

7/14/2003 Page

1 of

5 11:18AM

AFTER RECORDING RETURN TO:

BISHOP, LYNCH & WHITE, P.S. 720 Olive Way, Suite 1301 Seattle, WA 98101 Ref: Peters, 587-X2178.01

FIRST AMERICAN TITLE CO.

Reference Number(s) of Documents assigned or released: 200201170070

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

Grantee: The Public/JOHN PETERS AND STEPHANIE D. SCHOOLER AS JOINT TENANTS

Assessor's Property Tax Parcel/Account Number(s): P75366

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

Ι

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on October 17, 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;

LOT 16, AND THE EAST 1/2 OF LOT 17, BLOCK 9, "PLAT OF TOWN OF SEDRO", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

(commonly known as 610 Jamison aka 610 Jameson Ave., Sedro Woolley, WA 98284)

which is subject to that certain Deed of Trust dated November 16, 2001, recorded January 17, 2002, under Auditor's File No. 200201170070, records of Skagit County, Washington, from JOHN PETERS AND STEPHANIE D. SCHOOLER AS JOINT TENANTS, as Grantor, to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of CENTEX HOME EQUITY COMPANY, LLC as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 February 1, 2003 through July 1, 2003

6 Payment(s) at

\$1,224.68

\$61.23

\$7,348.08

Late Charges:

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

367.38

Accrued Late Charges

612.30

TOTAL

\$8,327.76

ii) Default

Description of Action Required to Cure and Documentation Necessary to Show Cure

Delinquent general taxes, if any; Municipal assessments, if any; Off record or other assessments, if any; Liens, if any

Proof of Payoff

Evidence/Proof must be provided that the delinquency has been brought current.

ΙV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$114,414.58, together with interest from January 1, 2003, 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 October 17, 2003. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, or other defaults must be cured by October 06, 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 October 06, 2003 (11 days before the sale date) the default(s) as set

Notice of Trustee's Sale (Continued)

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 October 06, 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

A written notice of default was transmitted by the beneficiary or Trustee to the Borrower and Grantor at the following address(es):

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

by both first class and certified mail on June 12, 2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on June 12, 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

200307140163 Skagit County Auditor

7/14/2003 Page 3 of 511:18AM

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: July 14, 2003

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

Trustee

By:_

David Powell

Address: BISHOP, LYNCH & WHITE, P.S.

720 Olive Way, #1301 Seattle, WA 98101-1801 Telephone: (206) 622-7527

State of Washington

County of King

ុនន.

On this 14th day of July, 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.

Printed Name: Ty

Tyler Hamilton

NOTARY PUBLIC in and for the State of Washington My Appt. Exp: 7-9-05

Peters, 587-X2178.01 FORBASENALINSDOC.FRM REV 7/7/03

> 200307140163 Skagit County Auditor

7/14/2003 Page

4 of

511:18AM

EXHIBIT A

John Peters 610 Jamison aka 610 Jameson Ave. Sedro Woolley, WA 98284

Stephanie D. Schooler 610 Jamison aka 610 Jameson Ave. Sedro Woolley, WA 98284

Occupants of the Premises 610 Jamison aka 610 Jameson Ave. Sedro Woolley, WA 98284

John Peters 700 N Reed St. Unit 84 Sedro Woolley, WA 98284

Stephanie D. Schooler 700 N Reed St. Unit 84 Sedro Woolley, WA 98284

Jane Doe Peters Spouse of John Peters 610 Jamison aka 610 Jameson Ave. Sedro Woolley, WA 98284

John Doe Schooler Spouse of Stephanie D. Schooler 610 Jamison aka 610 Jameson Ave. Sedro Woolley, WA 98284

Jane Doe Peters Spouse of John Peters 700 N Reed St. Unit 84 Sedro Woolley, WA 98284

John Doe Schooler Spouse of Stephanie D. Schooler 700 N Reed St. Unit 84 Sedro Woolley, WA 98284 FORBASE\ALLNDDOC.FRM REV. 6/12/03 200307140163

Skagit County Auditor

7/14/2003 Page

5 of

5 11:18AM