

AFTER RECORDING RETURN TO:

MICHAEL C. MALNATI  
REED, LONGYEAR, MALNATI & AHRENS, P.S.  
801 SECOND AVENUE #1415  
SEATTLE, WA 98104



200309260188  
Skagit County Auditor

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FIRST AMERICAN TITLE CO.:

**NOTICE OF TRUSTEE'S SALE 74474**  
**PURSUANT TO THE REVISED CODE OF WASHINGTON**  
**CHAPTER 61.24, ET SEQ.**

Reference No (s): 200007170129  
Grantor(s): Reed, Longyear, Malnati & Ahrens, P.S.  
Grantee(s): 1) Price, Michael A.  
2) Price, Katherine M.  
Legal Desc.: Unit 47 "Fidalgo Marina Condominium" Unit #47, Anacortes, Washington  
Parcel No(s): Parcel A, B, C

4599-000-047-0006 P102577

TO: Michael A. Price  
PO Box 6104  
Federal Way, WA 98062

Katherine M. Price  
PO Box 6104  
Federal Way, WA 98062

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the **26TH DAY OF DECEMBER, 2003**, at the hour of 10:00 o'clock A.M. at (street address and location if inside a building) **MAIN LOBBY, SKAGIT COUNTY COURTHOUSE, 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, to-wit:

**LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A.**

[If any personal property is to be included in the trustee's sale, include a description that reasonably identifies such personal property]  
(commonly known as **Fidalgo Marina Condominium, Unit #47, Anacortes, Washington**) which is subject to that certain Deed of Trust dated **APRIL 8, 2000**, recorded **JULY 17, 2000**, under Auditor's File No. **200007170129**, records of **SKAGIT** County, Washington, from **MICHAEL A. PRICE AND KATHERINE M. PRICE, husband and wife** as Grantor, to **ISLAND TITLE COMPANY** as Trustee, to secure an obligation in favor of **VIKING COMMUNITY BANK** as Beneficiary, the beneficial interest in which was assigned to **LANCE MARVIN** under

assignment(s) recorded under Auditor's File No. **20000717029 and 200305280019**.

[Include recorded information for all counties if the Deed of Trust is recorded in more than one county, or attach exhibit]

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.

[If there is another action pending to foreclose other security for all or part of the same debt, qualify the statement and identify the action.]

III.

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

(If default is for other than payment of money, set forth the particulars)

Failure to pay when due the following amounts which are now in arrears:

Principal Balance Due in Full: \$266,291.68

Interest from March 26, 2001 (\$87.55/day): \$79,712.36

**PRINCIPAL AND INTEREST AS OF  
SEPTEMBER 24, 2003: \$346,004.04**

IV.

The sum owing on the obligation secured by the Deed of Trust is:

Principal \$266,291.68, together with interest as provided in the note or other instrument secured from the 26th day of March, 2001 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 **26TH DAY OF DECEMBER, 2003**. The default(s) referred to in paragraph III must be cured by the **15TH DAY OF DECEMBER, 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 **15TH DAY OF DECEMBER, 2003** (11 days before the sale date), the default(s) 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 **15TH DAY OF DECEMBER, 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.

**IMPORTANT: THE OBLIGATION SECURED BY YOUR DEED OF TRUST IS DUE IN FULL UNDER ITS TERMS; THEREFORE, ANY REFERENCE MADE HEREIN AUTHORIZING REINSTATEMENT IS HEREBY SUPERSEDED. IN ORDER TO CURE YOUR DEFAULT AND TERMINATE THE SALE, THE ENTIRE PRINCIPAL AND INTEREST SECURED BY THE DEED OF TRUST, PLUS COSTS, FEES, AND ADVANCES MUST BE PAID IN FULL.**

VI.

A written notice of default was transmitted by the Beneficiary or 1



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following addresses:

Michael A. Price: PO Box 6104, Federal Way WA 98063

Katherine M. Price: PO Box 6104, Federal Way WA 98063

by both first class and either registered or certified mail on the 27th day of June, 2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 4th day of July, 2003, with said written notice of default or the written notice of default was posted in 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 ground 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.

THIS NOTICE IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: September 25, 2003

REED, LONGYEAR, MALNATI, & AHRENS, P.S., Trustee

By: 

MICHAEL C. MALNATI, CEO/Treasurer

1415 Norton Building  
801 Second Avenue  
Seattle, WA 98104  
(206) 624-6271



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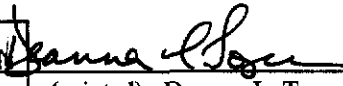
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STATE OF WASHINGTON     )  
                                          ) ss.  
County of KING            )

On this \_\_\_\_\_ day of September, 2003, before me personally appeared MICHAEL C. MALNATI, to me known to be the CEO/Treasurer of Reed, Longyear, Malnati & Ahrens, P.S., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

DEANNA L. TOYCE	
STATE OF WASHINGTON	Name (printed): <u>Deanna L. Toyce</u>
NOTARY PUBLIC	Notary Public in and for the State of Washington,
MY COMMISSION EXPIRES 12-25-03	residing at <u>Des Moines</u>
	My commission expires: <u>12/25/03</u>



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## EXHIBIT A

### **PARCEL A:**

Unit 47, FIDALGO MARINA CONDOMINIUM, according to Declaration thereof recorded under Auditor's File No. 9302250060 AND Correction and Amendment thereto, recorded under Auditor's File Nos. 9303050032 and 9508160024, AND Survey Map and Plans thereof recorded in Volume 15 of Plats, pages 75, 76 and 77, records of Skagit County, Washington;

### **PARCEL B:**

Marina Slip No. 47 as shown on Exhibit "B" to Condominium recorded under Recording No. 9302250060, Skagit County, Washington, lying within the Harbor Area described in the Lease from the State of Washington, Department of Natural Resources, as lessor, to the City of Anacortes, as lessee, recorded under Recording No. 9207240213, and in the sublease from the City of Anacortes as sublessor, to Fidalgo Marina Partnership, as sublessee recorded under Recording Nos. 9207240214 and 9207310172, records of said County;

### **PARCEL C:**

An undivided 2.10% interest in the Marina Improvements as defined in and conveyed by Quit Claim Deed from Fidalgo Marina Partnership, as grantor, to Peter Paulsen, as grantee dated March 26, 1993, and recorded on March 26, 1993, under Recording No. 9303260124, records of Skagit County, Washington.

Situated in Skagit County, Washington.



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