RECORDING REQUESTED BY

**Skagit County Auditor** 

6/4/2004 Page

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4 11:09AM

AND WHEN RECORDED MAIL TO:

Quality Loan Service Corp. 319 Elm Street, 2nd Floor San Diego, CA 92101-3006

CHICAGO TITLE ICG30841

Loan No.: 0017987934 APN: P30382/P113561

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS #: F-35059-WA-DM

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

NOTICE IS HEREBY GIVEN that the undersigned Trustee, FIDELITY NATIONAL TITLE INSURANCE COMPANYOF WASHINGTON, INC., will on the 9/3/2004, at 10:00 AM at THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE, 3RD AND KINCAID STREET, MOUNT 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:

SEE ATTACHED EXHIBIT "A".

Commonly known as:

25209 STAR VIEW DRIVE **BURLINGTON, WA 98273** 

"FORMERLY KNOWN AS"

16011 BEAVER LAKE ROAD MOUNT VERNON, WA 98273

which is subject to that certain Deed of Trust dated 5/10/2001, recorded 5/24/2001, under Auditor's File No. 200105240063, records of Skagit County, Washington, from BRADLY P. STORSTEEN AND KAREN S. STORSTEEN, HUSBAND AND WIFE, as Grantor(s), to LAND TITLE COMPANY, as Trustee, to secure an obligation in favor of FIRST HORIZON CORPORATION DBA FIRST HORIZON HOME LOANS, as Beneficiary.

- No action is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by said Deed of Trust/Mortgage.
- The default(s) for which this foreclosure is made is/are as follows: III.

Failure to pay when due the following amounts which are now in arrears: \$\$17,093.58 (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

- The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$281,609.07, together with interest as provided in the Note from the 1/1/2004, and such other costs and fees 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 9/3/2004. The defaults referred to in Paragraph III must be cured by 8/23/2004, (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 8/23/2004 (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 by the Grantor any time after the 8/23/2004 (11 days before the sale date) and before the sale, by the Grantor or his successor-in-interest by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.
- VI. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor-in-interest at the following address(es):

NAME
BRADLY P. STORSTEEN AND KAREN S.
STORSTEEN, HUSBAND AND WIFE

ADDRESS 16011 BEAVER LAKE ROAD MOUNT VERNON, WA 98273

BRADLY P STORSTEEN AND KAREN S STORSTEEN 25209 STAR VIEW RD MOUNT VERNON, WA 98273

by both first class and certified mail on 4/9/2004, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor-in-interest was personally served on 4/9/2004, if applicable, 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.
- 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.

For Sale information call: 916-387-7728 or logon to: www.calpost.com

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TS# = 35057 WA du
Loan No. 00/77% 7934
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.
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
DATED: June 63, 2004
a. Jonyan
FIDELITY NATIONAL TITLE INSURANCE COMPANY OF WASHINGTON, INC., Trustee  By: Andy Fragassi, Vice President
For Non-Sale Information: Quality Loan Service Corp. 319 Elm Street, 2 <sup>nd</sup> Floor San Diego, CA 92101 (619) 645-7711 (619) 645-7716
State of Carry ) ss. County of Orange )
On, before me,, before me,, before me,, a Notary Public in and for said County and State, personally appeared Andy Fragassi, AsstVice President, 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: <u>larmela Ausdale</u>
Notary Public in and for the State of, residing at,
CARMELA DRISDALE Commission # 1416967 Notary Public - Conforma Orange County My Comm. Expires May 10, 2007



## **EXHIBIT 'A'**

Tract A, of SHORT PLAT NO. 53-78, approved August 24, 1978, and recorded August 29, 1978 in Volume 3 of Short Plats, page 2, under Auditor's File No. 886473, records of Skagit County, Washington; being a portion of the South Half of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter, all in Section 20, Township 34 North, Range 5 East, Willamette Meridian;

TOGETHER WITH that portion of Tract B, of said Short Plat No. 53-78, recorded in Volume 3 of Short Plats, page 2, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of Tract A of said Short Plat No. 53-78;

Thence North 89°14'06" West along the Westerly prolongation of The North line of said Tract A, a distance of 328.89 feet;

Thence South 02°03'28" West parallel with the West line of said Tract A, a distance of 662.19 feet to the South line of said Tract B;

Thence South 89°09'55" East along said South line, a distance of 328.88 feet to the Southwest corner of said Tract A;

Thence North 02°03'28" East along the West line of said Tract A, a distance of 662.60 feet to the point of beginning.

Situated in Skagit County, Washington.

- END OF EXHIBIT 'A' -

