Return To:

Standard Trust Deed Service Co. 2600 Stanwell Drive, Suite 200 P.O. Box 5070 (94524-0070) Concord, CA 94520 200501060092 Skagit County Auditor

1/6/2005 Page

1 of

4 3:12PM

2503125

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No: 8790813/472/BYRN

FIRST AMERICAN TITLE CO.

TS No: WNMC-061485

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that Standard Trustee Service Company Washington, the successor Trustee will sell on 4/8/2005, at 10:00 AM at THE KINCAID ST. ENTRY TO THE SKAGIT COUNTY COURTHOUSE, MT. VERNON, WA 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:

THE NORTH 142 FEET OF THE SOUTH 406 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., EXCEPT PEEN ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

APN: 340324-4-011-0008 (P22645)

Common address purported to be: 15688 PENN ROAD MOUNT VERNON, WA 98273

which is subject to that certain Deed of Trust dated 6/27/2001, recorded 6/29/2001, under Auditor's File No. 200106290125, in Book , Page records of Skagit County, Washington, from David F. Byrn, a married person as his separate estate and Helen M. Byrn, a single person, as Grantor(s), to Land Title Company, as Trustee, to secure an obligation in favor of Wells Fargo Home Mortgage, Inc., as Beneficiary, , records of Skagit, Washington.

NOTE INFORMATION

Note Dated:

6/27/2001

Note Amount:

\$166,250,00

Interest Paid To:

7/1/2004

Next Due Date:

8/1/2004

II. 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/Mortgage.

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:

PAYMENT INFORMATION

FROM 7HRU NO.PMT AMOUNT TOTAL 8/1/2004 1/3/2005 6 \$1,566.64 \$9,399.84

LATE CHARGE INFORMATION

FROM 8/1/2004 1/3/2005 5 NO. LATE CHARGES TOTAL \$276.50

OTHER ARREARS \$814.30
Foreclosure Fees and Costs \$1,675.31
Total amount currently in arrears & delinquent \$12,165.95

Default(s) other than payment of money:

Proof Real Estate Taxes are paid (if applicable)
Proof Senior Encumbrances are paid (if applicable)
Proof Homeowners Insurance and Dues are paid (if applicable)

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$160,752.23, together with interest as provided in the Note or other instrument secured from 7/1/2004, and such other costs and fees as are due under the note or other instrument secured, and as 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, expressed or implied, regarding title, possession or encumbrances on 4/8/2005. The defaults referred to in Paragraph III must be cured by 3/28/2005, (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 3/28/2005 (11 days before the sale) 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 the 3/28/2005 (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 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 at the following address(es):

See Attached Mail List attached hereto and made a part hereof

by both first class and certified mail on 11/30/2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 12/1/2004, 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 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.

200501060092 Skagit County Auditor

4 3:12PM

1/6/2005 Page 2 of

- 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 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.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. FOR SALE INFORMATION CALL (925) 603-7342.

ADDRESS FOR SERVICE: c/o I-5 Legal Support NW, LLC, 824 Post Avenue, Seattle, WA 98104

Dated: 1/3/2005

STANDARD TRUSTEE SERVICE COMPANY WASHINGTON, successor Trustee 2600 Stanwell Dr., Ste 200 Concord, CA 94520 (925)603-1000

Amy Rigsby, Assistant Secretary

State of California) ss. County of Contra Costa)

On 1/3/2005, before me, Autumn R. Skerski, a Notary Public in and for said County and State, personally appeared Amy Rigsby 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: (LILLY)
Autumn R. Skerski

AUTUMN R. SKERSKI
Commission # 1536126
Notary Public - California
Contra Costa County
My Comm. Expires Dec 18, 2008



1/6/2005 Page

3 of 4 3:12PM

Mail List Attached Hereto and made a Part hereof

David F. Byrn 15688 PENN ROAD MOUNT VERNON, WA 98273

Helen M. Byrn 15688 PENN ROAD MOUNT VERNON, WA 98273

Occupants of the premises 15688 PENN ROAD MOUNT VERNON, WA 98273



1/6/2005 Page

4 3:12PM