

**AFTER RECORDING, RETURN TO:**

GREGORY L. KOSANKE, ATTORNEY  
SMITH KOSANKE & WRIGHT, P.L.L.C.  
105 - 5th Street, Suite 201  
P.O. Box 632  
Lynden, WA 98264



200503230023

Skagit County Auditor

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**AUDITOR INFORMATION:**

<b>Document Title:</b>	Notice of Foreclosure
<b>Reference Nos. of Document(s) Assigned or Released:</b>	200204100098 (Deed of Trust)
<b>Grantor (Trustee/Successor Trustee):</b>	Gregory L. Kosanke of SMITH KOSANKE & WRIGHT, P.L.L.C.
<b>Debtor (Deed of Trust Grantor):</b>	KURT E. IMES
<b>Beneficiary of Deed of Trust:</b>	PEOPLES BANK
<b>Legal Description:</b>	Including manufactured home 1989 Skyline Oakmanor 66 x 28 Serial Number 32910351Y, Lot 1 of Skagit County Short Plat Number PL01-0296 recorded under Auditor's File Number 200108140104 being a portion of the Northeast quarter.
<b>Tax Parcel Number(s):</b>	P42706 / 350715-1-004-0108

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**NOTICE OF FORECLOSURE  
PURSUANT TO REVISED CODE OF WASHINGTON  
CHAPTER 61.24 RCW**

**TO:** KURT E. IMES  
8344 Emmanuel Lane,  
Concrete, Washington 98273

**AND TO:** KURT E. IMES  
606 John Liner Road  
Sedro Woolley, Washington 98284

**AND TO:** DEPARTMENT OF LICENSING  
FRED STEPHENS, Agency Director  
P.O. Box 9020  
Olympia, Washington 98507-9020

AND TO: ERROL HANSON FUNDING INC.  
P.O. Box 508  
Sedro-Woolley, Washington 98284

AND TO: LAND TITLE COMPANY OF SKAGIT COUNTY  
P.O. Box 445  
Burlington, Washington 98233

AND TO: STATE OF WASHINGTON  
DEPARTMENT OF LABOR & INDUSTRIES  
PATRICK BARTON  
525 East College Way, Suite H  
Mt. Vernon, Washington 98273-5500

AND TO: OSO LUMBER, INC.  
c/o MATTHEW J. McCAFFERTY  
Chism, Thiel, McCafferty & Campbell, PLLC  
2001 Western Avenue, Suite 430  
Seattle, Washington 98121

AND TO: OSO LUMBER, INC.  
c/o MICHAEL L. COOK, Registered Agent  
21015 State Road NE #9  
Arlington, Washington 98223

AND TO: DAWN RENEE IMES  
606 John Liner Road  
Sedro Woolley, Washington 98284

AND TO: DAWN RENEE IMES  
8344 Emmanuel Lane  
Concrete, Washington 98273

AND TO: DAVID L. YAMASHITA  
1303 South 2<sup>nd</sup> Street  
Mt. Vernon, Washington 98273

AND TO: THE STATE OF WASHINGTON  
DEPARTMENT OF EMPLOYMENT SECURITY  
Bellingham District Tax Office  
P.O. Box 978  
Bellingham, Washington 98227



AND TO: NATIONAL ASSOCIATION OF CREDIT MANAGEMENT  
WESTERN WASHINGTON – ALASKA  
c/o MATTHEW J. McCafferty  
Chism, Thiel, McCafferty & Campbell, PLLC  
2001 Western Avenue, Suite 430  
Seattle, Washington 98121

AND TO: ISLAND ELECTRIC, INC.  
c/o NANCY C. IVARINEN  
Fairhaven Legal Associates, P.S.  
P.O. Box 526  
Burlington, Washington 98233

AND TO: ISLAND ELECTRIC AND SUPPLY INCORPORATED  
c/o JOHN TIBBLES, Registered Agent  
2220 Hickory Drive  
Anacortes, Washington 98221

AND TO: STATE OF WASHINGTON  
DEPARTMENT OF REVENUE COMPLIANCE  
ADMINISTRATION  
Olympia, Washington 98501-1267

AND TO: CONTINENTAL SAVINGS BANK  
c/o CONTINENTAL ESCROW COMPANY  
1601 William Way  
Mt. Vernon, Washington 98273

AND SERVED / POSTED AT:

8344 Emmanuel Lane  
Concrete, Washington 98237

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to Peoples Bank, the Beneficiary of your Deed of Trust and owner of the obligation secured thereby. Unless the default(s) is/are cured, your property will be sold at auction on the 8<sup>th</sup> day of July 2005, by the undersigned Successor Trustee, Gregory L. Kosanke.

