



200211140179

Skagit County Auditor

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AFTER RECORDING RETURN TO:

BISHOP, LYNCH & WHITE, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
Ref: Kennedy, 483-X0441.01

FIRST AMERICAN TITLE CO.

71167-3

Reference Number(s) of Documents assigned or released: 200202200011

Grantor: Bishop, Lynch & White, P.S.

Grantee: The Public/Garrett L. Kennedy

Assessor's Property Tax Parcel/Account Number(s): 4171-002-026-0001 P77205

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on February 14, 2003 at 10:00 a.m. inside the front entrance of the Skagit County Courthouse located at 2nd and Kincaid in the City of Mt. Vernon, State of Washington, sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit;

See Legal Description attached hereto as Exhibit "A" and incorporated herein by this reference.

(commonly known as 808 Northern Avenue, Sedro Woolley, WA 98284)

which is subject to that certain Deed of Trust dated December 11, 2001, recorded February 20, 2002, under Auditor's File No. 200202200011, records of Skagit County, Washington, from Garrett L. Kennedy, as Grantor, to Fidelity National Title Insurance Company, as Trustee, to secure an obligation in favor of Fleet National Bank, Principally located in Rhode Island, Retail Loan Servicing as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

II

Notice of Trustee's Sale (Continued)

are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after February 3, 2003 (11 days before the sale date), 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 address(es):

See Exhibit " B" attached hereto and incorporated herein by this reference.

by both first class and certified mail on October 8, 2002, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on October 9, 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 objections to this 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



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Notice of Trustee's Sale (Continued)

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 12th, 2002
Bishop, Lynch & White, P.S., Successor Trustee

By: [Signature]

Address: BISHOP, LYNCH & WHITE, P.S.
720 Olive Way, #1301
Seattle, WA 98101-1801
Telephone: (206) 622-7527

State of Washington)
County of King) ss.

On this 12th day of November, 2002, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, Lynch & White, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]
Printed Name: Melissa G. Tervet

NOTARY PUBLIC in and for the State
of Washington My Appt. Exp:
01-16-06

Kennedy, 483-X0441.01
FORBASEIALLNDOC.FRM REV 11/11/02



EXHIBIT A

THAT PORTION OF TRACT 26, PLAT NO. 2 SEDRO HOME ACREAGE, SKAGIT COUNTY, WASH., AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 60, RECORDS OF SKAGIT COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 26; THENCE WEST 80 FEET; THENCE SOUTH TO THE NORTHERLY LINE OF RAILROAD AVENUE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID RAILROAD AVENUE TO THE SOUTH EAST CORNER; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT TO THE POINT OF BEGINNING.



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EXHIBIT B

Garrett L. Kennedy
808 Northern Avenue
Sedro Woolley, WA 98284

Jane Doe Kennedy
Spouse of Garrett L. Kennedy
808 Northern Avenue
Sedro Woolley, WA 98284

Occupants of the Premises
808 Northern Avenue
Sedro Woolley, WA 98284
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