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Skagit County Auditor

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After recording, return to  
trustee:

Wall Street Brokers, Inc.  
500 Wall Street, Suite 405  
Seattle WA 98121-1577

Trustee's Sale Guarantee Order No. 00063981  
First American Title Insurance

Document Title: Notice of Trustee's Sale

**Grantor(s):** Mandy L. Bates, an unmarried woman

**Beneficiary/Grantee:** Leon P. Leonovich, as his separate estate and Mabel A. Leonovich, as  
her separate estate

Abbreviated legal: Tracts 58 & 59 Shangri-La on the Skagit Vol 9 Pgs 52 & 53

Skagit County Tax Parcel Nos. 3996 000 058 0001 P69052

and 3996 000 059 0000 P69053

Full legal description on page 2 of this document

FIRST AMERICAN TITLE CO.

03981

**U.S. Bankruptcy Court Western District Washington at Seattle Chapter 13  
Mandy Lynn Bates Case No. 01-15037 has been dismissed on January 21,  
2003. This Notice of Trustee's Sale is to amend and to continue that certain  
Notice of Trustee's Sale dated and recorded January 29, 2001, Skagit  
County Auditor's File No. 200101290006**

NOTICE OF AMENDED TRUSTEE'S SALE

To: Grantor

Mandy L Bates  
35274 ShangriLa Drive  
Concrete WA 98237-0844

Wall Street Brokers Inc.

To:

Mandy L. Palmer  
or Mandy L. Bates  
35274 ShangriLa Drive  
Sedro Woolley WA 98284-8442

To:

Occupant and/or  
John Doe Bates  
35274 ShangriLa Drive  
Sedro Woolley WA 98284

I.

*Notice is hereby given* that the undersigned, Wall Street Brokers, Inc., as Trustee, will on the **4<sup>th</sup> day of April, 2003**, Friday, at the hour of **10.00 a.m.**, at **Skagit County Courthouse, at the top of the stairs at 205 W. Kincaid, Mount Vernon, Washington 98273** [Telephone (360) 336-9313], 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:

Tracts 58 and 59, SHANGRI-LA ON THE SKAGIT, as per plat recorded in Volume 9 of Plats, Pages 52 and 53, records of Skagit County, State of Washington

Skagit County Tax Parcel Nos. 3996 000 058 0001 P69052  
and 3996 000 059 0000 P69053

Commonly known as **35274 ShangriLa Drive, Sedro Woolley WA 98284-8442**

and personal property described therein.

which is subject to that certain Deed of Trust dated February 17, 1999 and recorded on February 23, 1999 as Skagit County Auditor's File No. 9902230098 Book 1947 Page 0470 - 0472, records of Skagit County, Washington from Mandy L. Bates, an unmarried woman,, as Grantor, to [First American Title Insurance Company, a California corporation, original Trustee], Wall Street Brokers, Inc., a Washington corporation, as Successor Trustee, to secure an obligation in favor of Leon P. Leonovich, as his separate estate and Mabel A. Leonovich, as her separate estate, Beneficiary

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 and/or Grantor's and/or Guarantor's default on the obligation secured by the Deed of Trust.

{If there is another action pending to foreclose other security for all or part of the same debt, qualify the statement and identify the action) n/a

III,

The default for which this foreclosure is made is as follows:  
Failure to pay when due the following amounts which are now in arrears:



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Currently due  
to reinstate  
on 2/06/2003

Estimated amount  
that will be due to  
reinstate on 3/24/2003  
(11 days before the  
date set for sale)

Monthly payments

from 12/23/02 @

\$600.00/mo.

