



200311060147  
Skagit County Auditor

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AFTER RECORDING RETURN TO:  
Martin Lind  
127 E. Fairhaven  
Burlington, WA 98233

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

Grantor: Martin Lind

Reference # 200001250009

LEONARD W. HALVERSON  
JEANNE A. HALVERSON  
11558 Sterling Road  
Sedro-Woolley, WA 98284

STATE OF WASHINGTON  
Department of Revenue  
Compliance Procedures & Administration  
Olympia, WA 98504-0090

Ray and Winifred Houser  
c/o Kristjan Ochs  
Attorney At Law  
609 Murdock  
Sedro-Woolley, WA 98284

SKAGIT BONDED COLLECTORS, L.L.C.  
c/o Terence G. Carroll  
Attorney At Law  
709 S. 1<sup>st</sup> Street  
Mount Vernon, WA 98273

WOLFKILL FEED & FERTILIZER CORP.  
c/o Merrilee A. MacLean  
BDL MacLean PLLC  
1201 Third Ave., #3040  
Seattle, WA 98101

SKAGIT COUNTY TREASURER  
PO Box 518  
Mt. Vernon, WA 98273

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 6<sup>TH</sup> DAY OF FEBRUARY, 2004, at the hour of 10:00 o'clock a.m. at the SKAGIT COUNTY COURTHOUSE, Kincaid Street, City of Mount Vernon, State of Washington, at the entrance/front steps of said Courthouse, 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:

Tax Parcel No. 3864-003-002-0001, P62182

SEE ATTACHED EXHIBIT "A"

which is subject to that certain Deed of Trust dated January 21, 2000, recorded January 25, 2000, under Auditor's File No. 200001250009 records of Skagit County, Washington, from Leonard W. Halverson and Jeanne A. Halverson, as Grantors, to Land Title Company, Trustee, to secure an obligation in favor of Skagit State Bank 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 defaults for which this foreclosure is made are as follows:

|                                  |                    |
|----------------------------------|--------------------|
| 12 Delinquent Payments:          | \$13,500.00        |
| @ \$1,125.00 each                |                    |
| (11/21/02 to 10/21/03)           |                    |
| 1 Insurance Payment              | \$ 942.00          |
| Late Charges:                    | \$ 982.25          |
| <b>TOTAL DELINQUENT PAYMENTS</b> |                    |
| <b>AND LATE CHARGES:</b>         | <b>\$15,424.25</b> |

Failure to Pay the following Miscellaneous Delinquencies:

|  |           |
|--|-----------|
| <b>A. <u>Skagit County Treasurer</u></b> |           |
| 2002                                     | \$ 889.10 |
| 2003                                     | \$ 861.52 |



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**TOTAL** **\$ 1,750.62**

B. Insurance Premium

undetermined

TOTAL MISCELLANEOUS DELINQUENCIES

\$ 1,750.62

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal, \$95,109.54, together with interest as provided in the Note or other instrument secured from the 21st day of January, 2000, 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 6<sup>TH</sup> DAY OF FEBRUARY, 2004. The defaults referred to in Paragraph III must be cured by the 26<sup>TH</sup> DAY OF JANUARY, 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 the 26<sup>TH</sup> DAY OF JANUARY, 2004, (11 days before the sale date), 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 the 26<sup>TH</sup> DAY OF JANUARY, 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):

LEONARD W. HALVERSON      11558 Sterling Road  
JEANNE A. HALVERSON      Sedro-Woolley, WA 98284

by both First Class Mail and Certified Mail on the 10th day of September, 2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 12th day of September, 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.



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**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 by a debt collector to collect a debt. Any information obtained will be used for that purpose.

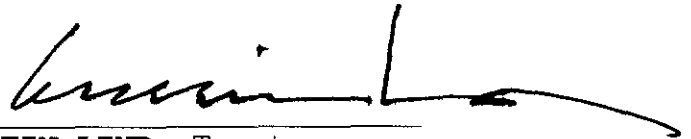
**XII.**

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 provide information concerning the location of the



debtors nor concerning the condition of the property. No 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 this property. Any 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.

