

Alan R. Souders  
Attorney at Law  
913 Seventh Street  
Post Office Box 1950  
Anacortes, Washington 98221



200307290116  
Skagit County Auditor

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Document Title:	NOTICE OF TRUSTEE'S SALE
Reference Numbers of Related Documents:	200212200090, 200307210319
Grantor:	ALAN R. SOUDERS
Grantees:	EDGAR M. CLEVELAND MARIA TERESA CLEVELAND
Abbreviated Legal Description:	FIDALGO MARINA CONDO, UNIT 4, TOGETHER WITH 1.80% INTEREST IN DOCK
Assessor's Tax/Parcel Numbers:	4599-000-004-0003 / P102487

## NOTICE OF TRUSTEE'S SALE

### I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 31st day of October, 2003, at the hour of 10 o'clock A.M., on the front steps of the United States Post Office located at 519 Commercial Avenue in the City of Anacortes, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

Unit 4, Fidalgo Marina Condominium, according to Declaration thereof recorded under Auditor's File No. 9302250060 and correction thereto, under Auditor's File No. 9303050032, and Survey Map and Plans thereof recorded in Volume 15 of Plats, pages 75, 76, and 77, records of Skagit County, Washington;

which is subject to that certain Deed of Trust dated December 13, 2002, recorded December 20, 2002, under Auditor's File No. 200212200090, records of Skagit County, Washington, from Edgar M. Cleveland and Maria Teresa Cleveland, as Grantors, to Douglas Title Company, as Trustee, to secure an obligation in favor of Robert Sisson, 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 Borrower's or 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:

Failure to pay when due the following amounts which are now in arrears: \$141,000.00.

### IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$141,000, 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 the 31st day of October, 2003. The default(s) referred to in paragraph III must be cured by the 20th day of October, 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 the 20th day of October, 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. The sale may be terminated any time after the 20th day of October, 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 Trustee to the Grantors and Borrowers at the following addresses:

Edgar M. Cleveland and Maria Teresa Cleveland  
P. O. Box 126  
Washougal, WA 98671

Nicholas G. Trapalis and Dawn M. Trapalis  
715 Woodwillow Drive  
Roseburg, Oregon 97470-5536

by both first class and certified mail on the 10th day of June, 2003 (to the Clevelands) and the 11th day of June, 2003 (to the Trapalises), proof of which is in the possession of the Trustee. A written notice of default was also posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such 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 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.

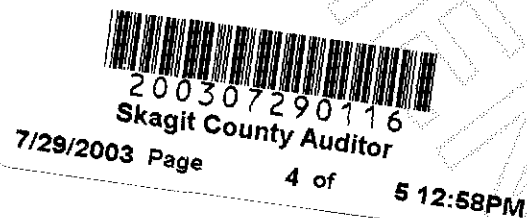
X.

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.

Alan R. Souders

Alan R. Souders, Trustee  
913 Seventh Street  
Post Office Box 1950  
Anacortes, Washington 98221  
Phone: (360) 299-3060  
Fax: (360) 293-8246

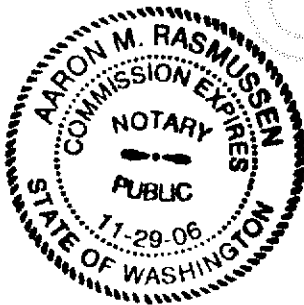


ACKNOWLEDGEMENT

STATE OF WASHINGTON       )  
                                      )       : ss  
COUNTY OF SKAGIT       )

On this day personally appeared before me ALAN R. SOUDERS, to me known to be the individual described in and who executed the foregoing document and acknowledged that he signed same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of July, 2003.



*Aaron M. Rasmussen*

Print Name: AARON M. RASMUSSEN,  
NOTARY PUBLIC in and for the State of  
Washington, residing at ANACORTES.  
My appointment expires 11-29-06.



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