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Skagit County Auditor

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FIRST AMERICAN TITLE CO.

80934

AFTER RECORDING RETURN TO:

Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
Ref: Mickelson, 053-x4063.01

Reference Number(s) of Documents assigned or released: 200208270072

Grantor: Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S.

Grantee: The Public/Robert L. Mickelson and Phyllis E. Mickelson, husband and wife

Assessor's Property Tax Parcel/Account Number(s): P69047

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

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on August 13, 2004 at 10:00 a.m. inside the front entrance of the Skagit County Courthouse located at 2nd and Kincaid in the City of Mt. Vernon, State of Washington, sell 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 52 And 53, "PLAT OF SHANGRI-LA ON THE SKAGIT, DIVISION 1", as per plat recorded in Volume 9 of plats, pages 52 and 53, records of Skagit County, Washington.

(commonly known as 35358 Shangri La Drive, Sedro Woolley, WA 98284)

which is subject to that certain Deed of Trust dated August 23, 2002, recorded August 27, 2002, under Auditor's File No. 200208270072, records of Skagit County, Washington, from Robert L. Mickelson and Phyllis E. Mickelson, husband and wife, as Grantor, to Island Title Company, as Trustee, to secure an obligation in favor of Whatcom Educational Credit Union as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

Notice of Trustee's Sale (Continued)

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 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:

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

**Monthly Payments:**

Delinquent monthly payments from January 1, 2004 through May 1, 2004

5	Payment(s) at	\$1,086.00	\$5,430.00
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**Late Charges:**

4	Late Charge(s) at	\$39.74	
	for each monthly payment not		
	made within 15 days of its due		158.96
	date:		

	Other Lender Fees and/or Advancements	189.30
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<b>TOTAL</b>		<b>\$5,778.26</b>
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- |             |   |
|-------------|---|
| ii) Default | Description of Action Required to Cure and Documentation Necessary to Show Cure |
|-------------|---|

Delinquent general taxes, if any, Off record or other assessments, if any; Liens, if any	Proof of Payoff
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Evidence/Proof must be provided that the delinquency has been brought current.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$115,076.40, together with interest from December 1, 2003, as provided in the note or other instrument, 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 August 13, 2004. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, or other defaults must be cured by August 2, 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



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Notice of Trustee's Sale (Continued)

August 2, 2004 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, 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 August 2, 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 address(es):

See Exhibit " A" attached hereto and incorporated herein by this reference.

by both first class and certified mail on April 8, 2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 8, 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 objections to this 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



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Notice of Trustee's Sale (Continued)

following the sale the purchaser shall pay the proceeds to the tenants by summary proceeding.

59.12 RCW.

DATED: May 10, 2004

Marshall, P. S.

State of Washington )  
County of King )  
County of King )

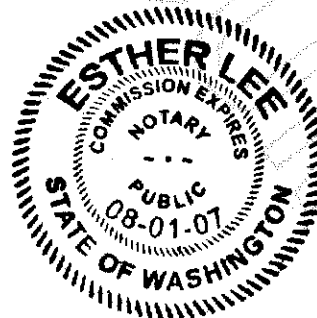
On this 10th day of May, 2004, I, the undersigned, being a duly qualified and acting Trustee of the above described Trust, do hereby certify that the foregoing is a true and correct copy of the Notice of Trustee's Sale as the same appears from the records of said Trust.

By: David Powell

State of Washington )  
County of King ) ss.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Mickelson, 053-x4063.01  
FORBASE\ALLNSDOC.FRM REV 4/29/04



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**EXHIBIT A**

Robert Louis Mickelson  
35358 Shangri La Drive  
Sedro Woolley, WA 98284

Phyllis Elaine Mickelson  
35358 Shangri La Drive  
Sedro Woolley, WA 98284

Occupants of the Premises  
35358 Shangri La Drive  
Sedro Woolley, WA 98284

Robert Louis Mickelson  
5535 Fruitdale Road  
Sedro Woolley, WA 98284

Phyllis Elaine Mickelson  
5535 Fruitdale Road  
Sedro Woolley, WA 98284

