

Return To:

Standard Trust Deed Service Co.  
2600 Stanwell Drive, Suite 200  
P.O. Box 5070 (94524-0070)  
Concord, CA 94520



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Skagit County Auditor

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FIRST AMERICAN TITLE CO.  
7/6/70

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 9724433/472/AVILA

TS No: WNMCMC-059794

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

I. NOTICE IS HEREBY GIVEN that Standard Trustee Service Company Washington, the successor Trustee will sell on **4/16/2004, at 10:00 AM** at **THE KINCAID ST. ENTRY TO THE SKAGIT COUNTY COURTHOUSE, MT. VERNON, WA** at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of Skagit, State of Washington, to-wit:

LOT 15, BLOCK 45, "MAP OF THE CITY OF ANACORTES", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

APN: 3772-045-015-0008 (P55152)

Common address purported to be:  
1012 17TH STREET  
ANACORTES, WA 98221

which is subject to that certain Deed of Trust dated 4/11/2002, recorded 4/12/2002, under Auditor's File No. 200204120182, in Book , Page records of Skagit County, Washington, from REINALDO AVILA-SANTIAGO, A SINGLE PERSON, as Grantor(s), to FIRST AMERICAN, as Trustee, to secure an obligation in favor of WELLS FARGO HOME MORTGAGE, INC., as Beneficiary, , records of Skagit, Washington.

**NOTE INFORMATION**

Note Dated: 4/11/2002  
Note Amount: \$104,565.00  
Interest Paid To: 7/1/2003  
Next Due Date: 8/1/2003

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/Mortgage.

III. 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:

**PAYMENT INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
8/1/2003	1/12/2004	6	\$815.22	\$4,891.32

**LATE CHARGE INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
8/1/2003	1/12/2004	5	\$163.05

**OTHER ARREARS**

\$30.00

**Foreclosure Fees and Costs**

\$1,478.44

**Total amount currently in arrears & delinquent**

\$6,562.81

Default(s) other than payment of money:

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$103,073.69, together with interest as provided in the Note or other instrument secured from 7/1/2003, and such other costs and fees as are due under the note or other instrument secured, and as 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. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 4/16/2004. The defaults referred to in Paragraph III must be cured by 4/5/2004, (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 4/5/2004 (11 days before the sale) the default(s) as set forth in Paragraph III is/are cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 4/5/2004 (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 by 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):

**See Attached Mail List attached hereto and made a part hereof**

by both first class and certified mail on 12/10/2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 12/11/2003, 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.



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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 20<sup>th</sup> 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 20<sup>th</sup> 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.

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

FOR SALE INFORMATION CALL (925) 603-7342.

DATED: 1/12/2004  
Address: For Service:  
c/o I – 5 Legal Support NW, LLC  
811 1<sup>st</sup> Avenue # 525  
Seattle, WA 98104

STANDARD TRUSTEE SERVICE COMPANY  
WASHINGTON, successor Trustee  
2600 Stanwell Dr., Ste 200  
Concord, CA 94520 (925)603-1000

*Amy Rigsby*  
\_\_\_\_\_  
Amy Rigsby, Assistant Secretary

State of California ) ss.  
County of Contra Costa)

On 1/12/2004, before me, **Tracina Johnson**, a Notary Public in and for said County and State, personally appeared **Amy Rigsby, Assistant Secretary** personally known to me (or proved to me 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: \_\_\_\_\_

Tracina Johnson



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**TS# WNMC-059794**

**Date: 1/12/2004**

**Mail List**

**Mailings**

**REINALDO AVILA-SANTIAGO  
1012 17TH STREET  
ANACORTES, WASHINGTON 98221**

**Occupants of the premises  
1012 17TH STREET  
ANACORTES, WA 98221**



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