



200305160020

Skagit County Auditor

5/16/2003 Page 1 of 6 9:36AM

AFTER RECORDING RETURN TO:

BISHOP, LYNCH & WHITE, P.S.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
Ref: Zepeda, 587-x1774.01

FIRST AMERICAN TITLE CO.

73735

Reference Number(s) of Documents assigned or released: 200103020073

Grantor: Bishop, Lynch & White, P.S.

Grantee: The Public/Manuel Zepeda and Jesus Zepeda Wife and Husband

Assessor's Property Tax Parcel/Account Number(s): P72363

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

#### NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on August 15, 2003 at 10:00 a.m. inside the front entrance of the Skagit County Courthouse located at 2nd and Kincaid in the City of Mt. Vernon, State of Washington, 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;

See Legal Description attached hereto as Exhibit "A" and incorporated herein by this reference.

**PIN LOT 1, BLK 137, FIRST TO BURLINGTON**  
(commonly known as 11312 North Skagit Street aka 1120 B Huff Road, Burlington, WA 98233)

which is subject to that certain Deed of Trust dated February 26, 2001, recorded March 2, 2001, under Auditor's File No. 200103020073, records of Skagit County, Washington, from Manuel Zepeda and Jesus Zepeda Wife and Husband, as Grantor, to First American Title, as Trustee, to secure an obligation in favor of Centex Home Equity Corporation as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

II

Notice of Trustee's Sale (Continued)

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 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:

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

**Monthly Payments:**

Delinquent monthly payments from December 2, 2002 through May 2, 2003

6	Payment(s) at	\$893.73	\$5,362.38
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**Late Charges:**

6	Late Charge(s) at	\$44.69	
	for each monthly payment not		
	made within 10 days of its due		268.14
	date:		

Past Due Late Charges	536.28
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<b>TOTAL</b>	<b>\$6,166.80</b>
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ii) **Default**                      **Description of Action Required to Cure and Documentation Necessary to Show Cure**

2003 General Taxes Delinquent	Evidence/Proof must be provided that the delinquency has been brought current.
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IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$88,014.55, together with interest from November 2, 2002, as provided in the note or other instrument, 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 August 15, 2003. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, or other defaults must be cured by August 4, 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 August 4, 2003 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are 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 August 4, 2003 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded



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Notice of Trustee's Sale (Continued)

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 Borrower and Grantor at the following address(es):

See Exhibit " B" attached hereto and incorporated herein by this reference.

by both first class and certified mail on April 15, 2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 15, 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.

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



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Notice of Trustee's Sale (Continued)

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: May 9, 2003

Trustee

Bishop, Lynch & White, P.S., Successor

By: David Powell, web #23870

Address: BISHOP, LYNCH & WHITE, P.S.  
720 Olive Way, #1301  
Seattle, WA 98101-1801  
Telephone: (206) 622-7527

State of Washington )

County of King )

ss.

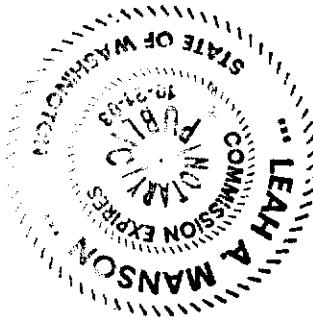
On this 9 day of May, 2003, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, Lynch & White, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Leah Manson  
Printed Name: Leah Manson

NOTARY PUBLIC in and for the State  
of Washington My Appt. Exp:  
10-21-03

Zepeda, 587-x1774.01  
FORBASE\ALLNSDOC.FRM REV 5/7/03



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EXHIBIT A

That portion of Lot 1, Block 137, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington, described as follows:

Beginning at the most Northerly corner of Lot 1 of said Block 137; thence South 0 degrees 19'30" West along the East line of said Lot 1, a distance of 270.0 feet to the true point of beginning for this description; thence South 89 degrees 34'30" West parallel with the South line of said Lot 1, a distance of 170 feet, more or less, to the Westerly line of said Lot 1; thence Southwesterly along the said Westerly line of said Lot 1 a distance of 77.5 feet, more or less, to a point on the South line of the North 345 feet of said Lot 1; thence North 89 degrees 34'30" East, a distance of 89.5 feet, more or less, to the Southwest corner of that certain tract of land conveyed to Elliott Johnson and Eileen Johnson, husband and wife, by Deed recorded under Auditor's File No. 646076, records of Skagit County, Washington; thence North 0 degrees 19'30" East along the West line of said Johnson Tract 60 feet; thence North 89 degrees 34'30" East along the North line of said Johnson Tract, a distance of 100.0 feet to the West line of Skagit Street; thence North 0 degrees 19'30" East along the West line of Skagit Street, 15.0 feet to the true point of beginning.



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**EXHIBIT B**

**Manuela Zepeda**  
11312 North Skagit Street aka 1120 B Huff Road  
Burlington, WA 98233

**Jesus Zepeda**  
11312 North Skagit Street aka 1120 B Huff Road  
Burlington, WA 98233

**Occupants of the Premises**  
11312 North Skagit Street aka 1120 B Huff Road  
Burlington, WA 98233

FORB/SEI/ALLNDDOC.FRM REV. 4/14/03

