



200407210034

Skagit County Auditor

7/21/2004 Page 1 of 4 11:02AM

WHEN RECORDED MAIL TO:
First American Title Insurance Company
C/o INTEGRATED LENDER SERVICES
14320 FIRESTONE BLVD.
SUITE 303
LA MIRADA, CA 90638

FIRST AMERICAN TITLE CO.

81215

Trustee Sale # 57465 Loan # 68209010500699 Title # 2268462

Grantee: John L. Falavolito AF# 200104270112
Public

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

★ First American Title

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on 10/22/2004 at 10:00AM at The main entrance to the Skagit County Courthouse, 3rd and Kincaid Street, Mount Vernon, WA 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:

THAT PORTION OF GOVERNMENT LOT 3, SECTION 12, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 12, BEING A CONCRETE MONUMENT IN CASE ON THE CENTERLINE OF GUEMES ISLAND ROAD;
THENCE SOUTH 0 DEGREES 35'46" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 12, A DISTANCE OF 2,257.99 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 24'14" WEST A DISTANCE OF 192 FEET TO THE WEST LINE OF THE EAST 192 FEET OF SAID GOVERNMENT LOT 3;
THENCE NORTH 0 DEGREES 35'46" EAST ALONG THE WEST LINE OF THE EAST 192 FEET OF SAID GOVERNMENT LOT 3, A DISTANCE OF 75 FEET;
THENCE SOUTH 89 DEGREES 24'14" EAST, A DISTANCE OF 192 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE SOUTH 0 DEGREES 35' 46" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 12, A DISTANCE OF 75 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE EASTERLY 30 FEET FOR ROAD.
EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE CENTER OF SAID SECTION 12, BEING A CONCRETE MONUMENT IN CASE ON THE CENTERLINE OF GUEMES ISLAND ROAD; THENCE SOUTH 0 DEGREES 35' 46" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 12, A DISTANCE OF 2,257.99 FEET; THENCE NORTH 89 DEGREES 24' 14" WEST, A DISTANCE OF 192.00 FEET TO THE WEST LINE OF THE EAST 192.00 FEET OF SAID GOVERNMENT LOT 3, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 35' 46" EAST ALONG THE WEST LINE OF THE EAST 192.00 FEET OF SAID GOVERNMENT LOT 3, A DISTANCE OF 75.00 FEET; THENCE SOUTH 89 DEGREES 24' 14" EAST A DISTANCE OF 24.28 FEET;; THENCE SOUTH 1 DEGREE 27' 34" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 89 DEGREES 24' 14" WEST A DISTANCE OF 23.15 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THOSE CERTAIN WATER RIGHTS AND EASEMENT RESERVED IN INSTRUMENT RECORDED FEBRUARY 24, 1971, UNDER AUDITOR'S FILE NO. 749078. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Commonly known as: **7922 GUEMES ISLAND, ANACORTES, WA 98221**
APN: **P31379**

which is subject to that certain Deed of Trust dated **04/04/2001**, **Recorded on 04/27/2001, as Instrument No. 200104270112**, records of **Skagit** County, Washington, from **John L. Falavolito, An Unmarried Person**, as Grantor(s), to **PRLAP, Inc.**, as Trustee, to secure an obligation in favor of **Bank of America, N.A.**, as Beneficiary.

II.

No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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/Mortgage.

III.

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

Total Payments from 08/25/2003	\$6,255.70
Total Late Charges	\$164.03
Fees Due	\$65.00
Est. Foreclosure Fees and Costs	\$1,699.90
TOTAL DUE AS OF July 20, 2004	\$8,184.63

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$127,730.10**, together with interest as provided in the Note from **07/25/2003**, 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 the Deed of Trust as provided by statute. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on **10/22/2004**. The default(s) referred to in Paragraph III must be cured by **10/11/2004** (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 **10/11/2004** (11 days before the sale date), the default(s) as set forth in Paragraph III 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 **10/11/2004** (11 days before the sale date) and before the sale, by the Borrower or Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance by 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 or the Grantor's successor in interest at the following address(es):

John L. Falavolito
7922 GUEMES ISLAND, ANACORTES, WA 98221
49501 SAUK VALLEY RD, CONCRETE, WA 98237
407 PINE ST, MOUNT VERNON, WA 98273
PO BOX 238, CONCRETE, WA 98237-0238
PO BOX 562, SEDRO WOOLLEY, WA 98284



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by both first class and certified mail on 05/04/2004 proof of which is in the possession of the Trustee; and said written Notice of Default was posted in a conspicuous place 05/03/2004 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.

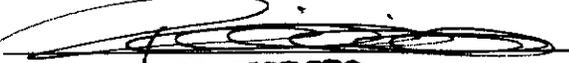
X.

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 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: 7/20/04

First American Title Insurance Company, As Trustee


RAUL LIRIO, ASST SEC

**G/O INTEGRATED LENDER SERVICES
14320 FIRESTONE BLVD.
SUITE 303
LA MIRADA, CA 90638
(800) 232-8787
FOR SALE INFORMATION PLEASE CALL: (916) 387-7728**



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STATE OF CALIFORNIA)

COUNTY OF Orange)

On 7-20-04 before me Elizabeth B Mills the undersigned, a Notary Public in and for said county, personally appeared Raul Uribe 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.

Elizabeth B Mills
Notary Public in and for said County and State



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