

After recording return document to:
ZENDER THURSTON, P.S.
P.O. BOX 5226
BELLINGHAM, WA 98227



200503080057
Skagit County Auditor

3/8/2005 Page 1 of 4 10:33AM

DOCUMENT TITLE: **NOTICE OF TRUSTEE'S SALE**

REFERENCE NUMBER OF RELATED DOCUMENT: **199909070092**

GRANTOR: **DANIEL D. ZENDER, ESQ., TRUSTEE**

GRANTEE(S): **RANDY CHRISTENSEN**

ABBREVIATED LEGAL DESCRIPTION: **W $\frac{1}{2}$ NE NW Sec 11, T 35N, R8E, W.M.**

ASSESSOR'S TAX PARCEL NUMBER(S): **350811-2-001-0003 R43777**

NOTICE OF TRUSTEE'S SALE

TO: RANDY CHRISTENSEN

1. NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 10th day of June, 2005, at the hour of 10:00 o'clock a.m. on the front steps of the Skagit County Courthouse, in the City of Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Whatcom, State of Washington, to-wit:

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 35 North, Range 8 East, W.M. (Also known as Parcel A of that Survey recorded April 2, 1991, in Volume 11 of Surveys, Page 14, Auditor's File No. 9104020044, records of Skagit County, Washington.

which is subject to that certain Deed of Trust dated August 5, 1999, and recorded on August 7, 1999, under Skagit County, Washington, Auditor's File No. 199909070092 from **Randy Christensen**, as Grantor, to First American Title Company, as Trustee, to secure

an obligation in favor of **Amber Enterprises, Inc.**, as Beneficiary.

2. 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 the Deed of Trust.

3. The default, for which this foreclosure is made is as follows:

Monetary Default:

a. Failure to make principal and interest payments due monthly from September 15, 2002 through February 15, 2005, together with default interest pursuant to the terms of the Promissory Note dated August 5, 1999; and

Non-Monetary Default:

a. Failure to keep the property free and clear of all other charges, liens or encumbrances.

b. Failure to pay real property taxes when due for the years 2003, 2004, and 2005 in the amount of \$130.34.

4. The sum owing on the obligation secured by the Deed of Trust is: Principal balance, \$29,657.81, together with interest as provided in the Note or other instrument secured from the 15th day of July, 2002, and such other costs of cure and fees as are due under the Note or other instrument secured, and as are provided by statute.

5. 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 the 10th day of June, 2005. The defaults referred to in paragraph 3 must be cured by the 30th day of May, 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 before the 30th day of May, 2005 (11 days before the sale date), the default as set forth in paragraph 3 is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 30th



day of May, 2005 (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by 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.

6. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantors' successor in interest at the following address:

NAME
Randy Christensen

ADDRESS
P.O. Box 991
Concrete, WA 98237

by both first class and certified mail on the 12th day of January, 2005, proof of which is in the possession of the Trustee; and the written notice of default was posted in a conspicuous place on the real property described in paragraph 1 above on the 14th day of January, 2005, and the Trustee has possession of proof of such posting.

7. The Trustee, whose name and address is 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.

8. 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.

9. 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.

10. NOTICE TO OCCUPANTS OR TENANTS. The purchaser at the trustee's sale

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