

RECORDING REQUESTED BY,
and WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE
INSURANCE COMPANY
23721 Birtcher Drive, Lake
Forest, CA 92630
Phone (206) 295-8918
Sale Information (949) 707-5640



200210230108
Skagit County Auditor

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ISLAND TITLE CO. CG24346 ✓

Trustee Sale Number: 56576-F WA Loan #: 432963171 TSG #: 2511173

NOTICE OF TRUSTEE'S SALE

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

TO: RICHARD W. STEWART AND TERRI R. STEWART, HUSBAND AND WIFE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, FIDELITY NATIONAL TITLE INSURANCE COMPANY, will on the 31st day of January, 2003, at the hour of 10:00 AM at:

AT THE MAIN ENTRANCE OF THE SUPERIOR COURTHOUSE 205W. KINCAID STREET MT. VERNON, WA in the City of MT. 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(ies) of SKAGIT, State of Washington, to-wit:

WEST 10 FEET OF LOT 12, ALL OF LOT 13 AND LOT 14, BLOCK 21, PLAT OF TOWN OF SEDRO, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THERE FROM THE WEST 26 FEET OF SAID LOT 14. SITUATED IN SKAGIT COUNTY, WASHINGTON. APN: P75531

which is subject to that certain Deed of Trust dated 06/06/01, under Auditor's File No. 200106110131, records of SKAGIT County, Washington, from RICHARD W. STEWART AND TERRI R. STEWART, HUSBAND AND WIFE as Grantor, to ISLAND TITLE COMPANY, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. as Beneficiary.

II.

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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 is/are as follows:

Failure to pay the following past due amounts, which are in arrears:

4 monthly Payments at \$953.99 each;
(07/01/02 through 10/01/02) \$3,815.96

Late Charges:
4 late charges of \$76.32 \$305.28
of/for each monthly payment not made within 15 days
of its due date.

TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$4,121.24

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$108,232.56, together with interest as provided in the note or other instrument secured from the 1st day of July, 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 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 31st day of January, 2003. The default(s) referred to in paragraph III must be cured by the 20th day of January, 2003 (11 days before sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 20th day of January, 2003 (11 days before sale date), 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 the 20th day of January, 2003 (11 days before sale date), and before the sale by the Grantor or the Grantor's successor in interest of 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 Grantor or the Grantor's successor in interest at the following address:

614 STERLING ROAD, SEDRO WOOLLEY, WA 98284

by both first class and certified mail on the 12th day of September, 2002, proof of which is in the possession of the Trustee, and the Grantor or the Grantor's successor in interest was personally served on the 12th day of September, 2002, 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.



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DATE: 10/21/02

FIDELITY NATIONAL TITLE INSURANCE COMPANY

x Veronique Lara
BY ATTORNEYS EQUITY NATIONAL CORP., AS AGENT
VERONIQUE LARA, VICE PRESIDENT

STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On 10/21/02, before me ANGELA TURKICH,
personally appeared VERONIQUE LARA,
personally known to me (or proved on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.
Witness my hand and official seal.

Signature Angela Turkich (seal)



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