

After recording Mail to

T.D. ESCROW SERVICES, INC.,
DBA T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988



200410280173

Skagit County Auditor

10/28/2004 Page 1 of 4 11:38AM

FIRST AMERICAN TITLE CO.

002: 2435977

NOTICE OF TRUSTEE'S SALE

02720

Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

T.S. No: L332178 WA Unit Code: L Loan No: 9900122506/FRY
AP No: 4774-000-010-0000 (P117823)

I
NOTICE IS HEREBY GIVEN THAT the undersigned trustee, T.D. Escrow Services Inc., dba T.D. Service Company, 1820 E. First St., Suite 210, P.O. Box 11988, Santa Ana, CA 92705, will on JANUARY 28, 2005 at the hour of 10:00 A.M. at INSIDE THE MAIN LOBBY OF THE SKAGIT COUNTY COURTHOUSE, 205 WEST KINCAID STREET MOUNT VERNON, State of WASHINGTON, sell at public auction to the highest and best bidder, payable at the time of the sale, the following described real property, situated in the County of SKAGIT, State of WASHINGTON, to Wit:

LOT 10, "PLAT OF GAGES CIRCLE", AS RECORDED UNDER SKAGIT COUNTY AUDITORS FILE NO. 200102130017

The street or other common designation if any, of the real property described above is purported to be:

1238 FENSKE LANE, BURLINGTON, WA 98233

The undersigned Trustee disclaims any liability for any incorrectness of the above street or other common designation.

which is subject to that certain Deed of Trust dated April 18, 2002, recorded April 24, 2002, under Auditor's File No. 200204240084 in Book --- Page ---, records of SKAGIT County, WASHINGTON, from NICHOLAS G. FRY, LESLIE G. FRY as Grantor, to FIRST AMERICAN TITLE INC. as Trustee, to secure an obligation in favor of WELLS FARGO HOME MORTGAGE, INC. as Beneficiary.

The beneficial interest was thereafter assigned under Auditor's No. 200204240085 to U.S. BANK, N.A. SUCCESSOR TO THE LEADER MORTGAGE COMPANY

II

T.S. No: L332178 WA Unit Code: L Loan No: 9900122506/FRY

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.

III

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

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

6 PYMTS FROM 05/01/04 TO 10/01/04 @ 1,141.35	\$6,848.10
TOTAL LATE CHARGES	\$295.16
RETURN CHECK	\$15.00
MISCELLANEOUS FEES	\$49.00

Sub-total of amounts in arrears: \$7,207.26

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

IV

The sum owing on the obligation secured by the Deed of Trust is principal \$126,187.37 together with interest as provided in the note or other instrument secured from 4/01/04, 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 the 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 1/28/05. The default(s) referred to in paragraph III must be cured by 1/17/05, (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 1/17/05, (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. The sale may be terminated any time after 1/17/05, (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



200410280173
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A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address:

NICHOLAS G. FRY
1238 FENSKE LANE
BURLINGTON, WA 98233

LESLIE G. FRY
1238 FENSKE LANE
BURLINGTON, WA 98233

OCCUPANT
1238 FENSKE LANE
BURLINGTON, WA 98233

by both first class and certified mail on September 27, 2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 24, 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 and 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 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 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



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Notice and other personal service may be served on the Trustee at:

T.D. ESCROW SERVICES INC.,
DBA T.D. SERVICE COMPANY
520 E. Denny Way
Seattle, WA 98122-2100
800/843-0260

DATED: October 28, 2004

T.D. ESCROW SERVICES INC., DBA T.D. SERVICE COMPANY,
SUCCESSOR TRUSTEE

By

CRYSTAL ESPINOZA, ASSISTANT SECRETARY

1820 E. First St., Suite 210
P.O. Box 11988
Santa Ana, CA 92705
800/843-0260

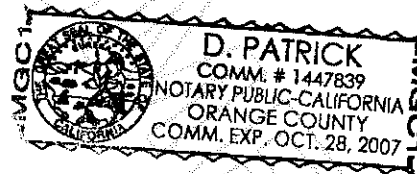
If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: 714/480-5690 or you may access sales information at www.ascentex.com/websales/

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

On 10/21/04 before me, D. PATRICK personally appeared CRYSTAL ESPINOZA, ASSISTANT SECRETARY 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

(Seal)



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