



200503100142

Skagit County Auditor

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When recorded return to:

Name Jerome A. Froland

Address P.O. Box 13125

Mill Creek WA 98082

FILE NAME: ROB ROY BITTMANN, III  
FILE NUMBER: 04A0513

# DOCUMENT SUMMARY

DOCUMENT TITLE (OR TRANSACTIONS CONTAINED THEREIN) NOTICE OF TRUSTEE'S SALE  
REFERENCE NUMBERS OF RELATED DOCUMENTS 200010270047  
PAGE OF DOCUMENT

GRANTOR(S) JEROME FROLAND TRUSTEE  
GRANTEE(S) THE PUBLIC

LEGAL DESCRIPTION ABBREVIATED: IE., LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE:  
LOTS 68 AND 69, "CASCADE RIVER PARK NO. 3" ACCORDING TO THE PLAT THEREOF,  
RECORDED IN VOLUME 9 OF PLATS, PAGE 22, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
TAX ACCOUNT NUMBER: 3873-000-069-0006- P63942  
3873-000-068-0007- P63941

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

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

TO:  
ROB ROY BITTMANN  
P.O. BOX 289  
GOLD BAR WA 98251

ROB ROY BITTMANN  
235 8TH ST.  
GOLDBAR WA 98251

### I.

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., at SKAGIT COUNTY SUPERIOR COURTHOUSE,  
in the City of MT. VERNON, SKAGIT County, 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(ies) of SKAGIT, State

of Washington, to-wit:

LOTS 68 AND 69, "CASCADE RIVER PARK NO. 3" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 22, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH AN UNDIVIDED INTEREST, IF SUCH INTEREST EXISTS, IN ALL PROPERTY OWNED OF RECORD IN THE NAME OF CASCADE RIVER COMMUNITY CLUB, A NONPROFIT CORPORATION.

(commonly known as VACANT LAND) which is subject to that certain Deed of Trust dated 26TH DAY OF OCTOBER, 2000, recorded 27TH DAY OF OCTOBER, 2000, under Auditor's File No. 200010270047, records of SKAGIT County, Washington, from ROB ROY BITTMANN, as Grantor, to Jerome A. Froland as Trustee, to secure an obligation in favor of WESTAR FINANCIAL INC. as Beneficiary, the beneficial interest in which was assigned to WESTAR FINANCIAL INC.

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.

III.

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

[If default is for other than payment of money, set forth the particulars.]

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

1. Failure to keep property taxes current.
2. Failure to pay balloon payment when due on 1-1-2004 \$3,000.00
- Failure to pay accrued interest from 10-1-2004 @ 2.08
- per diem through 2-25-2005 (148 days) \$ 307.84

TOTAL MONTHLY PAYMENTS AND LATE CHARGES: \$ 3,307.84

IV.

The sum owing on the obligation secured by the Deed of Trust is:

Principal \$3,000.00, together with interest as provided in the note or other instrument secured from the 27TH DAY OF OCTOBER, 2000 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. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 10TH DAY OF JUNE, 2005. The default(s) referred to in paragraph III 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 on or before the 30TH DAY OF MAY, 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. 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 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.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Name

ROB ROY BITTMANN, III  
P.O. BOX 289  
GOLD BAR WA 98251

ROB ROY BITTMANN, III  
235 8TH ST.  
GOLDBAR WA 98251

by both first class and either registered or certified mail on the 3RD DAY OF DECEMBER, 2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 8TH DAY OF DECEMBER, 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.

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 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



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