

WHEN RECORDED MAIL TO:  
LandAmerica Default Services  
P.O.Box 25088  
Santa Ana, CA 92799



200307150143  
Skagit County Auditor  
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FIDELITY NATIONAL TITLE - NDS

T.S. #: F03662CR / WA Loan #: 0800498149 / 0002 Title #: 3510735  
**CHICAGO TITLE CO.**  
CG27487 ✓

**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 10/17/2003 at 10:00AM at AT THE MAIN ENTRANCE TO 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:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Commonly known as: **26813 OLD DAY CREEK ROAD, SEDRO WOOLLEY, WA 98284**  
APN: **350533-4005-0200**

which is subject to that certain Deed of Trust dated 01/19/1999, Recorded on January 27, 1999, Instrument No. 9901270050, records of Skagit County, Washington, from RODNEY P. FARRELL AND BARBARA A. FARRELL, HUSBAND AND WIFE, as Grantor(s), to FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of ACCUBANC MORTGAGE CORPORATION, A CORPORATION, as Beneficiary, the beneficial interest of which was assigned to BANK ONE, NATIONAL ASSOCIATION, F/K/A THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE, records of Skagit County, Washington.

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

III.

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

Total Payments from 03/01/2003	\$7,684.85
Total Late Charges	\$199.52
Lender Adjustment	\$-50.99
Est. Foreclosure Fees and Costs	\$1,587.89
<b>TOTAL DUE AS OF July 11, 2003</b>	<b>\$9,421.27</b>

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$105,388.59, together with interest as provided in the Note from 02/01/2003, 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. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on 10/17/2003. The default(s) referred to in Paragraph III must be cured by 10/06/2003 (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 10/06/2003 (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. 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 10/06/2003 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance by 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 or the Grantor's successor in interest at the following address(es):

**Rodney Farrell**  
26813  
Old Day Creek Road  
Sedro Woolley, WA 98284

**Barbara Farrell**  
26813 Old Day Creed Road  
Sedro Woolley, WA 98284

by both first class and certified mail on June 3, 2003 proof of which is in the possession of the Trustee; and said written Notice of Default was posted in a conspicuous place 06/05/2003 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.



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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 20<sup>th</sup> 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 20<sup>th</sup> 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: July 11, 2003

Lawyers Title Insurance Corporation

*Handwritten signature of Kim Fierro*

Kim Fierro, Assistant Secretary

Lawyers Title Insurance Corporation  
C/o LANDAMERICA DEFAULT SERVICES COMPANY  
P.O. Box 25088  
Santa Ana, CA 92799-5088  
(949) 885-4652 Phone Sale Line: (714) 573-1965

STATE OF California

COUNTY OF Orange

On 7/11/2003 before me the undersigned, a Notary Public in and for said county, personally appeared **Kim Fierro, Assistant Secretary** 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.

*Handwritten signature of Tina Suihkonen*  
\_\_\_\_\_  
Notary Public in and for said County and State



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**EXHIBIT 'A'**

PARCEL 1:

Lot B, SKAGIT COUNTY SHORT PLAT NO. 96-067, approved May 23, 1996, and recorded May 28, 1996, in Volume 12 of Short Plats, page 104, under Auditor's File No. 9605280006, records of Skagit County, Washington; being a portion of Lot 1, Skagit County Short Plat No. 93-078, approved January 13, 1994, and recorded January 13, 1994, in Volume 11 of Short Plats, page 52, under Auditor's File No. 9401130097, records of Skagit County, Washington; being a portion of the South Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 35 North, Range 5 East of the Willamette Meridian;

EXCEPT that portion lying Easterly of the Westerly line of the county road as it existed on November 9, 1946.

PARCEL 2:

An easement for access and utilities over a 30-foot strip running East to West across the North 30 feet of Lot A of said Skagit County Short Plat No. 96-067, being a portion of the South Half of the Northwest Quarter of the Southeast Quarter in Section 33, Township 35 North, Range 5 East of the Willamette Meridian.

ALL situated in Skagit County, Washington.

- END OF EXHIBIT 'A' -

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