

WHEN RECORDED MAIL TO:
LandAmerica Default Services
P.O.Box 25088
Santa Ana, CA 92799



200501130071
Skagit County Auditor

1/13/2005 Page 1 of 6 11:17AM

CHICAGO TITLE ICG33383 ✓

T.S. #: F042016-CR / WA Loan #: 0437319643 Title #: 4511644
FIDELITY NATIONAL TITLE - NDS

**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, LAWYERS TITLE INSURANCE CORPORATION will on 04/08/2005 at 10:00AM at AT THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE, 205 W. KINCAID STREET, MT. 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:

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

Commonly known as: 3560 NW BUTLER CREEK ROAD SEDRO WOOLLEY, WA 98284,
APN: 360420-4-006-0105, 360420-0-007-003

which is subject to that certain Deed of Trust dated 11/20/2003, Recorded on NOVEMBER 25, 2003 AS INSTRUMENT NO 200311250116, records of Skagit County, Washington, from TODD LYNN AND TAMARA LYNN HUSBAND AND WIFE, as Grantor(s), to LAND TITLE INSURANCE CORP., as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION, as Beneficiary, the beneficial interest of which was assigned to MORTGAGE ELECTRONIC REGISTRATION, records of Skagit County, Washington.

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 09/01/2004	\$9,386.55
Total Late Charges	\$316.72
Advances/Expenses	\$99.32
Est. Foreclosure Fees and Costs	\$1,847.50
TOTAL DUE AS OF January 4, 2005	\$11,650.09

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$209,895.14**, together with interest as provided in the Note from **08/01/2004**, 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 **04/08/2005**. The default(s) referred to in Paragraph III must be cured by **03/28/2005** (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 **03/28/2005** (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 **03/28/2005** (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, 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):

TODD LYNN
3560 NW BUTLER CREEK ROAD
SEDRO WOOLEY, WA 98284

TAMARA LYNN
3560 NW BUTLER CREEK ROAD
SEDRO WOOLEY, WA 98284

by both first class and certified mail on **11/29/2004** proof of which is in the possession of the Trustee; and said written Notice of Default was posted in a conspicuous place **11/30/2004** 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.

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other processes may be served upon the trustee at:

**Lawyers Title Insurance Corporation
Attn: Default Services – Legal Department
1200 Sixth Avenue, Suite 1900
Seattle, WA 98101**

(866) 459-2021 / Foreclosure Department

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: January 4, 2005

Lawyers Title Insurance Corporation

PLEASE SEE SIGNATURE PAGE ATTACHED



200501130071
Skagit County Auditor

SIGNATURE PAGE FOR NOTICE OF SALE

Trustee Sale No. FD42011-CR/WA

Title No. 4571644

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

Dated: January 12, 2005

Lawyers Title Insurance Corporation

Kim Fierro
Kim Fierro, Assistant Secretary

Lawyers Title Insurance Corporation
C/o LANDAMERICA DEFAULT SERVICES COMPANY
P.O. Box 25088
Santa Ana, CA 92799-5088
Phone: (949) 885-4500 Priority Sale Line: (714) 573-1965 or www.priorityposting.com Reliable Sale Line (619) 590-1221

STATE OF California

COUNTY OF Orange

On 1/12/05 before me the undersigned, a Notary Public in and for said county, personally appeared Kim Fierro, 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]
Notary Public in and for said County and State

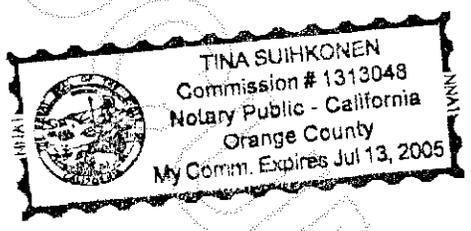


EXHIBIT 'A'

PARCEL A:

That portion of the North Half of the Southeast Quarter of Section 20, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the intersection of the Parson Creek Road and the Butler Creek Road;
thence North along the West line of the Butler Creek Road to a stake which is approximately 20 feet South of the South line of a cement slab as the same existed on August 8, 1967, and the true point of beginning;
thence North 331 feet to a point approximately 100 feet South of the North line of the Southeast Quarter of said Section 20;
thence West 129 feet;
thence South 331 feet;
thence East 129 feet, more or less, to the true point of beginning;

EXCEPT the following described tract:

Beginning at the Northeast corner of the above described main tract;
thence West 129 feet;
thence South 31 feet;
thence East 129 feet;
thence North 31 feet to the point of beginning.

Situated in Skagit County, Washington.

PARCEL B:

That portion of the North Half of the Southeast Quarter of Section 20, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point 31 feet South of the Northwest corner of that certain tract described in deed dated September 8, 1967, and recorded September 11, 1967, under Auditor's File No. 704189, records of Skagit County, Washington, which point is approximately 131 feet South of the North line of said Southeast Quarter and is 129 feet West of the West line of the Butler Creek Road;
thence South 209 feet;
thence West 50 feet;
thence North 209 feet;
thence East 50 feet to the true point of beginning;

Continued

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CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

PARCEL B continued:

EXCEPTING from the above described Parcels A and B, that portion lying within the boundaries of the following described tract:

Beginning at the Northeast corner of Tract B of Skagit County Short Plat No. 107-78, recorded in Volume 3 of Short Plats, page 73, under Auditor's File No. 7902260001, records of Skagit County, Washington;
thence South 05°20'10" East along the East line of said Tract B, a distance of 131.95 feet to the true point of beginning of this description;
thence North 88°38'35" West along the boundary of said Tract B, a distance of 163.89 feet;
thence South 02°00'12" East, a distance of 25.49 feet;
thence South 88°38'35" East, a distance of 179.61 feet;
thence North 01°52'36" West, a distance of 15.04 feet;
thence North 05°30'10" West, a distance of 10.51 feet;
thence North 88°38'35" West, a distance of 15.11 feet to the true point of beginning.

Situated in Skagit County, Washington.

PARCEL C:

That portion of Parcel B of SKAGIT COUNTY SHORT PLAT NO. 107-78 as recorded February 26, 1979, in Volume 3 of Short Plats, page 73, under Auditor's File No. 7902260001, records of Skagit County, Washington, described as follows:

Beginning at the most Southeasterly corner of said Tract B;
thence North 02°00'12" West along the East line of said Tract B, a distance of 91.52 feet;
thence North 88°38'35" West, a distance of 50 feet;
thence South 02°00'12" East, a distance of 76.17 feet to the South line of said Tract B;
thence South 71°53'05" East, a distance of 53.16 feet to the point of beginning.

Situated in Skagit County, Washington.

- END OF EXHIBIT 'A' -



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