


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


200503230024
Skagit County Auditor
3/23/2005 Page 1 of 8 9:19AM

AUDITOR INFORMATION:

Document Title:	Notice of Trustee's Sale
Reference Nos. of Document(s) Assigned or Released:	200204100098 (Deed of Trust)
Grantor (Trustee/Successor Trustee):	Gregory L. Kosanke of SMITH KOSANKE & WRIGHT, P.L.L.C.
Debtor (Deed of Trust Grantor):	KURT E. IMES
Beneficiary of Deed of Trust:	PEOPLES BANK
Legal Description:	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.
Tax Parcel Number(s):	P42706 / 350715-1-004-0108

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

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 2nd 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

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the **8th day of July 2005, at the hour of 10 o'clock A.M.** at 205 W. Kincaid, Mt. Vernon, Washington, 98225, 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 Skagit, State of Washington, to-wit:

Including manufactured home 1989 Skyline Oakmanor 66 x 28 Serial Number



Parcel A:

Lot 1 of Skagit County Short Plat No. PL01-0296, approved August 13, 2001 and recorded August 14, 2001, under Auditor's File No. 200108140104, being a portion of the Southwest Quarter of the Northeast Quarter of Section 15, Township 35 North, Range 7 East of the Willamette Meridian.

Parcel B:

An easement for ingress, egress, and utilities as shown on the face of Skagit County Short Plat No. 93-071, approved October 21, 1994, and recorded November 3, 1994, in Volume 11 of Short Plats, page 135, under Auditor's File No. 9411030038, being a portion of the Southwest Quarter of the Northeast Quarter of Section 15, Township 35 North, Range 7 East of the Willamette Meridian.

Parcel C:

An easement for road utilities, and right-of-way 60.00 feet wide by 185.00 feet long, more or less, in Government Lot 1, Section 15, Township 35 North, Range 7 East of the Willamette Meridian, being the West 60.00 feet of said Lot 1 lying between the Northerly right-of-way line of the Cape Horn County Road as conveyed to Skagit County by deed recorded May 12, 1967, under Auditor's File No. 698925, records of Skagit County, Washington, and the North line of said Government Lot 1;

And also, a tract of land 60.00 feet wide by 60.00 feet long in the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 15, Township 35 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 15; thence North 88°45' East 60.00 feet; thence North 01°35' West 60.00 feet; thence South 88°45' West 60.00 feet; thence South 01°35' East 60.00 feet to the point of beginning.

All situated in Skagit County, Washington.

Tax Parcel No. P42706 / 350715-1-004-0108

The property's mailing address is 8344 Emmanuel Lane, Concrete, Washington 98237

which is subject to that certain Deed of Trust dated the 20th day of March 2002, recorded the 10th day of April 2002, under Auditor's File No. 200204100098, records of Skagit County, Washington, from Kurt E. Imes, as Grantor, to Island Title Company, as Trustee, the trustee interest in which was appointed to Gregory L. Kosanke of Smith Kosanke & Wright, P.L.L.C. as Successor Trustee recorded under Auditor's File No. 200502230035, to secure an obligation in favor of Peoples Bank, as Beneficiary.



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:

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

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

TOTAL DEFAULTS (estimated) \$15,807.19

The above defaults have necessitated the Trustee to incur the following charges, costs and fees which the Grantors will be obligated to pay in addition to the above monthly payment to reinstate the Grantors' loan prior to the NOTICE OF TRUSTEE'S SALE:

ESTIMATED CHARGES

(a)	Posting of Notice of Default (estimated)	\$75.00
(b)	Copying expense (estimated)	30.00
(c)	Postage (estimated)	25.00
(d)	Trustee's fee	250.00
(e)	Attorney's fees (estimated)	750.00
(f)	Cost of Title Report for foreclosure	<u>665.00</u>

TOTAL ESTIMATED CHARGES: \$1,795.00



IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$134,234.70, together with interest as provided in the Note or other instrument secured from the 20th day of March 2002 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 8th day of July 2005. The default(s) referred to in paragraph III must be cured by the 28th day of June 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 28th day of June 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 28th day of June 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 / Grantor at the following addresses:

TO: KURT E. IMES
8356 Emmanuel Lane,
Concrete, Washington 98273

AND TO: KURT E. IMES
606 John Liner Road
Mount Vernon, Washington 98273

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

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

by both first class and certified mail on the 9th day of February 2005 with corrections on the 15th day of February 2005, proof of which is in the possession of the Trustee; and the Borrower / Grantor were



personally served on the 18th day of February 2005, 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 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.

A copy of the Deed of Trust and documents evidencing the obligation secured thereby are attached to this Notice of Trustee's Sale.

XI. NOTICE TO OCCUPANTS OR TENANTS

If the property being foreclosed is a single family residence, condominium, cooperative or building containing fewer than five units, state law requires that the following additional notice be given:

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.

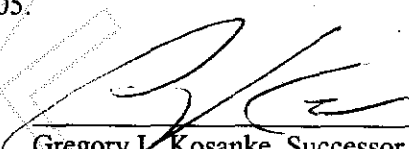
XII. NOTICE TO GUARANTORS

If the Deed of Trust being foreclosed secures a commercial loan and you are a guarantor of the loan, the following statements apply to you:



1. You may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's Sale is less than the debt secured by the Deed of Trust;
2. You have the same rights to reinstate the debt, cure the default or repay the debt as is given to the grantor in order to avoid the Trustee's Sale;
3. You will have no right to redeem the property after the Trustee's Sale;
4. Subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the Trustee's Sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and
5. In any action for a deficiency, you will have the right to establish the fair value of the property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit your liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the Trustee's Sale, plus interest and costs.

DATED this 22nd 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

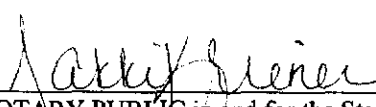
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) ss.
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COUNTY OF WHATCOM

On this 22nd 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.





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

