

Recorded at the Request of:

Michael D. Bohannon
Sherrard McGonagle
Bohannon & Miller, P.S.
19717 Front Street NE
P. O. Box 400
Poulsbo, WA 98370



200310170073
Skagit County Auditor

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CHICAGO TITLE CO.

CG 28607 ✓

NOTICE OF TRUSTEE'S SALE

Reference Number: 200107310259
Grantor: Tony and Shelley Berry
Grantee: Whidbey Island Bank
Legal Description: Lots 9-17, Blk 1, Lots 3-9, Blk 3, Lots 1 & 2, Blk 3, Town Plat Edison and Ptn GL3 Sec 33, T36N, R3E, W.M., Skagit County, Washington
Tax Parcel Number: 4099-001-010-000; 360333-0-007-0009; 360333-0-008-0008; 4099-003-002-0105; 4099-003-009-0009; 4099-001-017-0003

Pursuant to the Revised Code of Washington, Chapter 61.24 RCW:

I

NOTICE IS HEREBY GIVEN that Michael D. Bohannon, the undersigned Trustee, will on **January 16, 2004**, at 10:00 a.m., at the main entrance of the Skagit County Courthouse located at 205 W. Kincaid St., Mt. 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:

See Attached Exhibit A.

Commonly known as: 5715 Gilkey Ave., WA 98232
5718 Gilkey Ave., WA 98232
5719 Gilkey Ave., WA 98232
565 Gilkey Ave., WA 98232

The aforescribed real property is subject to that certain Deed of Trust dated July 26, 2001, recorded July 31, 2001, under Auditor's File No. 200107310259, records of Skagit County, State of Washington from Tony and Shelley Berry as Grantors, to Island Title Company, Trustee, to secure an obligation in favor of Whidbey Island Bank, who as the original Beneficiary or due to assignment, is now the current Beneficiary. The sale will be made without any warranty concerning the title to, or the condition of, the property.

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 Grantors' default on the obligation secured by the Deed of Trust.

III

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

Currently Due to Reinstate:

Arrearages:

Payment Due 4/03	2,016.65
Late Fee	50.00
Payment Due 5/03	2,016.65
Late Fee	50.00
Payment Due 6/03	2,016.65
Late Fee	50.00
Payment Due 7/03	2,016.65
Late Fee	50.00
Payment Due 8/03	2,016.65
Late Fee	50.00
Payment Due 9/03	2,016.65
Late Fee	50.00
Payment Due 10/03	2,016.65
Late Fee	50.00

Delinquent Monthly Payments including Late Fees **\$14,466.55**

Payment of real property taxes for the years 2001 through 2003 were not made pursuant to the terms of the Promissory Note secured by the Deed of Trust. **The amount in arrears is \$23,601.58, plus interest and penalty.** Assessments for roads in the amount of \$-0-.

Costs and Fees

In addition to the amounts in arrears specified above, you are or may be obligated to pay the following estimated charges, costs and fees to reinstate the Deed of Trust.

Trustees' or Attorneys' Fees	\$ 750.00
Title Report	1,000.00
Service/Posting of Foreclosure Notices	300.00
Long Distance Telephone Charges	50.00
Recording Fees	50.00
Statutory Mailing Costs	35.00
Photocopies	20.00
Subtotal	2,205.00

Total Current Estimated Reinstatement Amount: \$40,273.13

Additional Arrearages

Payment Due 11/03



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Late Fee	50.00
Payment Due 12/03	2,016.65
Late Fee	50.00
Payment Due 1/04	2,016.65
Late Fee	50.00
Subtotal	\$6,199.95

Additional Costs and Fees

Additional Trustees' or Attorney's Fees	****
Publication Costs	800.00
Subtotal	800.00

Total Estimated Reinstatement Amount as of January 5, 2004: \$47,273.08

IV

The sum owing on obligation secured by the Deed of Trust is: Principal **\$243,104.27**, together with interest as provided in the underlying Note and such other costs and fees as are due under the Note and Deed of Trust 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 defaults referred to in paragraph III must be cured by **January 5, 2004**, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before **January 5, 2004**, 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 **January 5, 2004** and before the sale by the Grantors' successor in interest 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. This is an attempt to collect a debt and any information obtained will be used for that purpose.

VI

A written Notice of Default was transmitted by the Trustee to the Grantors or the Grantors' successor in interest at the following addresses:

BBG Group, LLC
5715 Gilkey Ave.
Bow, WA 98232

Occupant
5715 Gilkey Ave.
Bow, WA 98232

Tony Berry
5718 Gilkey Ave.



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Bow, WA 98232

Occupant
5718 Gilkey Ave.
Bow, WA 98232

Shelley Berry
5718 Gilkey Ave.
Bow, WA 98232

Occupant
5719 Gilkey Ave.
Bow, WA 98232

Occupant
565 Gilkey Ave.
Bow, WA 98232

by both first class mail and certified mail on June 25, 2003, proof of which is in the possession of the Trustee; and the Borrower and the Grantor were personally served on June 28, 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 Grantors and all those who hold by, through or under the Grantors of all their interest in the above-described property.

IX

Anyone having an objection to the sale on any grounds whatsoever are afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to the Revised Code of Washington, Chapter 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.



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XI

NOTICE TO GUARANTORS

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the Guarantor 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) the Guarantor has 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) the Guarantor 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.

DATED October 9, 2003.



MICHAEL D. BOHANNON
Trustee

For further information please call (360) 779-5551.

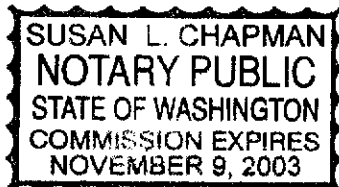
STATE OF WASHINGTON)

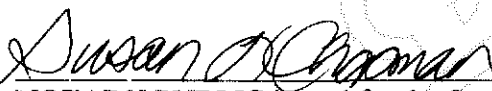
: ss.

County of Kitsap)

This is to certify that before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL D. BOHANNON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed 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 9th day of October, 2003.




NOTARY PUBLIC in and for the State of Washington
Residing at: Bainbridge Is., WA
My Commission Expires: 11/9/03

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.



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EXHIBIT 'A'

PARCEL A:

The West Half of the following described tract:

That portion of Government Lot 3 of Section 33, Township 36 North, Range 3 East of the Willamette Meridian, bounded on the North, East and West by the Samish Slough and bounded on the South by a line 10 feet North of the North line of the Town Plat of Edison, according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

PARCEL B:

Lots 11 through 17, Block 1, and Lots 3 through 9, Block 3, TOWN PLAT OF EDISON, according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington;

TOGETHER WITH that portion of vacated Gilkey Avenue which would attach by operation of law.

PARCEL C:

The West Half of Lots 1 and 2, Block 3, EXCEPT the North 10 feet thereof, AND EXCEPT that portion thereof lying South of the South line of Lot 8, Block 1, produced East, all in TOWN PLAT OF EDISON, according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

PARCEL D:

The East Half of the following described tract:

That portion of Government Lot 3 of Section 33, Township 36 North, Range 3 East of the Willamette Meridian, bounded on the North, East, and West by the Samish Slough and bounded on the South by a line 10 feet North of the North line of the Town Plat of Edison, according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

PARCEL E:

Lots 9 and 10, Block 1, TOWN PLAT OF EDISON (HALLER'S ADDITION), according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

ALL Situated in Skagit County, Washington.

- END OF EXHIBIT 'A' -



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