

Roehl & Roehl, P. S.
P. O. Box 400
Bellingham, WA 98227



200401120249
Skagit County Auditor

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

To: Jose L. Avila
Tina L. Avila
20310 Maple Street
Burlington, WA 98233

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Roehl & Roehl, P. S., will on the **27th** day of **February**, 2004 at the hour of 9:15 A.M. in the lobby of the Skagit County Courthouse, 205 W. Kincaid Street, Mount Vernon, Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following realty, situated in Skagit County, Washington:

Account No. 4019-000-004-0007; Property I.D. #P69720

Lot 4, "Sparr's Replat in Tracts 13 & 15, Burlington Acreage Property", as per Plat recorded in Volume 8 of Plats, Page 15, records of Skagit County, Washington.

the postal address of which is more commonly known as 20310 Maple Street, Burlington, Washington 98233 which is subject to a Deed of Trust dated August 4, 2000, recorded August 14, 2000, under Auditor's File No. 200008140159 records of Skagit County, Washington from Jose L. Avila and Tina L. Avila, husband and wife, as Grantor to Northwest Financial Corporation, as Trustee, to secure an obligation in favor of First Savings Bank of Washington, now known as Banner 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 default(s) for which this foreclosure is made is/are as follows:

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

Monthly payments for July through November, 2003 inclusive	\$5,740.00
Five late payments @\$44.46	<u>222.30</u>
	\$5,962.30

(b) Possible failure to maintain real property taxes current.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$114,301.06 together with interest and penalties as provided in the note or other instrument secured from the 1st day of June, 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 described real property will be sold to satisfy the expense of sale and the obligations 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 27th day of February, 2004. The default(s) referred to in paragraph III must be cured by the 16th day of February, 2004 to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 16th day of February, 2004 the defaults 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 16th day of February, 2004, 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 or Grantor at the following addresses:

20310 Maple Street
Burlington, Washington 98233

by both first class and certified mail on the 9th day of October, 2003, proof of which is in the possession of the Trustee. The Borrower and Grantor were personally served on the 10th 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 is 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 objections 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.

Dated: November 18, 2003

Trustee

Roehl & Roehl, P. S.

by


William P. Roehl

Roehl & Roehl, P. S.

1303 Commercial, Suite 8

P. O. Box 400

Bellingham, WA 98227-0400

(360) 733-4640

STATE OF WASHINGTON)

ss.

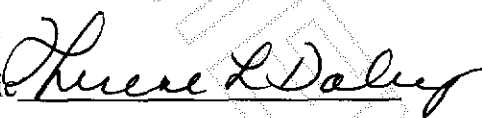
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that William P. Roehl signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Roehl & Roehl, P. S. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated November 18, 2003

Signature of

Notary Public



My Commission expires 5/10/05

(seal)



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Skagit County Auditor