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Skagit County Auditor

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Recording requested by,
and when recorded mail to:
FIRST AMERICAN TITLE INSURANCE COMPANY
c/o Attorneys Equity National Corporation
23721 Birtcher Drive
Lake Forest, CA 92630
Phone(949)707-5543

FIRST AMERICAN TITLE CO.

Trustee Sale Number: 61439-F

Loan Number: 8790813

TSG: 2015691

NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, et, seq.

TO: HELEN M BYRD, AS HER SEPARATE ESTATE AND, DAVID F BYRN, A MARRIED INDIVIDUAL AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

NOTICE IS HEREBY GIVEN that the undersigned Trustee, FIRST AMERICAN TITLE INSURANCE COMPANY, will on the 5th day of March, 2004, at the hour of 10:00 AM at:

THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE, 3RD AND 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(ies) of SKAGIT, State of Washington, to-wit:

THE NORTH 142 FEET OF THE SOUTH 406 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., EXCEPT PENN ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

APN: P22645

which is subject to that certain Deed of Trust dated 06/27/01, under Auditor's File No. 200106290125, records of SKAGIT County, Washington, from DAVID F BYRN, A MARRIED PERSON AS HIS SEPARATE ESTATE AND, HELEN M BYRN, A SINGLE PERSON as Grantor, to LAND TITLE COMPANY, as Trustee, to secure an obligation in favor of WELLS FARGO HOME MORTGAGE, INC. as Beneficiary.

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 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:

Failure to make the 07/01/03 payment of principal and interest and all subsequent payments, together with accrued late charges, under the terms of said Note and Deed of Trust.

Failure to pay the following past due amounts, which are in arrears:

7 monthly Payments at \$1,537.56 each;
(05/01/03 through 12/16/03)

\$10,762.92

Late Charges:

7 late charges of \$55.30

of/for each monthly payment not made within 15 days of its due date.

\$387.10

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$11,150.02

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$163,163.40, together with interest as provided in the note or other instrument secured from the 1st day of May, 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 encumbrances on the 5th day of March, 2004. The default(s) referred to in paragraph III must be cured by the 23rd day of February, 2004 (11 days before sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 23rd day of February, 2004 (11 days before 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 any time after the 23rd day of February, 2004 (11 days before sale date), and before the sale by the Grantor or the Grantor's successor in interest of 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 Grantor or the Grantor's successor in interest at the following address:

15688 PENN ROAD, MOUNT VERNON, WA 98273

by both first class and certified mail on the 27th day of October, 2003, proof of which is in the possession of the Trustee, and the Grantor or the Grantor's successor in interest was personally served on the 28th day of October, 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 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.



Trustee Sale Number: 61439-F

Loan Number: 8790813

TSG: 2015691

Date: 11/24/03

FIRST AMERICAN TITLE INSURANCE COMPANY

X

[Signature]

By: Luis Cerda

Title: Assistant Secretary

STATE OF CA

COUNTY OF Orange

On 11/24/03

, before me

MARISA HERRERA

personally appeared

LUIS CERDA, ASSIST. SEC.

, personally

known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature

[Signature]

(seal)

