

Filed for Record at Request of:
David R. Riley
Weinstein, Treiger & Riley, P.S.
2101 Fourth Avenue, Suite 900
Seattle, WA 98121



200309050123
Skagit County Auditor

9/5/2003 Page 1 of 5 12:30PM

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, *et. seq.*

TO: Joshua Tingley, an unmarried individual
Courtney E. McIntyre, an unmarried individual
2100 Pacific Place
Mt. Vernon, WA 98273

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, David R. Riley, will on the 5th day of December, 2003, at the hour of 10:00 o'clock a.m. at the Skagit County Courthouse, (address) 205 W. Kincaid Street, in the City of Mount Vernon, State of 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, legally described as follows:

LOT 13, PLAT OF CRESMOORE DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 12 OF PLATS, PAGE 16, RECORDS OF SKAGIT COUNTY,
WASHINGTON

The Real Property or its address is commonly known as: 2100 Pacific Place, Mt. Vernon, WA.

Assessor's Property Tax Parcel Account Number(s): 4376-000-013-0003

which is subject to that certain Deed of Trust dated April 10, 2000, recorded April 17, 2000, under Auditor's File No. 200004170151, records of Skagit County Washington, from Joshua Tingley, an unmarried individual and Courtney E. McIntyre, an unmarried individual, as Grantor, to First American Title Insurance Company, as Trustee, to secure an obligation in favor of Withers Construction, Inc., P.S.P., as Beneficiary.

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 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 and/or other defaults:

A. Monthly Payments (April to August, 2003):	\$2,075.00
B. Late Charges:	\$207.00
Total Arrearage:	<u>\$2,282.00</u>

**C. Trustee's Expenses
(Itemization)**

Attorney's Fees	\$500.00
Title Report	\$354.00
Process Service	\$ 60.00
Photocopies	\$ 15.00
Statutory Mailings	\$ 20.00
Recording Fees	\$ 25.00
Toll Calls	\$ 0.00
Publication	\$ 0.00
Inspection Fees	\$ 0.00
Other	\$ 0.00

Total Costs: **\$974.00**

Total Amount Due: **\$3,256.00**

Defaults other than failure to make monthly payments: None.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$31,000.00, together with interest as provided in the note or other instrument secured from the 12th day of April, 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. The sale will be made without warranty, express or implied, regarding title, possession or encumbrances on the 5th day of



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December, 2003. The default(s) referred to in paragraph III must be cured by the 24th day of November, 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 24th day of November, 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 24th day of November, 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 Borrower and Grantor at the following address:

2100 Pacific Place
Mt. Vernon, WA 98273

by both first class and certified mail on the 27th day of June, 2002, proof of which is in the possession of the Trustee; and on June 23, 2003 the Borrower and Grantor 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 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.

The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien



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position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues, or other information about the real property being foreclosed should obtain all such information independently.

**XI.
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.

**XII.
NOTICE TO GUARANTORS**

Guarantor(s) of the obligation secured by this deed of trust: (1) may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust; (2) have the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale; (3) will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and (5) in any action for a deficiency, the guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs.

DATED: August 15, 2003.



David R. Riley, Trustee
Weinstein, Treiger & Riley, P.S.
2101 Fourth Avenue, Suite 900
Seattle, WA 98121
(206) 269-3490



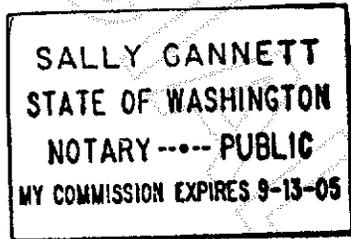
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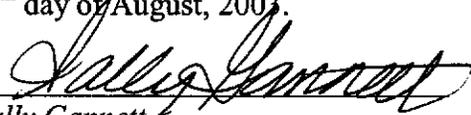
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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

GIVEN under my hand and official seal this 15th day of August, 2003.




Sally Gannett
NOTARY PUBLIC in and for the
State of Washington.
Residing at Seattle.
Commission expires: 9/13/05.



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