

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



200503230026
Skagit County Auditor

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AUDITOR INFORMATION:

Document Title: Notice of Trustee's Sale
Reference Nos. of Document(s) Assigned or Released: 200112060038 (Deed of Trust)
Grantor (Trustee/Successor Trustee): Gregory L. Kosanke
of SMITH KOSANKE & WRIGHT, P.L.L.C.
Debtor (Deed of Trust Grantor): HARVEY TINCHER and BETTY R. TINCHER,
husband and wife
Beneficiary of Deed of Trust: PEOPLES BANK
Legal Description: Lot 11, Block "T", "Cape Horn on the Skagit Division No. 2", as per Plat
recorded in Volume 9 of Plats, Pages 14 through 19, inclusive, Records of Skagit County,
Washington.
Tax Parcel Number(s): 3869-009-011-0002

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

TO: HARVEY TINCHER
5110 Wildlife Acres
Sedro Woolley, Washington 98284-7824

AND TO: BETTY R. TINCHER
5110 Wildlife Acres
Sedro Woolley, Washington 98284-7824

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

AND TO: CAPE HORN MAINTENANCE CO.
P.O. Box 87
Concrete, Washington 98237-0087

AND SERVED / POSTED AT:

41877 South Shore Drive
Sedro Woolley, Washington 98284

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:

Lot 11, Block "I", "Cape Horn on the Skagit Division No. 2", as per Plat recorded in Volume 9 of Plats, Pages 14 through 19, inclusive, Records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington

Tax Parcel No. 3869-009-011-0002

The property's mailing address is 41877 South Shore Drive, Sedro Woolley, Washington 98284

which is subject to that certain Deed of Trust dated the 28th day of November 2001, recorded 6th day of December 2001, under Auditor's File No. 200112060038, 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. 20050223033, 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:

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(a)	Past due principal (08-01-04 through 02-01-05)	\$1,752.21
(b)	Interest	1,142.32
(c)	Late charge	273.98
(d)	Other fees	0.00
(e)	Taxes and Insurance	1,996.00
(f)	Unapplied balance	<u>(8.97)</u>

TOTAL DEFAULTS (estimated) **\$5,155.54**

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>345.00</u>

TOTAL ESTIMATED CHARGES: **\$1,475.00**

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$44,943.74, together with interest as provided in the Note or other instrument secured from the 28th day of November 2001 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: HARVEY TINCHER
5110 Wildlife Acres
Sedro Woolley, Washington 98284-7824

AND TO: BETTY R. TINCHER
5110 Wildlife Acres
Sedro Woolley, Washington 98284-7824

by both first class and certified mail on the 9th day of February 2005, proof of which is in the possession of the Trustee; and the Borrower / Grantor were personally served on the 12th 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.

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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

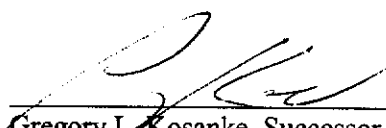
If the Deed of Trust being foreclosed secures a commercial loan and you are a guarantor of the loan, the following statements apply to you:

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 22 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

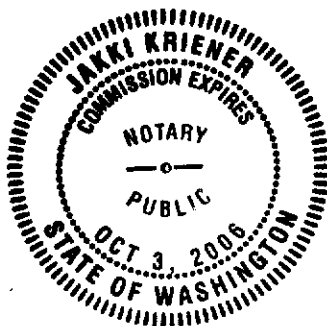
STATE OF WASHINGTON)

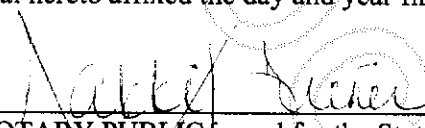
COUNTY OF WHATCOM)

) ss.

On this 22 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 Blaine My commission
expires 10/3/06

