



200211050058

Skagit County Auditor

11/5/2002 Page 1 of 3 10:11AM

After recording, return to:

James H. MaGee, Trustee  
P.O. Box 1132  
Tacoma, WA 98401-1132  
(253) 383-1001

NOTICE OF TRUSTEE'S SALE  
Assessor's Tax Parcel Number P42084

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, James H. MaGee will on 14<sup>th</sup> day of February, 2003, at the hour of 10 o'clock a.m. on the front steps of the Skagit County Superior Courthouse, 205 W. Kincaid Street, 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:

That portion of the South 1/3, as measured along the West line thereof, of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 35 North, Range 6 East of the W.M., lying Westerly of the centerline of that certain road easement as described in Declaration of Easement recorded May 19, 1970, under Auditor's File No. 739124;

TOGETHER WITH a non-exclusive easement 60 feet in width for ingress, egress, and utilities as more fully set forth under those certain Declaration of Easements recorded April 29, 1970 under Auditor's File No. 738432 and 739124, records of Skagit County, Washington, records of Skagit County, Washington, which is subject to that certain Deed of Trust dated July 25, 2000, originally recorded August 2, 2000 under Auditor's File No. 200008020042, then re-recorded on March 19, 2001 under Auditor's File No. 200103190138, records of Skagit County, State of Washington, from Travis Martinez, as Grantor, to Mike Bohannon, as original Trustee and Conseco Finance Servicing Corp. 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 Grantors' 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 taxes due on realty.

Base amount taxes due and owing for 2001: \$ 683.00

Monthly payments at \$1,414.68 per month each as follows:

May 1, 2002 through October 1, 2002, inclusive: \$ 8,488.08

Late charges at \$5.00 per month for each month that payment is not received by the 15<sup>th</sup> of the month due:

May 15, 2002 through October 15, 2002, inclusive:           \$    30.00

TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$ 8,518.08

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$87,802.75 together with interest as provided in the note or other instrument secured from the 2<sup>nd</sup> day of August, 2000 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 14<sup>th</sup> day of February, 2003. The default(s) referred to in paragraph III must be cured by the 3<sup>rd</sup> day of February, 2003 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 3<sup>rd</sup> day of February, 2003, (11 days before the 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 3<sup>rd</sup> day of February, 2003, (11 days before the sale date), and before the sale by the Grantors or the Grantors' successor in interest 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 Grantors or the Grantors' successor in interest at the following address(es):

Travis Martinez, 10372 Hendrickson Lane, Sedro Woolley, WA 98284  
Travis Martinez, 8754 Pavey Road, Sedro Woolley, WA 98284

by both first class and certified mail on the 26<sup>th</sup> day of September, 2002, proof of which is in the possession of the Trustee; and the Grantor was personally served on the 1st day of October, 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 Grantors and all those who hold by, through or under the Grantors of all their 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 20<sup>th</sup> 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 or tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, chapter 5912 RCW.


XI.

The undersigned certifies that those persons listed hereunder will be provided notice by mail on the day written below.

Travis Martinez, 10372 Hendrickson Lane, Sedro Woolley, WA 98284  
Travis Martinez, 8754 Pavey Road, Sedro Woolley, WA 98284  
Jimmy A. Albertson, 10326 Hendrickson Lane, Sedro Woolley, WA 98284  
David Platt, 510 E. Panoramic, Camano Island, WA 98292  
State of Washington, Department of Revenue, 2101 Fourth Ave, Ste 1400, Seattle, WA 98121-2300  
Washington State, Office of the Attorney General, PO Box 40100, Olympia, WA 98504

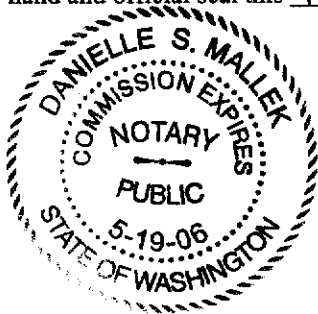
DATED this 15<sup>th</sup> day of November, 2002, by Trustee:


LAW OFFICES OF JAMES H. MAGEE

  
Nathan Sukhia, WSBA# 31700  
Attorney in fact for James H. MaGee, Trustee  
1530 South Union Avenue, Suite 9  
Tacoma, WA 98405  
(253) 383-1001

State of Washington )  
County of Pierce )

On this day personally appeared before me <sup>Nathan D. Sukhia</sup> ~~James H. MaGee~~ to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 15<sup>th</sup> day of ~~October~~ November, 2002



  
Danielle S. Mallek  
NOTARY PUBLIC in and for the State of Washington,  
residing at Sumner, WA  
My Commission Expires: May 19, 2006

