

When recorded return to:

Michael A. Winslow  
411 Main Street  
Mount Vernon, Washington 98273



200309230135

Skagit County Auditor

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### *Notice of Trustee's Sale*

**Grantors:** Michael A. Winslow, Successor Trustee

**Grantees:** Phillip W. Kester and Alice F. Kester, husband and wife

**Legal Description:**

Lot 145, "CEDARGROVE ON THE SKAGIT," as per Plat recorded in  
Volume 9 of Plats, pages 48 through 51, inclusive, records of Skagit  
County, Washington

**Assessor's Property Tax Parcel or Account No.:** 3877-000-145-0000/P64216

**Reference Nos of Documents Assigned or Released:** 200106070071

## NOTICE OF TRUSTEE'S SALE

PURSUANT TO RCW 61.24, ET SEQ.

TO: Phillip W. Kester and Alice F. Kester  
46152 Baker Drive  
Concrete, WA 98237

Krista L. White  
Bishop, Lynch & White, P.S.  
720 Olive Way, Suite 1301  
Seattle, WA 98101

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on January 9, 2003, at the hour of 10:00 a.m. on the first floor of the Skagit County Courthouse, 205 Kincaid St., Mount Vernon, Skagit County, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in Skagit County, Washington, to wit:

Lot 145, "CEDARGROVE ON THE SKAGIT," as per Plat recorded in Volume 9 of Plats, pages 48 through 51, inclusive, records of Skagit County, Washington

commonly known as 46152 Baker Drive, Concrete, Washington 98237, which is subject to that certain Deed of Trust dated June 1, 2001, recorded under Auditor's File No. 200106070071, records of Skagit County, Washington, from Phillip W. Kester and Alice F. Kester, husband and wife, as Grantors, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Ed Douthit and Keith Knutsen, Trustees of the Cajaja Family Trust dated June 1, 1995 and Robert F. Wedekind and Jean Wedekind, husband and wife, husband and wife, as Beneficiaries.

2. No action commenced by the Beneficiaries of the Deed of Trust or the Beneficiaries'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.

3. The defaults for which this foreclosure is made are as follows:

- a. non-monetary defaults  
Failure to maintain fire insurance on the premises in accordance with Paragraph 3 of the Deed of Trust.
- b. Failure to pay when due the following amounts which are now in arrears:

Balloon Payment due under Promissory Note  
dated June 1, 2001

\$63,328.85

Interest due on delinquent Balloon Payment  
(\$13.88 per diem) from May 6, 2003

\$1,929.32

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$65,258.17

4. The principal sum owing on the obligation secured by the Deed of Trust is \$63,328.85, together with interest as provided in the note or other instrument secured from June 1, 2001 and such other costs and fees as are due under the note or other instrument secured, and



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5. The above described real property will be sold to satisfy the expense of sale and 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 January 9, 2003. The defaults referred to in Paragraph 3 must be cured by December 30, 2003 to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before December 30, 2003, the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after December 30, 2003, and before the sale by the Borrower or 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.

6. A written Notice of Default was transmitted by the Beneficiaries or Trustee to the Borrower or Grantor or the Grantor's successor in interest at the following address:

46152 Baker Drive  
Concrete, WA 98237

by both first class and certified mail on July 29, 2003, proof of which is in the possession of the Trustee; and said written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above on August 2, 2003, and the Trustee has possession of proof of such service or posting.

7. 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.

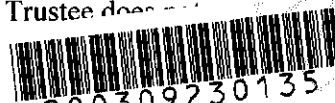
8. The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

9. 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.

#### **NOTICE TO OCCUPANTS OR TENANTS**

10. 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 proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.

11. 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 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 make any representation or warranties are made concerning the physical condition of the property or whether there are any environmental or hazardous waste liabilities or problems connected with the property.



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 must obtain all such information independently.

### FAIR DEBT COLLECTION PRACTICE ACT NOTICE

Any information obtained from the debtor will be used for the purpose of collecting the debt.

DATED: September 19, 2003.

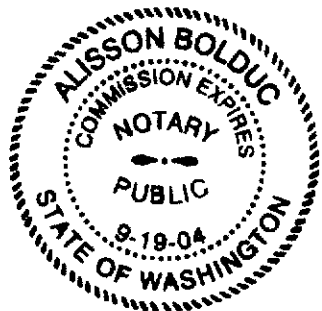


Michael A. Winslow, Successor Trustee  
Attorney at Law  
411 Main Street  
Mount Vernon, WA 98273

State of Washington    )  
                                  )ss  
County of Skagit        )

I certify that I know or have satisfactory evidence that Michael A. Winslow, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: September 19, 2003.



ALISSON BOLDUC, Notary Public  
My appointment expires 09/19/2004



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