

Filed for Record at Request of:

Zylstra Beeksma Waller & Dale, P.L.L.C.
791 S. E. Barrington Drive
Oak Harbor, WA 98277



200303270142
Skagit County Auditor

3/27/2003 Page 1 of 4 12:02PM

LAND TITLE COMPANY OF SKAGIT COUNTY
105191

NOTICE OF TRUSTEE'S SALE

TO: The Public
RE: Silk

I. NOTICE IS HEREBY GIVEN that Zylstra Beeksma Waller & Dale, P.L.L.C., Successor Trustee, will on **July 11, 2003**, at the hour of 10:00 o'clock a.m., at the United States Post Office in the City of Anacortes, 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 County, State of Washington, to-wit:

Lot 2, Skagit County Short Plat No. 91-08, approved April 9, 1991 and recorded April 11, 1991 under Auditor's File No. 9104110050, in Volume 9 of Short Plats, page 346, being a portion of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 35 North, Range 5 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across that certain 60 foot private road designated as Kretz Lane on the face of said Short Plat. Situate in the County of Skagit, State of Washington.

Tax Parcel No. 350533-4-009-0500 (P96017)

which is subject to that certain Deed of Trust dated July 27, 2000, recorded August 14, 2000, under Auditor's File No. 200008140157, records of Skagit County, Washington, from Terry M. Silk, as Grantor, to Land Title Co., as Trustee, to secure an obligation in favor of InterWest Bank nka Pacific Northwest Bank who was the original Beneficiary or, due to assignment is now the current Beneficiary.

Tender of payment or performance must be made to:

ZYLSTRA BEEKSMA WALLER & DALE, P.L.L.C. - Trustee
791 S.E. BARRINGTON DRIVE
OAK HARBOR, WA 98277
(360) 675-5955

II. 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.

III. The default(s) for which this foreclosure is made is/are as follows:

- a) Failure to pay when due the following amounts which are now in arrears: Monthly payments: \$6,151.30; Late Charges: \$130.23; Attorney Fees & Costs Incurred in Collection and Foreclosure Efforts: \$2,272.22; Property Inspection: \$65.00.
- b) Plus any additional payments and/or late charges which may become due.

The real property taxes for 2002 were not paid as required by the Promissory Note and Deed of Trust. The estimated amount in arrears is \$2,192.22 plus interest and penalties.

IV. The sum owing on the obligation secured by the Deed of Trust is:

Principal balance of \$157,359.25, together with interest as provided in the note or other instrument secured from October 1, 2002, a Negative Escrow Balance of \$228.85, 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 July 11, 2003. The default(s) referred to in paragraph III must be cured by June 30, 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 June 30, 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 any time after June 30, 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 the 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:

Terry M. Silk
26693 Paramount Lane
Sedro Woolley, WA 98284

Terry M. Silk
26689 Paramount Lane
Sedro Woolley, WA 98284

by both first class and certified or registered mail on February 5, 2003, proof of which is in the possession of the Trustee; the written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above on February 7, 2003, 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 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 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. 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 proceedings under the unlawful detainer act, Chapter 59.12 RCW.



XI. FAIR DEBT COLLECTION PRACTICES ACT NOTICE: Zylstra Beeksma Waller & Dale, P.L.L.C. is attempting to collect a debt and any information obtained will be used for that purpose.

DATED: March 26, 2003.

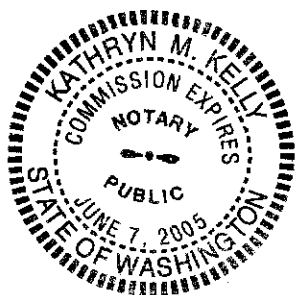

Kenton L. Dale
ZYLSTRA BEEKSMA WALLER & DALE, P.L.L.C.,
TRUSTEE

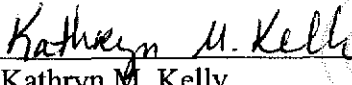
Address: 791 S. E. BARRINGTON DRIVE
OAK HARBOR, WA 98277
Telephone: (360) 675-5955 or 675-2226

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

On this day personally appeared KENTON L. DALE, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged 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 on March 26, 2003.




Kathryn M. Kelly
Notary Public
My Appointment Expires: 6/7/05



200303270142
Skagit County Auditor