To cure the default(s), you must bring the payments current, cure any other defaults and pay accrued late charges and other costs, advances and attorney's fees as set forth below by the 28<sup>th</sup> day of June 2005 (11 days before the sale date). To date, these arrearages, charges, costs and fees are as follows:



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	<u>Through</u> <u>02/01/05</u>	<u>Estimated Through</u> <u>06/24/05</u>
(a) Past due principal (06-01-04 through 02-01-05)	\$4,574.30	\$5,084.50
(b) Interest	7,543.70	10,854.50
(c) Late charge	716.40	716.40
(d) Other fees	0.00	0.00
(e) Insurance and Taxes	2,972.79	4,667.79

**ESTIMATED CHARGES:**

(f) Posting of Notice of Default (estimated)	\$75.00	\$75.00
(g) Copying expense (estimated)	30.00	30.00
(h) Postage (estimated)	25.00	25.00
(i) Trustee's fee	250.00	250.00
(j) Attorney's fees (estimated)	750.00	750.00
(k) Cost of Title Report for foreclosure (estimated)	<u>450.00</u>	<u>450.00</u>

**TOTAL ARREARAGES, CHARGES, COSTS  
AND FEES ESTIMATED:**

\$1,580.00      \$22,903.19

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured:

<u>Default</u>	<u>Description of Action Required to Cure &amp; Documentation Necessary to Show Cure</u>
None	N/A

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the 28<sup>th</sup> day of June 2005 (11 days before the sale date), by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes, other payments may become due, and any further payments coming due and any additional late charges



must be added to your reinstating payment. Any new defaults not involving payment of money that occur after the date of this Notice must also be cured in order to effect reinstatement. **In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Successor Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay.** Tender of payment or performance must be made to:

ATTN: Gregory L. Kosanke, Attorney  
105 Fifth Street, Suite 201  
P.O. Box 632  
Lynden, Washington 98264  
(360) 354-4482

Reinstatement or payoff money should be in cash and/or cashier's or certified check. AFTER THE 28<sup>th</sup> day of June 2005, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance of \$134,234.70 plus accrued interest at the present rate of 7.5% in the amount of \$7,543.70 through February 1, 2005, plus interest thereafter at a per diem rate of \$27.59, plus late charges and accrued fees as of February 1, 2005 in the amount of \$1,000.00 (estimated) (items (i) and (j) listed above), plus costs, fees and any other expenses of Trustee, if any, made pursuant to the terms of the documents, and by curing the other defaults as outlined above.

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. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. 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 the Trustee's Sale pursuant to RCW 61.24.130 upon five (5) days' notice to the Successor 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 process may be served on the Successor Trustee at:

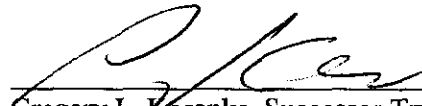
ATTN: Gregory L. Kosanke, Attorney  
105 Fifth Street, Suite 201  
P.O. Box 632  
Lynden, Washington 98264  
(360) 354-4482

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold to satisfy the



obligations secured by your Deed of Trust. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property.

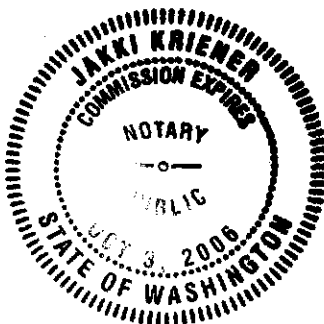
DATED this 22<sup>nd</sup> day of March 2005.

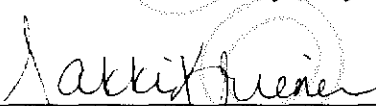
  
\_\_\_\_\_  
Gregory L. Kosanke, Successor Trustee  
Smith Kosanke & Wright, P.L.L.C.  
105 Fifth Street, Suite 201  
P.O. Box 632  
Lynden, WA 98264  
Tel: (360) 354-4482

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this 22<sup>nd</sup> day of March 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Gregory L. Kosanke, known to be the Successor Trustee described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



  
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NOTARY PUBLIC in and for the State of Washington,  
residing at Blaine My  
commission expires 10/3/06