DATED this 6<sup>th</sup> day of November, 2003.



MARTIN LIND, Trustee  
127 East Fairhaven Avenue  
Burlington, WA 98233  
(360) 755-9631

STATE OF WASHINGTON       )  
                                      )       ss.  
County of Skagit        )

On this day personally appeared before me, MARTIN LIND, who executed the within and foregoing instrument, and acknowledged that the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6<sup>th</sup> day of November, 2003.



Printed Name: Melinda S. Wannamaker  
Notary Public in and for the State of  
Washington, residing at Burlington.  
My commission expires: 8-1-04



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EXHIBIT "A"

DESCRIPTION:

Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington, EXCEPT the following described tracts:

1. The West 2.43 feet of Lot 2, Block 3, said property to aggregate with Lot 1, Block 3, both of "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington.
2. The East 1 (one) foot of the West 3.43 feet of Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington; EXCEPT the North 10.00 feet thereof.
3. Beginning at the Northeast corner of the West 2.43 feet of Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington;  
thence North 89°33'49" East along the North line of said Lot 2, a distance of 3.00 feet;  
thence South 00°02'20" East, a distance of 3.00 feet;  
thence South 15°52'34" East, a distance of 7.29 feet to the point of intersection of the East line of the West 3.43 feet of said Lot 2 with the South line of the North 10.00 feet of said Lot 2;  
thence South 89°33'49" West, a distance of 1.00 foot to the East line of the West 2.43 feet of said Lot 2;  
thence North 00°02'20" West along said East line a distance of 10.00 feet to the point of beginning.
4. The East 1 (one) foot of the West 4.43 feet of Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington; EXCEPT the North 10.00 feet thereof.
5. Beginning at the Northeast corner of the West 2.43 feet of Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington;  
thence North 89°33'49" East along the North line of said Lot 2, a distance of 3.00 feet to the point of beginning of this description;  
thence continuing North 89°33'49" East, a distance of 3.00 feet;  
thence South 00°02'20" East, a distance of 3.00 feet;  
thence South 28°30'13" West, a distance of 8.37 feet to the point of intersection of the East line of the West 4.43 feet of said Lot 2 with the South line of the North 10.33 feet of said Lot 2;  
thence North 72°20'14" West, a distance of 1.05 feet to the point of intersection of the East line of the West 3.43 feet of said Lot 2 with the South line of the North 10.00 feet of said Lot 2;  
thence North 15°52'34" East, a distance of 7.29 feet;  
thence North 00°02'20" West, a distance of 3.00 feet to the point of beginning of this description.



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EXHIBIT "A" (CONT.)

DESCRIPTION CONTINUED:

6. The East 1 (one) foot of the West 5.43 feet of Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington; EXCEPT the North 10.33 feet thereof.

7. Beginning at the Northeast corner of the West 2.43 feet of Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington;  
thence North  $89^{\circ}33'49''$  East along the North line thereof, a distance of 6.00 feet to the point of beginning of this description;  
thence continuing North  $89^{\circ}33'49''$  East, a distance of 3.00 feet;  
thence South  $00^{\circ}02'20''$  East, a distance of 3.00 feet;  
thence South  $37^{\circ}37'22''$  West, a distance of 9.82 feet to the point of intersection of the East line of the West 5.43 feet of said Lot 2 with the South line of the North 10.73 feet of said Lot 2;  
thence North  $68^{\circ}28'43''$  West, a distance of 1.08 feet to the point of intersection of the East line of the West 4.43 feet of said Lot 2 with the South line of the North 10.33 feet of said Lot 2;  
thence North  $28^{\circ}30'13''$  East, a distance of 8.37 feet;  
thence North  $00^{\circ}02'20''$  West, a distance of 3.00 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

