



200412170116
Skagit County Auditor

12/17/2004 Page 1 of 4 1:30PM

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.
83180

Trustee Sale # 57745 Loan # 471193 Title # 2483795
Abbreviated Legal: Tract A, Skagit County Short Plat #81-76, and portion Government Lot 6, Section 18, Township 35 North, Range 7 East W.M.

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

First American Title Co.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on **03/18/2005** 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:

PARCEL 1: *Gene L. Horton and Alma L. Horton Grantee*
Tract A, SKAGIT COUNTY SHORT PLAT NO. 81-76, approved January 10, 1977, and recorded in Volume 2 of Short Plats, page 15, under Auditor's File No. 848996, records of Skagit County, Washington; being a portion of Government Lot 6, Section 18, Township 35 North, Range 7 East of the Willamette Meridian. *Auditor File # 200101030074*

PARCEL 2: That portion of Government Lot 6, Section 18, Township 35 North, Range 7 East of the Willamette Meridian, described as follows: Commencing at the West Quarter corner of said Section 18; thence South 88 degrees 51' 23" East along the East-West centerline of said Section 18 a distance of 1,607.63 feet; thence South 00 degrees 44' 48" West parallel with the North-South centerline of said Section 18 a distance of 593.11 feet to the true point of beginning; thence South 80 degrees 30' 43" East a distance of 2.25 feet to the beginning of a curve to the left having a radius of 668.51 feet; thence along the arc of the curve through a central angle of 06 degrees 14' 04" a distance of 72.74 feet; thence South 03 degrees 12' 13" West a distance of 123.22 feet to a point on a curve having a radius point bearing North 01 degrees 25' 58" East a distance of 895.26 feet from said curve point; thence along the arc of the curve in a Westerly direction through a central angle of 05 degrees 40' 21" a distance of 88.63 feet; thence North 09 degrees 26' 17" East a distance of 126.52 feet to the true point of beginning. ALL situated in Skagit County, Washington. Together With That Certain 1999 Goldenwest Manufactured Home, Model 8111000 66X14, Serial No. GW0R23N22602, Which Is Located On Said Premises

Commonly known as: 36379 Cape Horn Rd, Sedro Woolley, WA 98284
APN: 350718-0-014-0105 & 350718-0-014-0303

which is subject to that certain Deed of Trust dated 12/26/2000, Recorded on 1/3/2001 as Instrument No. 200101030074 Together With That Certain 1999 Goldenwest Manufactured Home, Model 8111000 66X14, Serial No. GW0R23N22602, Which Is Located On Said Premises, records of Skagit County, Washington, from Gene L. Horton and Alma L. Horton, as Grantor(s), to Island Title Company, as Trustee, to secure an obligation in favor of Oakwood Acceptance Corporation, as Beneficiary, the beneficial interest of which was assigned to JPMORGAN CHASE BANK, AS TRUSTEE F/K/A CHASE MANHATTAN TRUST COMPANY NATIONAL ASSOCIATION, AS TRUSTEE U/A DATED AS OF JUNE 01, 2001.

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 07/01/2004	\$4,075.42
Escrow	\$328.30
Est. Foreclosure Fees and Costs	\$1,659.42
TOTAL DUE AS OF December 15, 2004	\$6,063.14

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$70,634.04, together with interest as provided in the Note from 06/01/2004, 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 the Deed of Trust as provided by statute. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on 03/18/2005. The default(s) referred to in Paragraph III must be cured by 03/07/2005 (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 03/07/2005 (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 03/07/2005 (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,



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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):

**Gene L. Horton and Alma L. Horton
36379 Cape Horn Rd, Sedro Woolley, WA 98284
PO Box 146, Concrete, Wa 98237**

by both first class and certified mail on 11/10/2004 proof of which is in the possession of the Trustee; and said written Notice of Default was posted in a conspicuous place 11/11/2004 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 FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING WRITTEN NOTICE TO YOUR BENEFICIARY'S OFFICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE.



Dated: 12/15/04

FIRST AMERICAN TITLE INSURANCE COMPANY, As Trustee

DENNIS CANLAS, ASST. SEC.

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

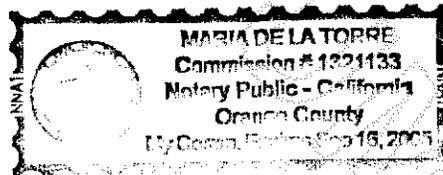
STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On 12/15/04 before me Maria Delatorre the undersigned, a Notary Public in and for said county, personally appeared DENNIS CANLAS 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.

Maria Delatorre
Notary Public in and for said County and State



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