

UNOFFICIAL DOCUMENT  
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Skagit County Auditor  
3/14/2003 Page 1 of 7 11:36AM

After recording, return to:

105562  
LAND TITLE COMPANY OF SKAGIT COUNTY

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

Land Title Trustee's Sale Guarantee 105562

Document: Notice of Trustee's Sale dated March 14, 2003

Grantor: Wall Street Brokers, Inc., a Washington corporation

Grantee: Nickolas P. Janssen and Margaret E. Janssen, husband and wife

Skagit County Tax Assessor's Parcel No. P66597, APN 3938-001-119-0007 and  
Skagit County Tax Assessor's Parcel No. P66731, APN 3938-003-080-0008

Legal Description on this page as follows:

Lot 119, Block 1 and Lot 80, Block 3, "Lake Cavanaugh subdivision, Division "2" according to plat thereof recorded in Volume 5 of Plats, pages 49 to 54 inclusive, records of Skagit County, State of Washington

Property Address: 33781 S Shore Dr., Mt Vernon Washington 98273

**NOTICE OF TRUSTEE'S SALE**

To:

James E. Torpey  
Patricia R. Torpey (105E)  
12505 Bel-Red Road  
Bellevue WA 98005

James E. Torpey  
Patricia R. Torpey  
33781 S. Shore Dr  
Mt Vernon WA 98273

Karl F. Hausmann  
Attorney of Record for:  
Cascade Bank  
vs Dean C. Jackson  
P O Box 5397  
Everett WA 98206

James E. Torpey  
Patricia R. Torpey  
1449 180<sup>th</sup> Ave NE  
Bellevue WA 98008

Occupant  
33781 S. Shore Dr  
Mt Vernon WA 98273

Paul A. Spencer  
Attorney of Record for:  
Mercer & Diana Tindall  
999 3<sup>rd</sup> Ave. #4750  
Seattle WA 98104

Patrick J. Layman, Michael A. Padilla,, Krista L. White  
Bishop, Lynch and White, P.S. Attorney of Record for:  
Household Finance vs Dean Jackson & Jane Doe Jackson  
720 Olive Way, #1301, Seattle WA 98101-1834

I.

*Notice is hereby given* that the undersigned Trustee will on the **20th of June, 2003**, Friday, at the hour of **12:00 p.m., on the front steps at Skagit County Courthouse, 205 West Kincaid, Mount Vernon, Washington 98273930 [telephone 360-424-4567]**, 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:

Lot 119, Block 1 and Lot 80, Block 3, "Lake Cavanaugh subdivision, Division "2" according to plat thereof recorded in Volume 5 of Plats, pages 49 to 54 inclusive, records of Skagit County, State of Washington

**Skagit County Tax Assessor's Parcel No. P66597, APN 3938-001-119-0007 and**  
**Skagit County Tax Assessor's Parcel No. P66731, APN 3938-003-080-0008**

Property Address: 33781 S Shore Dr., Mt Vernon Washington 98273

and personal property described therein.



which is subject to that certain Deed of Trust dated April 1, 2002, recorded on May 6, 2002 under Auditor's File No. 200205060248, records of Skagit County, Washington from James E. Torpey and Patricia R. Torpey, as Grantor, to [Douglas G. Anderson, original Trustee], Wall Street Brokers, Inc., a Washington corporation, as Successor Trustee, to secure an obligation in favor of Nicholas Janssen.

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:

	Currently due to reinstate on 03/17/03	Estimate amount that will be due to reinstate on 06/09/03
Delinquent payments \$2,100.00 a month from 12/1/02	\$8,400.00	\$14,700.00
Accrued Late Charges Late Charges \$105/mo.	\$ 105.00	\$ 105.00
Late Charges @ \$105/mo.	\$ 420.00	\$ 735.00
Parcel P66507 2002 Real Property Tax including penalties through 3/31/03	\$2,023.19	
Parcel P66507 2002 Real Property Tax including penalties through 6/30/03		\$2,072.94



continued...

	Currently due to reinstate on 03/17/03	Estimate amount that will be due to reinstate on 06/09/03
Parcel P66507 1 <sup>st</sup> ½ 2003 Real Property Tax with penalties through 6/30/03		\$ 894.04
Parcel P66731 2002 Real Property Tax including penalties through 3/31/03	\$ 235.78	
Parcel P66731 2002 Real Property Tax including penalties through 6/30/03		\$ 241.58
Parcel P66731 1 <sup>st</sup> ½ 2003 Real Property Tax with penalties through 6/30/03		\$ 104.32

Estimated amounts

Attorney's Fees	+1,000.00	+1,500.00
Trustee's & Foreclosure Fees	+1,000.00	+1,500.00
Trustee's Expenses:		
a. Title Report	+ 300.75	+ 300.75
b. Recording Fees	+ 20.00	+ 45.00
c. Posting, Serving Notices	+ 180.00	+ 180.00
d. Postage	+ 39.00	+ 43.00
e. Copying	+ 20.50	+ 20.50
f. Delivery	+ 72.00	+ 72.00
g. Long Distance Telephone	+ 12.00	+ 12.00
h. Trust Accounting Fee(s)	+ 100.00	+ 150.00
i. Publication	+ 800.00	+1,600.00
j. Trustee's Sale Representative	+ 150.00	+ 150.00
k. Property Inspection	+ 100.00	+ 100.00

<b>Totals</b>	<b>\$14,978.22</b>	<b>\$24,526.13</b>
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IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal **\$32,936.44** together with interest as provided in the note (10% default rate) or other instrument secured from the November 21, 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 **20<sup>th</sup> of June, 2003**. The default referred to in Paragraph III must be cured by the **9<sup>th</sup> day of June, 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 **9<sup>th</sup> day of June, 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 **9<sup>th</sup> day of June, 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, Grantor and Guarantor, if any, at the following addresses:

James E. Torpey  
Patricia R. Torpey (105E)  
12505 Bel-Red Road  
Bellevue WA 98005

James E. Torpey  
Patricia R. Torpey  
33781 S. Shore Dr  
Mt Vernon WA 98273

James E. Torpey  
Patricia R. Torpey  
1449 180<sup>th</sup> Ave NE  
Bellevue WA 98008

Occupant  
33781 S. Shore Dr  
Mt Vernon WA 98273

by both first class and certified mail on the **11<sup>th</sup> day of February, 2003**, 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 **12<sup>th</sup> day of February, 2003** 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
- (2) 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.

Dated this 14<sup>th</sup> day of March, 2003

*Lorelei Stevens*

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 14<sup>th</sup> day of March 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.

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

GLORIA RAE CHECK  
STATE OF WASHINGTON  
NOTARY---PUBLIC  
MY COMMISSION EXPIRES 6-08-04