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200404230121

Skagit County Auditor

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AND WHEN RECORDED MAIL TO:

Buckley & Associates, Inc.
26522 La Alameda, Suite #200
Mission Viejo, California 92691

space above this line for recorder's use

Loan No.: 20-0051-0213812

Title Order No. 2183372

FIRST AMERICAN TITLE CO. TS #: WA-24002

80637-2

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington
Chapter 61.24 et. seq.

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, JOHN W. KLEIN, ATTORNEY AT LAW, SUCCESSOR TRUSTEE, will on 7/23/2004, at 10:00 AM at AT THE MAIN ENTRANCE OF THE SUPERIOR COURTHOUSE, 205 W. KINCAID STREET, MT. VERNON, WA, will 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:

That portion of the Northeast 1/4 of the Northwest 1/4 of Section 7, Township 36 North, Range 4 East, W.M., described as follows;

Beginning at the Southeast corner of said subdivision; thence West along the South line thereof to the Easterly right of way line of the State highway as located on October 16, 1940; thence Northwesterly along said Easterly right-of-way line, a distance of 500 feet; thence East parallel with the South line of said subdivision to the East line thereof; thence South to the point of beginning EXCEPT road and ditch right-of-way.

And commonly known as: **1215 OLD HWY 99 NORTH ROAD
BELLINGHAM, WA 98226**

Tax Account No. **360407-2-026-0007 P49046 & 360407-2-025-0008 P49045**

which is subject to that certain Deed of Trust dated 9/12/1997, and filed for record in the office of the Skagit Recorder, State of Washington, on 9/15/1997, under Auditor's File No. 9709150135, Book 1708 Page 0363 of Official Records, from **GEOFF NEWMAN, AS HIS SEPARATE ESTATE**, as Grantor(s), to **FIRST AMERICAN TITLE**, as Trustee, to secure an obligation in favor of **ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC.**, as Beneficiary, the beneficial interest in which was assigned by **ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC.** to CITIFINANCIAL, INC. 209, LLC, A DELAWARE LIMITED LIABILITY COMPANY (SUCCESSOR BY REASON OF MERGER WITH ASSOCIATES FINANCIAL SERVICES OF AMERICA INC.)

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:

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

PAYMENTS FROM 10/20/2003	\$10,256.58
LATE CHARGES	\$0.00
ADVANCES/EXPENSES	\$47.02
FORECLOSURE FEES & COSTS	\$2,279.31
TOTAL DUE AS OF 7/12/2004	\$12,582.91

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$107,024.72, together with interest as provided in the Note or other instrument secured from 9/20/2003, 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 said Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession, encumbrances on 7/23/2004. The defaults referred to in Paragraph III must be cured by 7/12/2004 (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 7/12/2004 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 7/12/2004 (11 days before the sale date) and before the sale, by the 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 addresses:

SEE ATTACHED EXHIBIT "A"

by both first class and certified mail on 3/10/2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on 3/12/2004, 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.



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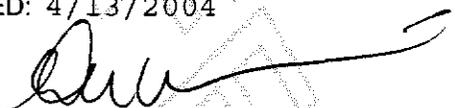
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X.

NOTICE TO OCCUPANTS OR TENANTS
(If applicable under RCS 61.24.040(9))

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: 4/13/2004

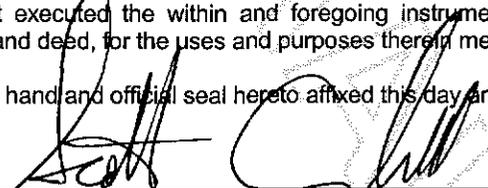


JOHN W. KLEIN, ATTORNEY AT LAW, SUCCESSOR TRUSTEE

State of California) ss.
County of Orange)

On April 13, 2004, before me, the undersigned, personally appeared JOHN W. KLEIN known to me to be the individual that executed the within and foregoing instrument, acknowledged the said instrument to be a free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this day and year.



By: SCOTT CAMPBELL
Notary Public in and for the State of California
My Commission expires: 3-4-05



For further information please contact:

The Buckley Firm - Foreclosure Department
26522 La Alameda, Ste. 200
Mission Viejo, CA 92691
(949) 348-8826 / (949) 282-4166

NORTHWEST LEGAL SUPPORT-ATTN: ROBERT WOODWORTH
526 YALE AVE. NORTH, SUITE A
SEATTLE, WA 98109
(800) 729-9426



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EXHIBIT "A"

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE
C/O RICHARD E. COHEN, ASST. US ATTORNEY
601 UNION STREET
SUITE 5100
SEATTLE, WA 98101-3903
P

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE
C/O RICHARD E. COHEN, ASST. US ATTORNEY
601 UNION STREET
SUITE 5100
SEATTLE, WA 98101-3903
First Class

ASSOCIATES FINANCIAL SERVICES OF AMERICA
4151 MERIDIAN #114
BELLINGHAM, WA 98226
P

ASSOCIATES FINANCIAL SERVICES OF AMERICA
4151 MERIDIAN #114
BELLINGHAM, WA 98226
First Class

GEOFF NEWMAN
123 HWY 99 N
BELLINGHAM, WA 98229
P

GEOFF NEWMAN
123 HWY 99 N
BELLINGHAM, WA 98229
First Class

GEOFF NEWMAN
1215 OLD HWY 99 NORTH ROAD
BELLINGHAM, WA 98226
P71006309264030360390

GEOFF NEWMAN
1215 OLD HWY 99 NORTH ROAD
BELLINGHAM, WA 98226
First Class

GEOFF NEWMAN
814 LAKEWAY DR
#141
BELLINGHAM, WA 99826
P71006309264030360406

GEOFF NEWMAN
814 LAKEWAY DR
#141
BELLINGHAM, WA 99826
First Class

GEOFF NEWMAN
814 LAKEWAY PMB 141
BELLINGHAM, WA 98226
P71006309264030360413

GEOFF NEWMAN
814 LAKEWAY PMB 141
BELLINGHAM, WA 98226
First Class



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