

After Recording Return to:  
CHESTER T. LACKEY  
900 DUPONT STREET  
BELLINGHAM, WA 98225

4  
200301080121  
Skagit County Auditor  
1/8/2003 Page 1 of 5 3:37PM

Document Title: Notice of Trustee's Sale

Grantor: Chester T. Lackey

Grantee: Charles Power

Legal: Prt Government Lot 11 Sec 24 Twp 35N R6E WM

Parcel # 350624-0-008-0200

LAND TITLE COMPANY OF SKAGIT COUNTY  
P-104599

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.24, ET. SEQ.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 11<sup>th</sup> day of April, 2003, at the hour of 10:00 o'clock A. M. at the first floor of the Skagit County Courthouse, in the City of Mount 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 Skagit, State of Washington, to-wit:

See Exhibit "A" attached hereto

which is subject to that certain Deed of Trust dated October 15, 1997, recorded November 12, 1997, under Auditor's File No. 9711120099, records of Skagit County, Washington, from Charles Power, as Grantor, to First American Title Insurance Company, as Trustee, to secure an obligation in favor of Gary S. Combs, as Beneficiary. Assigned to Lee L. Cameron and Mary L. Cameron by Assignment of Deed of Trust recorded under Skagit County Auditor's File No. 9801220078.

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 defaults for which this foreclosure is made are as follows:

Monthly payments from July 12, 2002, together with the principal balance, together with accumulated interest due in full on or before November 12, 2002 (\$59,799.69).

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$59,799.69, together with interest as provided in the note or other instrument secured from the 12<sup>th</sup> day of November, 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 11<sup>th</sup> day of April, 2003. The defaults referred to in paragraph III must be cured by the 31<sup>st</sup> day of March, 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 31<sup>st</sup> day of March, 2003, (11 days before the sale date), the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 31<sup>st</sup> day of March, 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 addresses:



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

Charles Power  
35211 Bear Trail Lane  
Sedro Woolley, WA 98284

Charles Power  
1000 2<sup>nd</sup> Avenue #1601  
Seattle, WA 98104

by both first class and certified mail on the 31<sup>st</sup> day of October, 2002, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 31<sup>st</sup> day of October, 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 of 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.

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 59.12RCW.

  
CHESTER T. LACKEY, Trustee

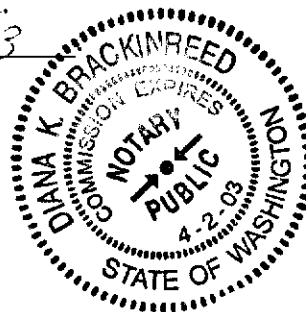
Battersby Field Professional Building  
900 Dupont Street  
Bellingham, Washington 98225  
Phone: (360) 734-6390

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF WHATCOM )

On this 30<sup>th</sup> day of December, 2002, before me personally appeared CHESTER T. LACKEY, to me known to be the individual described in and who executed 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 the day and year first above written.

Diana K. Brackinreed  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellingham.  
My Commission Expires 4-2-03



N:\WP\CTL\DIANA\CAMERON\Powers\Documents\TRSTS(2).NOT.doc



EXHIBIT "A"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Tract 1 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 11, Section 24, Township 35 North, Range 6 East, W.M., records of Skagit County, Washington.

TOGETHER WITH and SUBJECT TO a non-exclusive easement for ingress, egress and utilities over, under and across that certain 60 foot wide access and utility easement as delineated on the face of said Survey.



200301080121  
Skagit County Auditor

1/8/2003 Page

5 of

5 3:37PM