



200404270045  
Skagit County Auditor

4/27/2004 Page 1 of 7 11:10AM

RETURN TO:

JOHN W. HICKS  
SCHACHT & HICKS  
PO BOX 1165  
MOUNT VERNON WA 98273

DOCUMENT TITLE: NOTICE OF TRUSTEE'S SALE 25<sup>00</sup> 11137-SA  
REFERENCE NUMBER OF RELATED DOCUMENT: Deed of Trust 200010120086  
GRANTOR: HICKS, JOHN W.  
GRANTEE: STREBE, TROY W.  
ABBREVIATED LEGAL DESCRIPTION: Lot 35, Dewey Beach Add #2  
ADDITIONAL LEGAL DESCRIPTION ON PAGE 1 OF DOCUMENT.  
ASSESSOR'S TAX PARCEL NUMBER: 3901-000-035-0003

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 30th day of July, 2004, at the hour of 10 o'clock, a.m., at the Skagit County Superior Courthouse, main floor lobby, 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 of Skagit, state of Washington, to wit:

Lot 35, "DEWEY BEACH ADDITION NO. 2, "as per plat recorded in Volume 6 of Plats, page 13, records of Skagit County, Washington.

Tax parcel No. 3901-000-035-0003

(If any personal property is to be included in the trustee's sale, include a description that reasonably identifies such personal property)

which is subject to that certain Deed of Trust dated October 6, 2000, recorded October 12, 2000, under Auditor's File No. 200010120086, records of Skagit County, Washington, from TROY W. STREBE, a single man, as his separate property, as Grantor, to JOHN W. HICKS, Successor Trustee, to secure an obligation in favor of HARVEY P. FOLKERS and LILLY H. FOLKERS, Trustees of The HARVEY P. FOLKERS and LILLY H. FOLKERS REVOCABLE LIVING TRUST, dated August 1, 1995, 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 defaults for which this foreclosure is made are as follows:

(If default is for other than payment of money, set forth the particulars)

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

Failure to pay monthly payments timely over the duration of the contract and the balance owing now exceeds the original balance.



IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$80,715.96, together with interest of \$695.23 from March 24, 2004, through April 30, 2004, together with interest as provided in the note or other instrument secured, from the 26th day of April, 2004, 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 30th day of July, 2004. The defaults referred to in Paragraph III must be cured by the 19th day of July, 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 the 19th day of July, 2004, (11 days before the sale date) the defaults as set forth in Paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 19th day of July, 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.

VI.

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

TROY W. STREBE  
5934 CENTRAL AVENUE  
ANACORTES WA 98221

by both first class and certified mail on the 23rd day of March, 2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served 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 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.

XI.

This notice is an attempt to collect a debt, and any information obtained will be used for that purpose.

XII.

The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Trustee is



not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the deed of trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with the property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues, or other information about the real property being foreclosed must obtain all such information independently.

Dated: April 26, 2004.



JOHN W. HICKS, Successor Trustee  
1603 South Third Street  
P. O. Box 1165  
Mount Vernon, WA 98273  
Telephone: (360) 336-6565

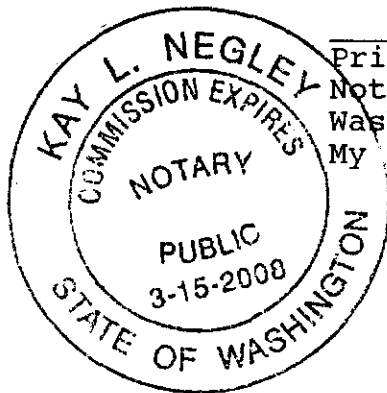


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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JOHN W. HICKS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: April 26, 2004.



*Kay L. Negley*  
Printed name: KAY L. NEGLEY  
Notary Public in and for the state of  
Washington, residing at Mount Vernon  
My appointment expires: 3-15-2008



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