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AFTER RECORDING RETURN TO:

BRADLEY BOSWELL JONES 5440 California Ave. SW 98136 SEATTLE WA

REFERENCE # 9607170020

GRANTOR(S): (1) Richard Lee (2) MaryAnn Lee

GRANTEE(S): First Interstate Bank of Washington, NA nka Wells Fargo Bank, NA LEGAL DESCRIPTION: LOTS 9 AND 10, BLOCK 8 SUPPLEMENTAL PLAT OF CUMBERLAND ADDITION TO HAMILTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 96, RECORDS OF SKAGIT COUNTY, WASHINGTON

ASSESSOR'S TAX PARCEL ID#: 4118-008-010-0002

NOTICE OF TRUSTEE'S SALE PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, ET.SEQ.

TO: RICHARD LEE & MARYANN LEE, PO BOX 445, HAMILTON, WA 98255

TO: OCCUPANTS, 485 NOBLE STREET, HAMILTON, WA 98255

THIS DOCUMENT IS SENT FOR THE PURPOSE OF COLLECTING A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Τ.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 1ST day of August, 2003 at the hour of 10:00 o'clock, A.M., Skagit County Superior Courthouse, 3rd & Kinkaid, in the City of Mt. Vernon, 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 (ies) of Skaqit State of Washington, to-wit:

LOTS 9 AND 10, BLOCK 8 SUPPLEMENTAL PLAT OF CUMBERLAND ADDITION TO HAMILTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 96, RECORDS OF SKAGIT COUNTY, WASHINGTON

(commonly known as 485 NOBLE STREET, HAMILTON, WA 98255) which is subject to that certain Deed of Trust dated July 11, 1996, recorded July 17, 1996, under Auditor's File No. 9607170020, records of Skagit County, Washington, from Richard W. Lee and Maryann Lee as Grantor, to First Interstate Bank of Oregon as Trustee, to secure an obligation in favor of First Interstate Bank of Washington, NA as Beneficiary, n/k/a Wells Fargo Bank, NA as a result of merger.

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 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:

(If default is for other than payment of money, set forth the particulars)

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

Monthly Payment:

8 monthly payments of \$244.74 each; (9-10-02through 4-28-03 \$1975.92

Late Charges:

8 late charges of \$8.73 for each monthly payment not made within 5 days of its due date. \$69.88

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$2044.91

The sum owing on the obligation secured by the Deed of Trust is: Principal \$19,222.68, together with interest as provided in the note or other instrument secured from the 17th day of July, 1996 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 1st day of August 2003. The default(s) referred to in paragraph III must be cured by the 21st day of July, 2003 to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 21st day of July, 2003, 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 the 21st day of July, 2003 and before the sale by the Grantor or the Grantor's successor in interest 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 Grantor or the Grantor's successor in interest at the following address:

Name

Address

RICHARD LEE & MARYANN LEE, PO BOX 445, HAMILTON, WA 98255 OCCUPANTS, 485 NOBLE STREET, HAMILTON, WA 98255

by both first class and either registered or certified mail on the 27th day of March, 2003, proof of which is in the possession of the

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Trustee; and the Grantor or the Grantor's successor in interest was personally served on the <u>6th</u> day of <u>April</u>, 20<u>03</u>, 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 1 above, 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 if, 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 objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard objection 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.

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.

DATED: 29 April D

BRADLEY BOSWELL JONES, Successor Trustee

Address: 5440 California Ave. SW

Seattle WA 98136

Telephone: 206/935-1501 Fax: 206/935-1505

On this day personally appeared before me BRADLEY B. JONES, 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.

GAVEN under my hand and official seal this 21 day of

2002.

NOTARY PUBLIC in and for the

State of Washington,

residing at **Editorial**My commission expires: 4-9-03

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