



200310130120

Skagit County Auditor

10/13/2003 Page 1 of 5 11:08AM

After Recording return to:

LUKE & CASTEEL, P.S.C.  
Fisher Business Center  
3400 - 188th Street SW, Suite 484  
Lynnwood, WA 98037-4708  
re 6lay11.02

FIRST AMERICAN TITLE CO.

75716

## NOTICE OF TRUSTEE'S SALE

### *(Document Summary)*

**Grantor (Trustee):** Luke & Casteel, P.S.C.  
**(Beneficiary):** Lawrence L. Layton and Wonda R. Layton, Trustees of the  
Lawrence L. Layton and Wonda R. Layton Revocable  
Living Trust  
**Grantee (Debtors):** William W. Barr  
**Legal Description (abbreviated):** Tract 47 of the unrecorded Plat of Cobahud Waterfront  
Tracts  
**Assessor's Property Tax Parcel or Account Number:** 5103-000-047-0000 L95917  
**Reference Numbers of Document Affected:** 200112110103

\*\*\*\*\*

### PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, *ET. SEQ.*

**TO:** Occupants of the Premises  
William W. Barr

I.

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee, Luke & Casteel, P.S.C., a Washington professional service corporation, will on January 16, 2004, on the front steps of the Skagit County Courthouse, located at 205 W. Kincaid St., Mt. Vernon, WA, at the hour of 10:00 a.m., sell at public auction to the highest and best bidder, payable at the time of sale, the following described leasehold interest in real property, situated in the County of Skagit, State of Washington, to wit:

Tract 47 of the unrecorded Plat of "COBAHUD WATERFRONT TRACTS, SWINOMISH RESERVATION, SKAGIT COUNTY, WASHINGTON", on file with the United States Department of the Interior, Bureau of Indian Affairs, Western Washington Indian Agency, Everett, Washington, being a portion of Government Lot 4, Section 34, Township 34 North, Range 2 East, W.M., EXCEPT Pull and Be Damned Road.

which is subject to that certain Deed of Trust dated December 7, 2001, recorded December 11, 2001, under Auditor's Recording No. 200112110103, records of Skagit County, Washington, from William W. Barr, as Grantor, to Luke & Casteel, P.S.C., as Trustee, to secure an obligation in favor of Lawrence L. Layton and Wonda R. Layton, Trustees of the Lawrence L. Layton and Wonda R. Layton Revocable Living Trust, 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:

A. **Monthly Payments:**

Monthly payments due on June 11, 2002  
through September 11, 2003

(\$900 per month x 16 months) less periodic  
payments of \$6,350.00

\$8,050.00

B. **Default Interest and Late Charges:**

Additional Accrued Default Interest @ 19%  
to September 11, 2003

\$8,297.45

late charges of \$90.00 x 16 months, less  
payment of \$138.57

\$1,301.43



IV.

OTHER AMOUNTS IN ARREARS

Failure to pay property taxes by April 30, 2003 on Skagit County Treasurer's Parcel No. 5103 000 047 000, L95917	\$273.72
Failure to provide proof of hazard insurance	-0-
Failure to pay annual collection fee due December 11, 2002	\$100.00
<b><u>TOTAL MONTHLY PAYMENTS, LATE CHARGES AND OTHER AMOUNTS IN ARREARS:</u></b>	<b>\$18,022.60</b>

IV.

The sums owing on the obligation secured by the Deed of Trust are:

Principal of \$75,000.00, together with interest as provided in the note or other instrument secured, from December 7, 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 January 16, 2004. The default(s) referred to in Paragraph III must be cured on or before January 5, 2004 (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 January 5, 2004 (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 anytime after January 5, 2004 (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 Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NOTICE OF TRUSTEE'S SALE - 3



200310130120  
Skagit County Auditor

William W. Barr  
1009 36<sup>th</sup> East  
Seattle, WA 98112

17847 Nanna Lane  
LaConner, WA 98257  
17814 Nanna Lane  
LaConner, WA 98257

by both first class and certified mail on June 5, proof of which is in the possession of the Trustee; and the Borrower/Grantor, or successor in interest, were personally served with said written Notice of Default on June 8, or, on that date 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 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.

XI.

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

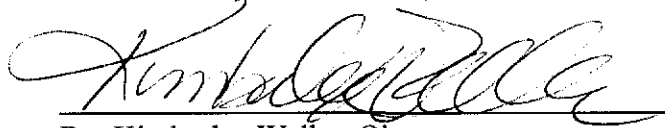
NOTICE OF TRUSTEE'S SALE - 4



200310130120  
Skagit County Auditor

Dated this 10<sup>th</sup> day of October, 2003.

LUKE & CASTEEL, P.S.C., Successor Trustee



By: Kimberlee Walker Olsen  
Fisher Business Center  
3400 - 188th Street SW, Suite 484  
Lynnwood, WA 98037-4708  
(425) 744-0411

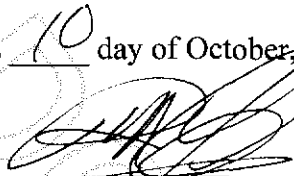
STATE OF WASHINGTON )

: ss

County of Snohomish )

I hereby certify that I know or have satisfactory evidence that Kimberlee Walker Olsen is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Secretary of Luke & Casteel, P.S.C., to be the free and voluntary act of said corporation for the purposes mentioned in this instrument.

GIVEN under my hand and official seal this 10 day of October, 2003.



NOTARY PUBLIC in and for the State of Washington,

Printed Name: R. N. LUKE

My Commission expires: 1-7-2004

October 10, 2003

X:\Client Files\RAC\L\dayton barr notice of trustees sale.wpd



200310130120  
Skagit County Auditor

10/13/2003 Page

5 of

5 11:08AM