hereby certify that I know or have satisfactory evidence that JOHN S. LUDWIGSON signed this instrument and acknowledged it to be his free and voluntary act, for the uses and purposes mentioned in the instrument.

DATED: October 22, 2002.

  
\_\_\_\_\_  
MARtha H. Boston  
NOTARY PUBLIC for the State of  
Washington  
My appointment expires: 9-4-05