



200211120032

Skagit County Auditor

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Filed for record at the request of:

MEAGHER & MEAGHER LLP  
Attorneys at Law  
6324 Broadway  
Everett, WA 98203

Reference No.: (if applicable):

Grantor(s): Snohomish County PUD Employees' Credit Union

Grantee(s): Charles R. Power

Legal Description (abbreviated): Tract 4 of Survey; ptn. Gov't Lot 7, Sec. 24, T35N, R6EWM, Skagit County, State of Washington.

Assessor's Tax Parcel ID No.: 350613-4-007-0100.

### NOTICE OF TRUSTEE'S SALE

#### I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, MEAGHER & MEAGHER LLP, will, on Friday, February 28, 2003, at the hour of 10 o'clock a.m., at the Main Entrance of the Skagit County Courthouse, 205 W. Kincaid Street, Mt. Vernon, WA 98273, 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 of Island, State of Washington, to-wit:

Tract 4 of that certain survey recorded May 7, 1990, in Volume 9 of Surveys, page 185, under Auditor's File No. 9005070053, being a portion of Government Lot 7, Section 24, Township 35 North, Range 6 East, W.M., records of Skagit County, Washington, a portion of Government Lot 5, of Section 13 of said Township and Range,

which is subject to that certain Deed of Trust dated December 22<sup>nd</sup>, 1997, and recorded December 30, 1997, under Auditor's File No. 9712300035, records of Skagit County, Washington, from Charles R. Power, to Snohomish County PUD Employees' Credit Union.

#### 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 default(s) for which this foreclosure is made is/are as follows: Failure to pay when due the following amounts, which are now in arrears:

Principal Due \$92,795.41

Delinquent payments from 1<sup>st</sup> day of  
May, 2002, in the amount of \$1,245.00  
per month: \$7,470.00

Late charges in the total amount of: \$60.00

TOTAL PRINCIPAL, INTEREST, AND  
LATE CHARGES: \$100,325.41

IV.

The sum owing on the obligation secured by the Deeds of Trust is: \$100,325.41, together with interest as provided in the note or other instrument secured from the 1st day of May 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 28th day of February, 2003. The default(s) referred to in paragraph III must be cured by the 17th 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 17<sup>th</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 17<sup>th</sup> day of February, 2003, (11 days before the sale date), and before the sale by the Borrower, Grantor 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 the 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:

Charles R. Power  
23525 119<sup>th</sup> Ave. SE  
Woodinville, WA 98072

Charles R. Power  
P.O. Box 2789  
Woodinville, WA 98072-2789

by both first class and certified mail on the 8<sup>th</sup> day of October, 2002, proof of which is in the possession of the Trustee; and the written notice of default was posted in a conspicuous place on the real property described in paragraph I above on the 8th day of November, 2002, and the Trustee has possession of proof of such posting.



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VII.

The Trustee whose name and address are set forth below will provide in writing to any one 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.

Dated this 7<sup>th</sup> Day of November, 2002.

TRUSTEE: MEAGHER & MEAGHER LLP

By: 

JOSEPH MEAGHER  
6324 Broadway  
Everett, WA 98203



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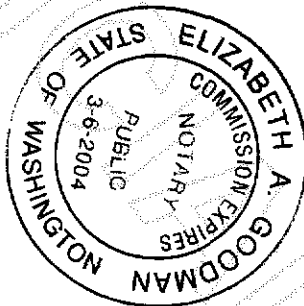
STATE OF WASHINGTON)

ss.

County of Snohomish )

On this day personally appeared before me JOSEPH MEAGHER, to me known to be a member of MEAGHER & MEAGHER LLP, the individual described in, and who had the authority to and did in fact execute, the within and foregoing instrument, and acknowledged to me 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 2 day of November, 2002.



*Elizabeth A. Goodman*  
NOTARY PUBLIC in and for the State  
Of Washington, residing in Everett  
My Commission expires: 3-6-2004



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