\$1,200.00

\$ 1,800.00

Late Charges

@ \$30.00 each

\$ 60.00

\$ 90.00

Arrearage delinquencies

\$ 210.00 Delinquent accrued late charges

\$ 3,503.93 Accrued interest delinquency

\$ 1,896.07 Principal delinquency

\$ 2,461.48 Arrearage balance delinquency

Total arrearage delinquencies

\$ 8,071.48

\$ 8,071.48

Estimated Amounts

2<sup>nd</sup> ½ 1999 and all 2000 real property taxes including penalties

and interest through 03/31/03 Tax ID P69052 & P69053

paid by beneficiary

\$ 2,676.91

\$ 2,676.91

2001, 2002, 1<sup>st</sup> ½ 2003 real property taxes including penalties

and interest through 3/31/03

\$ 2,739.66

\$ 2,739.66

|   |                    |                    |
|---|--------------------|--------------------|
| a. Cost of Title Report: Trustee Sale Guarantee     | \$420.42           | \$ 420.42          |
| b. Service/Posting of Notice of Default (estimated) | +100.00            | + 100.00           |
| c. Copying  | + 11.00            | + 11.00            |
| d. Postage  | + 35.50            | + 35.50            |
| e. Foreclosure/Trustee's Fee                        | +500.00            | +1,000.00          |
| f. Foreclosure Service Fee                          | +250.00            | + 500.00           |
| g. Long Distance Telephone Charges                  | + 12.00            | + 12.00            |
| h. Trust Accounting Center Foreclosure Charges      | + 50.00            | + 50.00            |
| i. Trust Accounting Center Monthly Service @ \$4.00 | + 8.00             | + 12.00            |
| j. Recording Fee                                    | + 25.00            | + 47.00            |
| k. Publication                                      | +420.00            | + 840.00           |
| <b>Totals:</b>                                      | <b>\$16,579.55</b> | <b>\$18,405.97</b> |

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust



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all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

#### OTHER DEFAULT

Nonpayment of taxes/assessments:

Default under any senior lien:

Failure to insure property against hazard

Waste

Unauthorized sale of property (Due on Sale)

#### ACTION TO CURE DEFAULT

Deliver to Trustee written proof that all taxes and assessments against the property are paid current.

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.

Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust.

Cease and desist from committing waste, repair all damage to property and maintain property as required in the Deed of Trust.

Revert title to permitted vestee

#### IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal **\$69,882.96** together with interest as provided in the note or other instrument secured from November 7, 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 **4<sup>th</sup> day of April, 2003**. The default referred to in Paragraph III must be cured by the **24<sup>th</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 **24<sup>th</sup> day of March, 2003** (11 days before the 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 at any time after the **24<sup>th</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.



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A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower, Grantor and Guarantor, if any, at the following addresses:

Mandy L Bates

P O Box 844

Concrete WA 98237-0844

Mandy L. Bates or

Mandy L. Palmer

35274 ShangriLa Drive

Sedro Woolley WA 98284-8442

Occupant

35274 ShangriLa Drive

Sedro Woolley WA 98284

by both first class and certified mail on the **26th day of December, 2000**, proof of which is in the possession of the Trustee and the Borrower and/or Grantor and/or Guarantor, if any, were personally served on the **27th day of December, 2000** 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.

#### NOTICE TO GUARANTOR OF COMMERCIAL LOAN

(1) The Guarantor, if any, may be liable for a deficiency judgment to the extent the sales price obtained at the Trustee's sale is less than the debt secured by the Deed of Trust. (2) The Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the Trustee's sale. (3) The Guarantor will have no right to redeem the property after the Trustee's sale. (4) Subject to such longer periods as are provided by the Washington Deed of Trust Act, RCW 61.24 et seq., as amended, any action brought to enforce a guaranty must be commenced within one (1) year after the Trustee's sale, or the last Trustee's sale under any Deed of Trust granted to secure the same debt. (5) In any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the Trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's sale plus interest and costs.

#### 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 retrain the sale pursuant to RCW 61.24.130, as amended. 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

For single family residence, condominium, cooperative, or

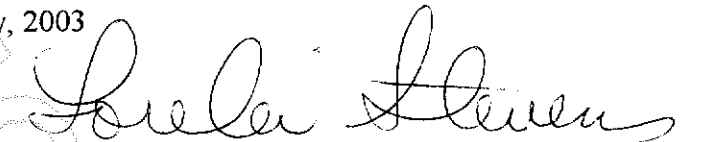


other dwelling unit containing fewer than five residential units

The purchaser at the Trustee's sale is entitled to possession of the property on the twentieth (20th) day following the sale, as against 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. RCW 59.12 et seq., as amended.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Dated this 5<sup>th</sup> day of February, 2003




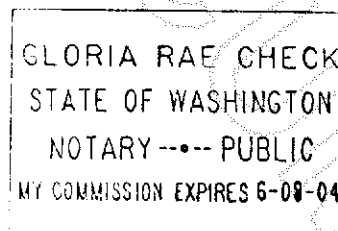
TRUSTEE:

Wall Street Brokers, Inc.  
Lorelei Stevens, President  
500 Wall Street, Suite 405  
Seattle WA 98121-1577  
(206) 448- 1160

State of Washington   )  
                                  )ss  
County of King         )

On this 5<sup>th</sup> day of February, 2003, I certify that I know or have satisfactory evidence that **Lorelei Stevens** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it as the **President of Wall Street Brokers, Inc.** whose street address is 500 Wall Street, Suite 405, Seattle WA 98121-1577, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

  
Signature of Notary Public in for the  
State of Washington - Gloria Rae Check  
Residing in Seattle  
My Commission Expires June 8, 2004



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