

RECORDING REQUESTED BY



200305070112

Skagit County Auditor

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FIDELITY NATIONAL TITLE AND WHEN RECORDED MDS TO:

Fidelity National Title
17682 Beach Blvd, Suite 204
Huntington Beach, CA 92647

35100V6

CHICAGO TITLE CO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CG 25641

TS No: 2548

Loan No: 30210330 APN: 3910-000-013-0305

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

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee* will on 8/8/2003, at 10:00 AM at AT THE MAIN ENTRANCE OF THE SUPERIOR COURTHOUSE 205 W. KINCAID STREET, MT VERNON, WA sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of Skagit, State of Washington, to-wit:

*Fidelity National Title

Parcel A:

The North 150 Feet of the West 200 Feet of Lot 13, "Everett's fertile Acres", according to the plat recorded in volume 7 of plats, pages 16 and 17, records of Skagit County, Washington.

Parcel B:

An easement for road and utility purposes over the East 20 feet of the south 270 feet of Lot 12 of "Everette's Fertile Acres", according to the plat recorded in Volume 7 of plats, pages 16 & 17, records of Skagit County, Washington.

All situated in Skagit County, Washington.

Commonly known as:

44291 North Leonard Road
Concrete, WA 98237

which is subject to that certain Deed of Trust dated 7/14/1998, recorded 7/23/1998, under Auditor's File No. 9807230090, in Book --, Page -- records of Skagit County, Washington, from Lori R. Bertapelle an unmarried woman as her sole and separate property, as Grantor(s), to First American Title Insurance Company, as Trustee, to secure an obligation in favor of Southern Pacific Funding Corporation, A California Corporation, as Beneficiary, the beneficial interest in which was assigned by Southern Pacific Funding Corporation, A California Corporation to Mortgage Electronic Registration Systems, Inc..

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 or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

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

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

PAYMENT INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
11/1/2002	5/6/2003	7	\$262.78	\$1,839.46

LATE CHARGE INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
11/1/2002	5/6/2003	6	\$120.78

PROMISSORY NOTE INFORMATION

Note Dated:	7/14/1998
Note Amount:	\$40,600.00
Interest Paid To:	10/1/2002
Next Due Date:	11/1/2002

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$33,947.01, together with interest as provided in the Note from the 10/1/2002, and such other costs and fees 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 8/8/2003. The defaults referred to in Paragraph III must be cured by 7/28/2003, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 7/28/2003 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 7/28/2003 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

VI. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

<u>NAME</u>	<u>ADDRESS</u>
Lori R. Bertapelle an unmarried woman as her sole and separate property	44291 North Leonard Road, Concrete, WA 98237 & P.O. Box 381, Concrete, WA 98237

OCCUPANTS SAME ADDRESS AS ABOVE (property address only)

by both first class and certified mail on 3/20/2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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.



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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 objections to this 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.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: May 06, 2003



Fidelity National Title , as trustee

Address for service:
Fidelity National Title
3500 188th St SW #300
Lynwood, WA 98037

State of California) ss.
County of **ORANGE**

On 5/6/2003, before me, **Jeri Smeltzer**, a Notary Public in and for said County and State, personally appeared **ANDY FRAGASSI** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 