



200311060137

Skagit County Auditor

11/6/2003 Page 1 of 4 2:00PM

After Recording, Mail to:

Christopher L. Thayer
LARSON HART & SHEPHERD, PLLC
One Union Square
600 University St Ste 1730
Seattle WA 98101

FIRST AMERICAN TITLE CO.

75433

**NOTICE OF TRUSTEE'S SALE
Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.**

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on 30 January 2004, at 10:00 am at Skagit County Courthouse, 202 Courthouse, 205 W Kincaid Street, Mt. Vernon, Washington 98273, sell at public auction to the highest bidder, payable at time of sale, the following-described real property, situated in the County of Skagit, State of Washington, to-wit:

LOT 43, "EAGLE VALLEY P.U.D.", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 181 TO 183, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON

Tax Parcel No. 4632-000-043-0002

the postal address of which is commonly known as 5116 Aerie Lane, Sedro Wooley, Washington 98284, which property is subject to that certain Deed of Trust dated July 18, 1997, and recorded on July 23, 1997, under Auditor's/Recorder's file No. 9707230041, records of Skagit County, Washington, from Sheril Salgado, as Grantor, to H & L Services, Inc, as Trustee, to secure an obligation in favor of Green Tree Servicing, as Beneficiary.

Larson Hart & Shepherd, PLLC, is now Successor Trustee by reason of an Appointment of Successor Trustee recorded on September 16, 2003, under Auditor's/Recorder's No. 200309160118, records of Skagit County, Washington.

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 defaults for which foreclosure is made are as follows:

Failure to pay when due the following amounts that are now in arrears, owed to the first Deed of Trust lender:

Monthly Payments:

11 monthly payments at \$859.29 each: \$9,452.19

10 monthly insurance payments of \$8.64: \$86.40

Late Charges:

8 late charges of \$5.00 for each monthly payment not made within 15 days of its due date: \$40.00

Assessed and uncollected late charges: \$0.00

Miscellaneous Advances: \$0.00

Liquidation appraisal/outstanding work order: N/A

Miscellaneous Credits: \$0.00

TOTAL MONTHLY PAYMENTS, LATE CHARGES, AND OTHER AMOUNTS IN ARREARS: \$9,578.59

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal balance, \$106,759.56, together with interest as provided in the note or other instrument secured from July 18, 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



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encumbrances, on January 30, 2004. The defaults referred to in paragraph III must be cured by January 19, 2004 (11 days before the sale), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 01/19/2004 (11 days before the sale date), the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 01/19/2004 (11 days before the sale), 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 Successor Trustee to the Grantor or the Grantor's successor in interest at the following address:

Sheril Salgado
5116 Aerie Lane
Sedro Wooley, Washington 98284

by both first-class mail and certified mail on October 23, 2003, proof of which is in the possession of the Successor Trustee; and the written Notice of Default was either personally served on the Borrower and Grantor or posted in a conspicuous place on the real property described in paragraph I above on September 17, 2003, and the Successor Trustee has possession of proof of such service or posting.

VII.

The Successor 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.



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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 or tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW.

DATED this 31 day of October 2003.

Christopher L. Thayer

Christopher L. Thayer,
E. Ross Farr, of
LARSON HART & SHEPHERD PLLC
Successor Trustee
One Union Square
600 University St., #1730
Seattle WA 98101
Phone: (206) 340-2008
Fax: (206) 240-1962
E-mail: CThayer@l-h-s.com

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

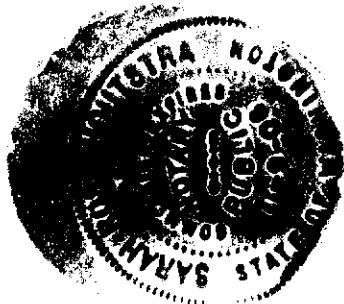
I certify that I know or have satisfactory evidence that Christopher Thayer is the person who appeared before me, and that said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it, as an attorney for LARSON HART & SHEPHERD, PLLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

2003 GIVEN under my hand and official seal this 31 day of October,

Sarah Rose Houtstra
Sarah Rose Houtstra

Notary Public in and for the State of Washington

My commission expires: 11/9/06



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