



200211080271  
Skagit County Auditor

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AFTER RECORDING RETURN TO:  
Hershner, Hunter, et al  
Attn: Carol B. Mart  
P.O. Box 1475  
Eugene, OR 97440

LAND TITLE COMPANY OF SKAGIT COUNTY

AMENDED NOTICE OF TRUSTEE'S SALE T-93910

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, WM. RANDOLPH TURNBOW, will on December 13, 2002, at the hour of 11:00 a.m. at the front of the Skagit County Courthouse, 205 W. Kincaid Street, Mount Vernon, 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:

Lot 6 and a portion of Lot 7; BINGHAM PLACE 2ND ADDITION, and a portion of the Northwest ¼ of the Northeast ¼ of Section 30, Township 34 North, Range 4 East, W.M., more particularly described on the attached Exhibit A.

Tax Account No.: 4525-000-007-0001

which is subject to that certain Deed of Trust described as follows:

Dated:	September 24, 1998
Recorded:	October 8, 1998
Recording No.:	9810080003
Records of:	Skagit County, Washington
Grantor:	KELLY CALAVAN and SHANNON CALAVAN
Successor Trustee:	WM. RANDOLPH TURNBOW
Beneficiary:	AMERIQUEST MORTGAGE COMPANY

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.

III. The defaults for which this foreclosure is made are as follows: Failure to pay when due the following amounts which are now in arrears: Monthly payments in the amount of \$1,724.38 each, due the first of each month, for the months of June through November 2002; plus late charges in the amount of \$86.23 each, assessed the 16th of each month, for the months of August through October 2002; plus advances; plus any unpaid real property taxes, plus interest.

IV. The sum owing on the obligation secured by the Deed of Trust is: Principal balance of \$161,247.34, together with interest as provided in the note or other instrument secured from May 1, 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 December 13, 2002. The Defaults referred to in paragraph 3 must be cured by December 2, 2002, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before December 2, 2002, the defaults as set forth in paragraph 3 are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after December 2, 2002, and before the sale by the Borrower, Grantor, any 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 addresses:

Kelly Calavan  
1116 E State Street  
Sedro Woolley WA 98287-9714

Shannon Calavan  
1116 E State Street  
Sedro Woolley WA 98287-9714

by both first class and certified mail on July 17, 2000, proof of which is in the possession of the Trustee; and Borrower and Grantor were personally served on July 19, 2000, 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 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.

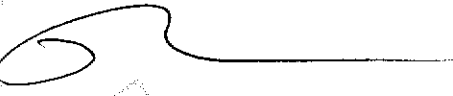
IX. Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating 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 any one 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: November 7, 2002.

ADDRESS FOR SERVICE OF PROCESS:

WM. RANDOLPH TURNBOW, Trustee  
Law Offices  
103 E. Holly Street, Suite 305  
Bellingham WA 98225  
Telephone: (360) 715-1218



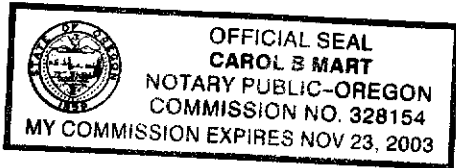
WM. RANDOLPH TURNBOW, Successor Trustee  
c/o Michael C. Arola  
Attorney at Law  
P.O. Box 1475  
Eugene, OR 97440  
Telephone: (541) 686-8511

STATE OF OREGON        )  
                                  ) ss.  
COUNTY OF LANE        )

On November 7, 2002, personally appeared before me WM. RANDOLPH TURNBOW, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Notary Public for Oregon  
Residing at Eugene, Oregon  
My Commission Expires: 11-23-03



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DESCRIPTION:

PARCEL "A":

Lots 6 and 7, "PLAT OF BINGHAM PLACE SECOND ADDITION", as per plat recorded in Volume 14 of Plats, pages 103 and 104, records of Skagit County, Washington;

EXCEPT the East 20 feet of said Lot 7;

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, across and under the East 20 feet of Lot 7, "PLAT OF BINGHAM PLACE SECOND ADDITION", as per plat recorded in Volume 14 of Plats, pages 103 and 104, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

PARCEL "B":

Those portions of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

1. Beginning at a point on the West line of Douglas Street, 140 feet South of the Southeast corner of Lot 11, Block 23, "PLAT OF SOUTHERN ADDITION TO MT. VERNON", as per plat recorded in Volume 2 of Plats, page 110, records of Skagit County, Washington;  
thence South 60 feet;  
thence West 100 feet;  
thence North 60 feet;  
thence East 100 feet to the point of beginning.

2. Beginning at a point on the East line of West Street, as established in the City of Mount Vernon, if extended, 150 feet South of the Southwest corner of vacated Block 23 of "PLAT OF SOUTHERN ADDITION TO MT. VERNON", as per plat recorded in Volume 2 of Plats, page 110, records of Skagit County, Washington;  
thence East 100 feet, more or less, to a point 116 feet West of the West line of Douglas Street and the true point of beginning of this description;  
thence East 16 feet;  
thence South 60 feet;  
thence West 16 feet;  
thence North 60 feet to the point of beginning.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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EXHIBIT A