FILED FOR RECORD AT THE REQUEST OF/RETURN TO: Craig E. Cammock Law Office of Craig E. Cammock P.O. Box 336 / 227 Freeway Drive, Ste B Mount Vernon, WA. 98273



### NOTICE OF TRUSTEE'S SALE

Reference Nos.:

200310020194 (original Deed of Trust)

Grantor (s)

CRAIG E. CAMMOCK, Successor Trustee

Grantee (s)

THE PUBLIC:

JEFF DAVID REYNOLDS, a single man, and LOUISE ANN REYNOLDS, a single woman,

as joint tenants

Additional Grantor(s) on page(s)

Additional Grantee(s) on page(s)

Abbreviated Legal:

Lots 176 & 177, Blk 1, Lake Cavanaugh #3

Additional Legal on page(s)

Assessor's Tax Parcel No's:

3939-001-177-0013, P66951

Ι

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on Friday, September 10, 2004, at the hour of 10:00 a.m. at the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, 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:

Tax Parcel ID No.:

3939-001-177-0013/P66951

Commonly known as: 33474 West Shore Drive

Mount Vernon, WA 98274

Lots 176 and 177, Block 1, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 3," as per plat recorded in Volume 6 of Plats, pages 25 through 31, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

which is subject to that certain Deed of Trust dated October 2, 2003, recorded October 2, 2003, under Auditor's File No. 200310020194, records of Skagit County, Washington, from Jeff David Reynolds, a single man, and Louise Ann Reynolds, a single woman, as joint tenants, as Grantors, to First American Title of Skagit County, a California corporation, as Trustee, to secure an obligation in favor of Richard S. Stockinger and Susan D. Stockinger, husband and wife, as Beneficiaries. Craig E. Cammock, Attorney at Law, is now Trustee by reason of an Appointment of Successor Trustee recorded April 20, 2004 under Auditor's File No. 200404200127, records of Skagit County, Washington.

П

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.

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The default(s) for which this foreclosure is made are as follows:

Currently Due to Reinstate:

## Arrearages:

Monthly payments of \$537.35 due January 1, 2004 through May 1, 2004:

\$ 2,686.75

Late charges: \$5.00 each for the months of January, 2004 through May, 2004:

25.00

Delinquent Monthly Payments Including Late Fees:

\$ 2,711.75

#### Costs and Fees:

In addition to the amounts in arrears specified about, you are or may be obligated to pay the following estimated charges, costs, and fees to reinstate the Deed of Trust:

Trustee's Fees:	\$ 1,500.00
Title Report:	540.50
Trust Accounting Administration fees:	19.00
Trust Accounting Foreclosure fee:	50.00
Service/Posting of Foreclosure Notices:	100.00
Long Distance Telephone Charges:	25.00
Recording fees:	65.00



Statutory mailing costs: Photocopies: Subtotal:	50.00 20.00 <b>\$ 2,369.50</b>
Total Current Estimated Reinstatement Amount:	\$ 5,081.25
Additional Arrearages:	
Payment due 6/1/04:	\$ 537.35
Late charge:	5.00
Payment due 7/1/04:	537.35
Late charge:	5.00
Payment due 8/1/04:	537.35
Late charge:	5.00
Subtotal:	\$ 1,627.05
	,
Additional Costs and Fees:	
Additional trustees' or attorney's fees:	
Publication costs	<u>\$ 700.00</u>
Subtotal:	\$ 700.00

Additional default(s) for which this foreclosure is made, not including defaults specified above, are as follows:

Total Estimated Reinstatement Amount as of August 30, 2004:

Lien claimed by the State of Washington, Department of Social and Health Services in the amount of \$13,832.26, recorded December 8, 2003 under Auditor's File No. 200312080012.

Payment of the first half of 2004 real property taxes was not made pursuant to the terms of the Deed of Trust. The amount in arrears is \$183.10, plus interest and penalty.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal approximately \$84,840.14, as of March 17, 2004, together with interest as provided in the note or other instrument secured, 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 **September 10**,



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\$7,408.30

2004. The default(s) referred to in paragraph III must be cured by August 30, 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 August 30, 2004 (11 days before the sale date) the default(s) 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 August 30, 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:

Louise Ann Reynolds 35061 So. Shore Drive Mount Vernon, WA 98274

Jeff David Reynolds 33474 West Shore Drive Mount Vernon, WA 98274

Louise Ann Reynolds 33474 West Shore Drive Mount Vernon, WA 98274

Jeff David Reynolds 35061 So. Shore Drive Mount Vernon, WA 98274

by both first class and certified mail on April 2, 2004, proof of which is in the possession of the Trustee, and the Borrower and Grantor were personally served on April 2, 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.

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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.

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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 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.

XI

## **NOTICE TO GUARANTORS**

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the Guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust; (2) the Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the trustee's sale; (3) the Guarantor will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and (5) in any action for a deficiency, the Guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale.

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

DATED this 26th day of May, 2004.

Craig E. Cammock, WSBA #24185

Successor Trustee

227 Freeway Drive, Ste B/P. O. Box 336

Mount Vernon, WA 98273

(360) 336-1000

State of Washington )

) ss

County of Skagit

I certify that I know or have satisfactory evidence that Craig E. Cammock 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: May 26, 2004.

OF WASHING

NOTARY PUBLIC in and for the State of Washington

Debbie J. Bahr

My appointment expires: 07/01/06