

RECORDING REQUESTED BY



200410070052

Skagit County Auditor

10/7/2004 Page

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6 11:50AM

AND WHEN RECORDED MAIL TO:

Meridian Trust Deed Service
4675 MacArthur Court Suite 1520
Newport Beach, CA 92660
949-477-5830

Loan No.: 92170010106961

TS #: 08831WA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CHICAGO TITLE ICG32382✓

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

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee ^{Fidelity National Title of WA} under the terms of the Deed of Trust described below and at the direction of the Beneficiary, will on the 01-07-2005, at 11:00 AM at AT THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE LOCATED IN THE CITY OF MOUNT VERNON, SKAGIT COUNTY, WASHINGTON, STATE OF WASHINGTON, will sell at public auction to the highest and best bidder, payable in cash or certified funds at the time of sale, the real property with the assessor's property tax parcel no. 360404-3-003-0209, 360404-3-003-0400, 360404-3-003 situated in the County of SKAGIT, State of Washington, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

INCLUDES: 73 SIERRA 62 X 24 VIN NO. K51331U

Commonly known as:

**OLD SITUS ADDRESS: 72 ALGER CCC RD SEDRO WOOLEY, WA 98284, NOW KNOWN AS
608 ALGER CCC RD
SEDRO WOOLEY, WA 98284 AND
700 ALGER CCC RD
SEDRO WOOLEY, WA 98284
TOGETHER WITH A MANUFACTURED HOME DESCRIBED AS:
73 SIERRA 62 X 24 VIN NO. K51331U**

which is subject to that certain Deed of Trust dated 02-05-1997, recorded 02-10-1997, under Auditor's File No. 9702100076, records of SKAGIT County, Washington, from STEVE A. AND DEBRA L. RAY HUSBAND AND WIFE, as Grantor(s), to BENEVEST SERVICES, INC., A WASHINGTON CORPORATION, as Trustee, to secure an obligation in favor of BENEFICIAL WASHINGTON INC. D/B/A BENEFICIAL MORTGAGE CO. OF WASHINGTON, 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 Grantor's default on the obligation secured by said Deed of Trust/Mortgage.

III. The Beneficiary alleges default of the Deed of Trust for the failure to pay the following amounts now in arrears and/or other defaults, to wit:

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A. PAYMENT INFORMATION

<u>FROM</u>	<u>THRU</u>	<u>NO.PMT</u>	<u>RATE</u>	<u>AMOUNT</u>	<u>TOTAL</u>
05-05-2004	10-05-2004	6	7.500	\$556.37	\$3,338.22

Total Late Charges: \$0.00
Advances, Taxes, Impounds, or Other Arrears \$463.33

SUBTOTAL: \$3,801.55

B. DEFAULT(S) OTHER THAN PAYMENT OF MONEY: DELINQUENT TAXES FOR THE YEARS 2002, 2003, 2004

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$75,908.08, together with interest as provided in the Note or other instrument secured from 04-05-2004, 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 said Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession, encumbrances on 01-07-2005. The defaults referred to in Paragraph III must be cured by 12-27-2004, (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 12-27-2004, (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 and discontinued any time after the 12-27-2004, (11 days before the sale date) and before the sale, by the Grantor or his successor-in-interest or by the holder of any recorded junior lien or encumbrance 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, plus the Trustee's fees and costs including the Trustee's reasonable attorney's fees, and curing all other defaults.

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):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

by both first class and certified mail on **08-27-2004**, proof of which is in the possession of the Trustee and/or its agent; and the Grantor or the Grantor's successor-in-interest was 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 herein, on **08-28-2004**, and the Trustee and/or its agent has possession of proof of such service or posting.

VII. After receiving a request for a statement of all costs and fees due at any time prior to the sale from any person entitled to notice under RCW 61.24.040(1)(b) the Trustee whose name and address are set forth below will provide the requested statement in writing to such person.

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.



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X. NOTICE TO OCCUPANTS AND 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 (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. For further information, please contact:

BENEFICIAL MORTGAGE CO. OF WASHINGTON
ATTN: VALERIE LATHAM
961 WEIGEL DRIVE
ELMHURST, IL 60126
800-958-2418 X7434

SALE LINE: (916)974-6099

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

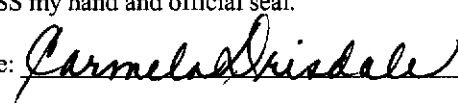
DATED: October 05, 2004
FIDELITY NATIONAL TITLE INSURANCE COMPANY OF WASHINGTON, INC, as Trustee
3500 188TH ST
LYNNWOOD, WA 98037

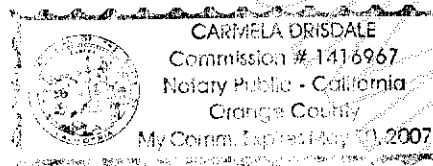

By: ANDY FRAGASSI, VICE PRESIDENT

State of CALIFORNIA) ss.
County of ORANGE)

On October 05, 2004, before me, the undersigned Notary Public in and for said County and State, personally appeared ANDY FRAGASSI 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: 



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EXHIBIT 'A'

That portion of the Northwest Quarter of the Southwest Quarter of Section 4, Township 36 North, Range 4 East of the Willamette Meridian, lying Westerly of the former railroad right of way, now the C.C.C. Road and lying Easterly of the Cain Lake Road as now established and lying Southerly of the following described line:

Commencing at the West Quarter corner of said Section 4;

Thence South $00^{\circ}05'32''$ West along the West line of said Southwest Quarter 291.22 feet to an intersection with the Westerly extension of a line of iron pipes as established on an existing fence line;

Thence South $89^{\circ}52'46''$ East along said line 581.97 feet to an iron pipe on the Easterly margin of said Cain Lake Road and the true point of beginning of said line;

Thence continue South $89^{\circ}52'46''$ East along said fence line 562.08 feet to an iron pipe on the Westerly margin of said C.C.C. Road and the terminus of said described line;

EXCEPTING from the above described tract the North 214.01 feet thereof (as measured at right angles to the North line of said described tract).

Situated in Skagit County, Washington



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EXHIBIT "B"

STEVE A. RAY
72 ALGER CCC RD
SEDRO WOOLEY, WA 98284

DEBRA L. RAY
72 ALGER CCC RD
SEDRO WOOLEY, WA 98284

OCCUPANTS OF THE PREMISES
72 ALGER CCC RD
SEDRO WOOLEY, WA 98284

STEVE A. RAY
608 ALGER CCC RD
SEDRO WOOLEY, WA 98284

DEBRA L. RAY
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SEDRO WOOLEY, WA 98284

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SEDRO WOOLEY, WA 98284



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SEDRO WOOLEY, WA 98284

OCCUPANTS OF THE PREMISES
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SEDRO WOOLEY, WA 98284

DEBRA L. ROALSON
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