

RECORDING REQUESTED BY,  
and WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY  
23721 Birtcher Drive, Lake  
Forest, CA 92630  
Phone (949) 707-5543  
Sale Information (949) 707-5640



200212270063  
Skagit County Auditor

12/27/2002 Page 1 of 3 11:28AM

ISLAND TITLE CO. CG 25026

Trustee Sale Number: 57338-F WA Loan #: 380128892 TSG #: 2511515

**FIDELITY NATIONAL TITLE - NDS**

**NOTICE OF TRUSTEE'S SALE**

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, et, seq.

TO: TEDDY T APOLISTA AND CONCEPCION C APOLISTA, HUSBAND AND WIFE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, FIDELITY NATIONAL TITLE INSURANCE COMPANY, will on the 4th day of April, 2003, at the hour of 10:00 AM at:

AT THE MAIN ENTRANCE OF THE SUPERIOR COURTHOUSE 205W. KINCAID STREET MT. VERNON, WA 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(ies) of SKAGIT, State of Washington, to-wit:

LOT 13, LITTLE MOUNTAIN ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGES 81 THROUGH 83, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON APN: P102985

which is subject to that certain Deed of Trust dated 05/25/99, under Auditor's File No. 9906070212, records of SKAGIT County, Washington, from TEDDY T APOLISTA AND CONCEPCION C APOLISTA, HUSBAND AND WIFE as Grantor, to STANDARD TRUSTEE SERVICE CO WASHINGTON, A\*, as Trustee, to secure an obligation in favor of HOMECOMINGS FINANCIAL NETWORK, INC \*WASHINGTON CORPORATION 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 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 make the 11/01/01 payment of principal and interest and all subsequent payments, together with accrued late charges, under the terms of said Note and Deed of Trust.

Failure to pay the following past due amounts, which are in arrears:

6 monthly Payments at \$508.15 each;  
(07/01/02 through 12/01/02) \$3,048.90

Late Charges:  
6 late charges of \$25.41 \$152.46  
of/for each monthly payment not made within 15 days  
of its due date.

**TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$3,201.36**

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$33,316.28, together with interest as provided in the note or other instrument secured from the 1st day of July, 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 4th day of April, 2003. The default(s) referred to in paragraph III must be cured by the 24th day of March, 2003 (11 days before sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 24th day of March, 2003 (11 days before 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 24th day of March, 2003 (11 days before sale date), and before the sale by the Grantor or the Grantor's successor in interest of 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 Grantor or the Grantor's successor in interest at the following address:

1729 SOUTH 30TH STREET, MOUNT VERNON, WA 98273

by both first class and certified mail on the 22nd day of November, 2002, proof of which is in the possession of the Trustee, and the Grantor or the Grantor's successor in interest was personally served on the 25th day of November, 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 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.



Trustee Sale Number: 57338-F WA    Loan #: 380128892    TSG #: 2511515

DATE: 12/24/02

FIDELITY NATIONAL TITLE INSURANCE COMPANY

x Veronique Lara  
BY ATTORNEYS EQUITY NATIONAL CORP., AS AGENT  
VERONIQUE LARA, VICE PRESIDENT

STATE OF CALIFORNIA ]  
COUNTY OF ORANGE ]

On 12/24/02, before me ANGELA TURKICH

personally appeared VERONIQUE LARA

personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Angela Turkich (seal)

