



200312100151

Skagit County Auditor

12/10/2003 Page 1 of 5 3:26PM

Filed for Record at Request of:

Anderson Hunter Law Firm
2707 Colby Avenue, Suite 1001
P.O. Box 5397
Everett, Washington 98206
ATTN: Cheryl L. Abel

LAND TITLE OF SKAGIT COUNTY

107490-PA

NOTICE OF TRUSTEE'S SALE

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee, PATRICK F. HUSSEY, and/of ANDERSON HUNTER LAW FIRM, P.S., will on **Friday, March 19, 2004** at the hour of 9:30 a.m. at the main entrance to the Skagit County Courthouse, 205 W. Kincaid St., Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described property, situated in the County of Skagit, State of Washington, to-wit:

See Exhibit "A", attached hereto and incorporated herein as though fully set forth.

Abbrev. Legal: Portion of Gov. Lot 5, 12-34-1 E.W.M.

Assessor's Tax Parcel ID No(s). 340112-0-041-0006 (P19271).

The postal address of which is: 382 Campbell Lake Road, Anacortes, Washington 98221.

which is subject to that certain Deed of Trust dated November 6, 2001, recorded November 19, 2001, under Auditor's File No. 200111190067, records of Skagit County, Washington, from DUSAN MRAK, a single man, as Grantor, to LAND TITLE COMPANY OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of DAVID CHRISTIANSON, as Beneficiary.

2. This Notice is being sent to you because the above Deed of Trust is now enforceable against the above encumbered property because of the stay relief/abandonment order entered by the Bankruptcy Court, Western District of Washington. This is not an action to collect the indebtedness secured by the Deed of Trust as a personal liability.

3. 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.

4. The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears:

Principal Balance:

Principal Balance all due and payable pursuant to Debt Restructuring Agreement dated 9/21/01, as amended \$2,000,000.00

Interest:

Accrued and unpaid interest at the rate of 30% per annum from 1/1/02 to date of this Notice \$1,162,191.78

TOTAL PRINCIPAL BALANCE AND INTEREST: \$3,162,191.78

Other default: Failure to pay delinquent real property taxes for years 2002 and 2003 in the current sum of \$9,785.31.

5. The sum owing on the obligation secured by the Deed of Trust is: Principal: \$2,000,000.00, together with interest as provided in the note or other instrument secured from January 1, 2002, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

6. 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 March 19, 2004. The default(s) referred to in paragraph 3 must be cured by March 8, 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 March 8, 2004 (11 days before the sale date), the default(s) as set forth in paragraph 3 is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after March 8, 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.

7. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

DUSAN MRAK
P. O. Box 606
Anacortes, WA 98221



by both first class and certified or registered mail on August 26, 2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served August 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 1 above, and the Trustee has possession of proof of such service or posting.

8. 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.

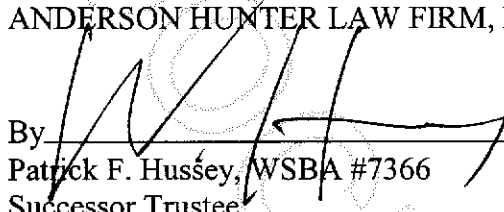
9. The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor, of all their interest in the above-described property.

10. 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.

11. **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.

DATED: December 9, 2003.

ANDERSON HUNTER LAW FIRM, P.S.

By 
Patrick F. Hussey, WSBA #7366
Successor Trustee

Address: 2707 Colby Avenue, Suite 1001
P.O. Box 5397
Everett, Washington 98206

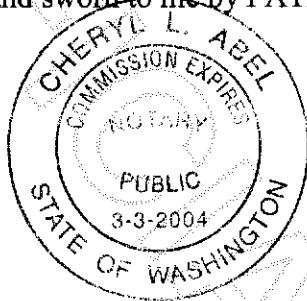
Telephone: (425) 252-5161



STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me PATRICK F. HUSSEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Subscribed and sworn to me by PATRICK F. HUSSEY on December 9, 2003.



Cheryl L. Abel
Cheryl L. Abel
Notary Public in and for the State of
Washington.
My commission expires: 3/3/04

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

FOR INFORMATION CONCERNING THIS
NOTICE, PLEASE CONTACT:

Cheryl L. Abel, Paralegal
Anderson Hunter Law Firm
P.O. Box 5397
2707 Colby Avenue, Suite 1001
Everett, Washington 98206
(425)-252-5161

Re: Christianson - Mrak (10544-3)



EXHIBIT A

LEGAL DESCRIPTION

That portion of Government Lot 5 in Section 12, Township 34 North, Range 1 East W.M., described as follows:

Beginning at a point on the South line of the county road as the same existed on November 20, 1950, that is 561 feet West of the East line of the said Section; (said point being on the West line of a tract of land conveyed to William H. Halpin by deed recorded in Volume 9 of Deeds, Page 19, records of Skagit County, Washington); thence West on the South line of said county road 300 feet to the Northeast corner of a tract of land conveyed to Anton Christenson by deed recorded under Auditor's File No. 52514, records of Skagit County, Washington; thence South 937 feet, more or less, to the meander line of Lake Campbell; thence Easterly on the said meander line to a point due South of the point of beginning; thence North 950 feet, more or less, to the point of beginning; EXCEPT the East 200 feet thereof; ALSO EXCEPT that portion conveyed to Skagit County for road purposes by deed recorded September 21, 1954 under auditor's File No. 506778, records of Skagit County, Washington.

TOGETHER WITH shore lands of the second class as conveyed by the State of Washington, situate in front of, adjacent to and abutting upon said tract.



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