



200301080031  
Skagit County Auditor

1/8/2003 Page 1 of 4 9:50AM

After Recording Return To:  
Matty & Templeton  
3212 NW Byron Street #104  
Silverdale, WA 98383

### NOTICE OF TRUSTEE'S SALE

#### I.

NOTICE IS HEREBY GIVEN that PETER A. MATTY, Successor Trustee, will on the 25th day of April, 2003 at the hour of 10:00 a.m., at Skagit County Courthouse, 205 W. Kincaid Street #202, Mount Vernon, Skagit County, Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following described real property situated in Skagit County, Washington, to wit:

Lot No. A 35, Tyee Division III, County of Skagit, State of Washington.

Situate in Skagit County, Washington.

Assessor's Tax Parcel ID No. 4357-001-035-0008

Abbreviated Legal: Lot No. A 35, Lake Tyee Division III

which is subject to that certain Deed of Trust dated March 11, 1993, and recorded on April 12, 1993, under Skagit County Auditor's No. 9304120093, from RICHARD C. JOHNSON, a single man, as Grantor to ISLAND TITLE COMPANY, as Trustee, to secure an obligation in favor of ROBERT S. ROGERS and GLORIA D. ROGERS, husband and wife, d/b/a LAKE TYEE COMPANY, as Beneficiaries, who have assigned their interest to LANDS WEST, INC., a Washington Corporation. Said Trustee has resigned and PETER A. MATTY has been appointed Successor Trustee.

II.

No action commenced by the Beneficiaries of the Deed of Trust 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 defaults for which this foreclosure is made are as follows:

1. Failure to pay when due the following amounts which are now in arrears: Monthly installment payments of \$68.88 each for the months of November, 1998 through December, 2002, inclusive, which total \$3,739.52. Collection costs of \$5.00 each for the months of November, 1998 through December, 2002, inclusive, which total \$240.00. Late payment charge of \$6.89 each for the months of November, 1998 through December, 2002, inclusive, which total \$323.83. Plus monthly installment payments and late charges coming due after January 3, 2003.

2. The Grantor's failure to pay, prior to delinquency, the real estate taxes for the following years and amounts:

2001 (2<sup>nd</sup> half) & 2002 (1<sup>st</sup> & 2<sup>nd</sup> half) - \$153.88 plus interest and penalties.

IV

The sum owing on the obligation secured by the Deed of Trust is Principal \$3,013.28, together with interest as provided in the Note or other instrument secured from the 7th day of December, 1998, 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 expenses 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 25th day of April, 2003. The defaults referred to in Paragraph III must be cured by the 14th day of April, 2003, which is eleven (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 14th day of April, 2003

the defaults as set forth in Paragraph III are cured and the Trustee's fees and costs are paid.

The sale may be terminated anytime after the 14th day of April, 2003 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 Beneficiary or Trustee to the Borrower and Grantor, at the following addresses:

Richard C. Johnson  
1350-32nd Street SE  
Auburn, WA 98002

by both first class and certified mail on the 21st day of November, 2002, proof of which is in possession of the Trustee; and the Borrower and Grantor were personally served on the 26<sup>th</sup> 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 1 above, and the Successor Trustee has possession of proof of such service or posting.

VII.

The Successor 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 his 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 waiver of any proper grounds for invalidating the Trustee's sale.



