

When recorded return to:

Craig Sjoström
411 Main Street
Mount Vernon, Washington 98273



200303260142
Skagit County Auditor

3/26/2003 Page 1 of 4 11:45AM

Grantor: Craig Sjoström, Successor Trustee
Grantees: Trevor Smith & Theresa Smith, h/w, Grantors under the Deed of Trust
Legal Description: Sec. 14, Twn. 35 Range 6; ptn Govt. Lot 1
Assessor's Property Tax Parcel or Account No.: P73897
Reference Nos of Documents Assigned or Released: 200202200077

NOTICE OF TRUSTEE'S SALE

RCW 61.24

TO: TREVOR SMITH
THERESA SMITH
P.O. Box 434
Hamilton, WA 98255

Grantor

TREVOR SMITH
THERESA SMITH
600 Hamilton Ave.
Hamilton, WA 98255

AND TO:

WHATCOM EDUCATIONAL CREDIT UNION
c/o Weinstein, Fischer Riley Erickson & Wolf, P.S.
2101 4th Ave., Suite 900
Seattle, WA 98121

Judgment creditor per judgment entered on
November 21st, 1997, in the principal amount of
\$5,800.92, plus costs and interest if any, under
Skagit County, WA Cause No. 97-2-01442-8,
Judgment No. 97-9-01392-3

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on July 11th, 2003, at the hour of 10:00am, at the front entrance of the Skagit County Courthouse, 205 Kincaid St., Mount Vernon, Skagit County, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Skagit County, Washington, to wit:

That portion of Government Lot 1, Section 14, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northwest corner of Lot 10, Block 4, "SUPPLEMENTAL PLAT OF CUMBERLAND ADDITION TO HAMILTON, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 96, records of Skagit County, Washington; thence Westerly along the

South line of Hamilton Street, if extended West from said addition, a distance of 149 feet to the true point of beginning; thence continuing along said South line a distance of 149 feet; thence Southerly at right angles from said South line of Hamilton Street a distance of 118 feet; thence Easterly parallel with the said South line of Hamilton Street a distance of 149 feet; thence Northerly parallel to and 149 feet West of the West line of the said Lot 10, 118 feet to the point of beginning.

Such property commonly known as 600 Hamilton St., Hamilton, Wash., which is subject to that certain Deed of Trust dated the 12th day of February, 2002, recorded on the 20th day of February, 2002, under Auditor's File No. 200202200077, records of Skagit County, Washington, from Trevor Smith and Theresa Smith, husband and wife, as Grantor, to First American Title Insurance Co., a California corporation, as Trustee, to secure an obligation in favor of The Estate of Jim M. Pierce and Sharlotte F. Pierce, husband and wife, as Beneficiary. The undersigned has been appointed Successor Trustee, per instrument dated January 17th, 2003 and recorded on January 21st, 2003 under Auditor's File No. 200301210258.

2. 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 Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

3. The defaults for which this foreclosure is made are as follows:

a. Non-monetary defaults:

1) Failure to pay real property taxes for tax years 2002 and first ½ 2003.

b. Failure to pay when due the following amounts which are now in arrears:

| | | |
|---------------------|--|-------------------|
| 1) | Balance of payment due May 20th, 2002 | \$9.20 |
| 2) | Monthly payments of \$400.00 each from the payment due on June 20th, 2002 to date: | \$4,000.00 |
| 3) | Balloon payment due July 31st, 2002 | \$2,500.00 |
| 9) | Late charges on payments received more than 15 days following the due date: | \$180.00 |
| TOTAL: | | \$6,689.20 |

1. The principal sum owing on the obligation secured by the Deed of Trust is \$40,002.28, together with interest as provided in the note or other instrument secured from January 20th, 2003 and such other charges, costs and fees as are due under the note or other instrument secured, and as are provided by statute.

2. The above described real property will be sold to satisfy the expense of sale and 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 July 11th, 2002. The defaults referred to in Paragraph 3 must be cured by July 1st, 2003 to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before July 1st, 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 any time after July 1st, 2003, and before the sale by the Borrower or 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



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defaults.

3. A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower or Grantor or the Grantor's successor in interest at the following addresses:

TREVOR SMITH
THERESA SMITH
P.O. Box 434
Hamilton, WA 98255

TREVOR SMITH
THERESA SMITH
600 Hamilton Ave.
Hamilton, WA 98255

by both first class and certified mail on January 28th, 2003, proof of which is in the possession of the Trustee; and the Borrower and the written notice of default was posted in a conspicuous place on the real property described in paragraph 1 above, and the Trustee has possession of proof of such service or posting.

4. 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.
5. 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.
6. 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.
7. **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 proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.
8. The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues or other information about the real property being foreclosed must obtain all such information independently.

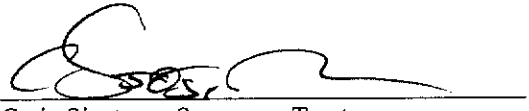
12. **FAIR DEBT COLLECTION PRACTICE ACT NOTICE**

Any information obtained from the debtor will be used for the purpose of collecting the debt.

DATED: March 25th, 2003



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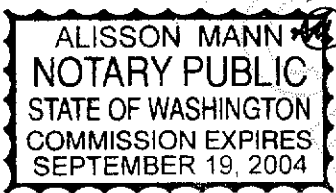


Craig Sjostrom, Successor Trustee
Attorney at Law
411 Main Street
Mount Vernon, WA 98273

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Craig Sjostrom is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: March 25th, 2003





ALISSON MANN, Notary Public
Residing at: Cumano Island, WA
My appointment expires 09/19/2004



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