

After Recording, Return to:
Winston Khan
Northwest Trustee Services, PLLC
P.O. Box 4143
Bellevue, WA 98009-4143



200307230114

Skagit County Auditor

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File No. 7066.20391/Gillogly, Richard J. and Cesaria L.

Grantors: Northwest Trustee Services, PLLC
Washington Mutual Bank

Grantee: Gillogly, Richard J. and Cesaria L.

FIRST AMERICAN TITLE CO.

74751-2

Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On **October 31, 2003**, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Skagit, State of Washington:

Tax Parcel ID No.: 3868-007-005-0005 P63114; 3868-007-007-0003 P63116; 3868-007-006-0004 P63115

Lot 5, 6 and 7, Block "G", "Cape Horn on the Skagit", as per Plat recorded in Volume 8 of Plats, Page 92 - 97, inclusive, records of Skagit County, Washington. The property includes a 79 14X70 Manufactured Home, Manufacturer Oakbrook, Serial Number O9L15846 (the "Manufactured Home"). The Manufactured Home is and shall remain installed on a foundation system as a fixture or improvement to the real estate consisting of the property and shall be permanently affixed to the real estate and not severed or removed therefrom without the prior written consent of the Beneficiary, as used herein "State" shall refer to Washington.

Commonly known as: 41712 Cape Horn Drive
Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated 05/15/98, recorded on 05/26/98, under Auditor's File No. 9805260035, records of Skagit County, Washington, from Richard Gillogly and Cesaria Gillogly, husband and wife, as Grantor, to First American, a Washington corporation, as Trustee, to secure an obligation in favor of Washington Mutual Bank, as Beneficiary.

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

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate by 07/22/03
A. Monthly Payments	\$2,765.58
B. Late Charges	\$138.30
C. Advances	\$77.00
D. Other Arrears	\$0.00
Total Arrearage	<u>\$2,980.88</u>
E. Trustee's Expenses (Itemization)	
Trustee's Fee	\$675.00
Attorneys' Fees	\$0.00
Title Report	\$315.00
Process Service	\$47.50
Statutory Mailings	\$60.00
Recording Fees	\$0.00
Publication	\$0.00
Other	\$0.00
Total Costs	<u>\$1,097.50</u>
Total Amount Due:	\$4,078.38

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT

ACTION NECESSARY TO CURE

Nonpayment of Taxes/Assessments

Deliver to Trustee written proof that all taxes and assessments against the property are paid current

Default under any senior lien

Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist

Failure to insure property against hazard

Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust

Waste

Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust

Unauthorized sale of property (Due on Sale)

Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$41,766.99, together with interest as provided in the note or other instrument secured from 01/20/03, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.



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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 31, 2003. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 10/20/03 (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 the close of the Trustee's business on 10/20/03 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 10/20/03 (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 balance of 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.

VI.

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

NAME AND ADDRESS

Richard J. Gillogly
41712 Cape Horn Drive
Sedro Woolley, WA 98284

Cesaria L. Gillogly
41712 Cape Horn Drive
Sedro Woolley, WA 98284

Richard J Gillogly
18300 Aztec Lane
Porter, TX 77365

Cesaria L. Gillogly
18300 Aztec Lane
Porter, TX 77365

by both first class and either certified mail, return receipt requested, or registered mail on 06/19/03, proof of which is in the possession of the Trustee; and on 06/22/03 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on 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 foreclosure costs and trustee's 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 right, title and interest in the above-described property.



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IX.

Anyone having any objection to the 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.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com

DATED: July 22, 2003

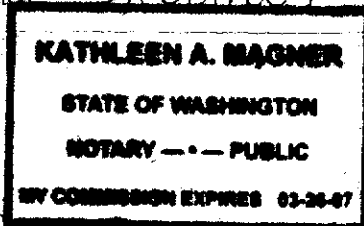
Northwest Trustee Services, PLLC, Trustee

By: Winston Khan
Authorized Signature
P.O. BOX 4143
Bellevue, WA 98009-4143
Contact: Winston Khan
(425) 586-1900

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Winston Khan is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Associate Manager / Assistant Vice President of Northwest Trustee Services, PLLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/22/2003



Kathleen A. Wagner
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue
My commission expires 3/26/07

NORTHWEST TRUSTEE SERVICES, PLLC
(FKA NORTHWEST TRUSTEE SERVICES, LLC)
P.O. BOX 4143
BELLEVUE, WA 98009-4143
PHONE (425) 586-1900
FAX (425) 586-1997

0009003625
File No: 7066.20391
Client: Washington Mutual Bank
Borrower: Gillogly, Richard J. and Cesaria L.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.



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