



200305020001

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

Land Title Company
Order No. 106104-P

106104
LAND TITLE COMPANY OF SKAGIT COUNTY

NOTICE OF TRUSTEE'S SALE

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

Grantees: Arthur B. Normand and Julia R. Normand, husband and wife

Abbreviated Legal: Lot 31 & 32, Blk 48 1st Add to Sedro
Skagit County Tax Parcel No. **41500480320001 – P75888**

Full legal on page 2 of this document

Johnny R. Gilland
Jennifer L. Gilland
106 Talcott Street
Sedro Woolley WA 98284

Occupant
106 Talcott Street
Sedro Woolley WA 98284

City of Sedro-Woolley
720 Murdock Street
Sedro Woolley WA 98284

I.

*Notice is hereby given that the undersigned Trustee will on the 8th day of August, 2003, Friday, at the hour of 10:00 a.m., at **Skagit County Courthouse, 205 West Kincade, Mount Vernon, WA 98273, on front steps**, 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 31, except the E 5 feet thereof, and all of Lot 32, Block 48, "First Addition to the town of Sedro in Skagit County, Washington", as per plat recorded in Volume 3 of Plats, page 29, records of Skagit County, State of Washington – Situate in the County of Skagit, State of Washington

Property Address: 106 Talcott Street, Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust described as follows:

Reference: Deed of Trust dated July 7, 2000 and recorded July 19, 2000 as Skagit County Auditor's File No. 200007190042

Deed of Trust Grantor: Johnny R. Gilland and Jennifer L. Gilland, husband and wife

Original Deed of Trust Beneficiary: Julia R. Normand

Original Trustee: First American Title of Skagit County

Successor Trustee: Wall Street Brokers, Inc., a Washington corporation

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 that are now in arrears:

	Currently due to reinstate on 05/02/03	Estimate amount that will be due to reinstate on 7/28/03 (11 days before the date set for sale)
Monthly payments at \$608.58 each commencing with the 06/18/02 payment	\$ 6,694.38	\$ 8,520.12

Late Charges:

Late charge of \$36.51 for each monthly payment not paid within 15 days of its due date	\$ 401.61	\$ 474.63
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...continued

	Currently due to reinstate on 05/02/03	Estimate amount that will be due to reinstate on 7/28/03 (11 days before the date set for sale)
2002 Real Property Taxes Including penalties & interest	\$1,164.93	\$1,183.72
1 st ½ 2003 real property tax including interest & penalties	\$ 504.85	\$ 554.34
City of Sedro-Woolly Sewerage Lien	\$ 707.93	\$ 707.93
Garbage Lien	\$ 366.43	\$ 366.43

Trustee's Expenses:

a. Trustee's Foreclosure Fees	\$1,500.00	\$1,500.00
b. Title Guarantee	\$ 415.03	\$ 415.03
c. Recording Fees	\$ 38.00	\$ 61.00
d. Legal Notices Service	\$ 75.00	\$ 150.00
e. Postage	\$ 46.94	\$ 46.94
f. Copies	\$ 18.00	\$ 21.00
g. Long Distance	\$ 7.50	\$ 7.50
h. Publication	\$ 500.00	\$1,000.00
i. Trust Accounting Fee	\$ 100.00	\$ 100.00
j. Trustee's Sale Representative	\$ 100.00	\$ 100.00
k. Attorney Fees	\$ 500.00	\$ 500.00
<u>Totals</u>	<u>\$13,240.60</u>	<u>\$15,908.64</u>

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



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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 **\$55,921.58** together with interest as provided in the note (18% default rate) or other instrument secured from the **May 18, 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 **8th day of August, 2003**. The default referred to in Paragraph III must be cured by the **28th day of July, 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 **28th day of July, 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 **28th day of July, 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:

Johnny R. Gilland
Jennifer L. Gilland
106 Talcott Street
Sedro Woolley WA 98284

Occupant
106 Talcott Street
Sedro Woolley WA 98284

Johnny R. Gilland
Jennifer Gilland
224 Northern Avenue
Sedro Woolley WA 98284

by both first class and certified mail on the 29th day of March, 2003, proof of which is in the possession of the Trustee and the Borrower and/or Grantor and/or Guarantor, if any, were personally serviced on the 30th of March, 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 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 restrain 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 2nd day of May, 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 2nd day of May, 2003, I certify 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

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

