RECORD AND RETURN TO: MERIDIAN TRUST DEED SERVICE 4675 MACARTHUR COURT SUITE 1540 NEWPORT BEACH, CA 92660



FIRST AMERICAN TITLE CO.

69382

T.S. NUMBER: 6312WA MFS

LOAN NUMBER: 92170126113372/SCHOLS

NOTICE OF TRUSTEE'S SALE

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

I

NOTICE IS HEREBY GIVEN that FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee or Successor Trustee under the terms of the Trust Deed described below and at the direction of the Beneficiary, will at the time and place set forth below, sell at public auction to the highest and best bidder, payable in cash or certified funds at the time of sale, the real property with the assessor's Property Tax Parcel No. 4139-009-004-0003 described as PARCEL "A":

LOTS 3 AND 4, BLOCK 9, "PLAT OF MOUNTAIN VIEW ON CLEAR LAKE", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 65, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B":

THE EAST 102 FEET OF LAKE STREET AS SHOWN ON THE "PLAT OF MOUNTAIN VIEW ON CLEAR LAKE", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 65, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Said property commonly known as:

1251 MILL STREET N/K/A 12519 MILL STREET CLEAR

LAKE, WA 98235

A. TIME AND PLACE OF SALE

TIME AND DATE:

10:00 A.M. 02/21/2003

PLACE:

INSIDE THE MAIN LOBBY OF THE SKAGIT COUNTY COURTHOUSE 205 WEST KINCAID STREET MOUNT

VERNON, WA

B. PARTIES IN THE TRUST DEED:

TRUSTOR:

LARRY J SCHOLS AND CYNTHIA J SCHOLS HUSBAND AND

WIFE

Notice of Trustee's Sale: TWC-007W (3/99)

TRUSTEE:

BENEVEST SERVICES INC., A WASHINGTON

CORPORATION,

BENEFICIARY:

BENEFICIAL WASHINGTON INC. d/b/a Beneficial Mortgage Co.

of Washington

C. TRUST DEED INFORMATION:

DATED:

11/21/1997

RECORDING DATE:

11/26/1997

RECORDING NO.:

#9711260042 BK: 1737 PG:0017

RERECORDED:

RECORDING PLACE:

Official Records of the County of SKAGIT

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 Debtor's default on the obligation secured by the Deed of Trust.

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The Beneficiary alleges default of the Deed of Trust for the failure to pay the following amounts now in arrears and/or other defaults, to wit:

A. Monthly Payments:

Monthly installments in arrears from 02/01/2002 through 11/15/2002,

\$8,335,30

B. <u>Late Charges:</u>

\$0.00

C. Other Arrears

\$1,052.81

TOTAL AMOUNT CURRENTLY IN ARREARS & DELINQUENT =

D. Default(s) other than payment of money:

*DELINQUENT TAXES, INTEREST AND PENALTIES

\$9,388.11

IV

The sum owing on the obligation secured by the Deed of Trust is: THE PRINCIPAL BALANCE OF \$121,340.87, together with interest as provided in the Note or other instrument secured from 01/01/2002 and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

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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 as set forth above. The default(s) referred to in paragraph III must be cured by the FINAL REINSTATEMENT DATE set forth below which is eleven (11) days before the sale, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the FINAL REINSTATEMENT DATE (11 days before the sale date) and before the sale by the Grantor or by the Grantor's successor in interest or by the holder



of any recorded junior lien or encumbrance by 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, plus the Trustee's fees and costs including the Trustee's reasonable attorney's fees, and curing all other defaults.

FINAL REINSTATEMENT DATE: 02/10/2003

VI

A written Notice of Default was transmitted by the Beneficiary or Trustee to the Debtor or the Debtor's successor in interest at the following addresses:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

By both first class and certified mail as set forth below, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served with said written Notice of Default, or the written Notice of Default was posted in a conspicuous place on the real property described herein, as set forth below, and the Trustee has possession of proof of such service or posting.

Date of mailing Notice of Default:

05/31/2002

Date of posting real property: 06/04/2002

VII

After receiving a request for a statement of all costs and fees due at any time prior to the sale from any person entitled to notice under RCW 61.24,040 (1) (b) the Trustee whose name and address are set forth below will provide the requested statement in writing to such person.

The effect of the sale will be to deprive the Debtor and all those who hold by, through, or under the Debtor of all their interest in the above-described property

ΙX

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 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.

11/21/2002 Page

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For further information, please contact:

BENEFICIAL WASHINGTON INC. dba BENEFICIAL MORTGAGE CO. OF

WASHINGTON, ATTTENT: RICK WALLACE

961 WEIGEL DRIVE ELMHURST, IL 60126 PHONE: 800-958-2418 EXT

DATED: November 15, 2002

FIRST AMERICAN TITLE INSURANCE COMPANY, as said Trustee

By: MTDS, INC. A CALIFORNIA CORPORATION dba MERIDIAN TRUST DEED SERVICE, AS AGENT 4675 MACARTHUR COURT, SUITE 1540

NEWPORT BEACH, CA, 92660

(949)477-5830

SALE LINE: 714-480-5690

By: EDIZABETH B. MILLS
ASSISTANT SECRETARY

STATE OF CALIFORNIA COUNTY OF ORANGE

SS

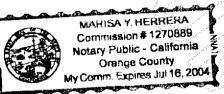
On the date below, before me personally appeared ELIZABETH B. MILLS personally known to me, who executed the within and foregoing instrument, for the use and purpose therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN/WINNESS WHEREOH, I have hereunto set my hand and affixed my official seal on 11/15/2002.

Notary Public in and for the State of California

, Residing at

My commission Expires





1:25PM

EXHIBIT A

LARRY J SCHOLS 1251 MILL STREET CLEAR LAKE, WA 98235

CYNTHIA J SCHOLS 1251 MILL STREET CLEAR LAKE, WA 98235

LARRY J SCHOLS P.O. BOX 593 CLEARLAKE, WA 98235-0593

CYNTHIA J SCHOLS P.O. BOX 593 CLEARLAKE, WA 98235-0593

OCCUPANTS OF THE PREMISES 1251 MILL STREET CLEAR LAKE, WA 98235

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