

WHEN RECORDED MAIL TO:  
LandAmerica Default Services  
P.O.Box 25088  
Santa Ana, CA 92799



200504050058  
Skagit County Auditor

4/5/2005 Page 1 of 4 11:23AM

FIDELITY NATIONAL TITLE -  
CHICAGO TITLE CO.  
1CG3A266✓

T.S. #: F042144-CR / WA

Loan #: 0434841714

Title #: 5510253

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

NOTICE IS HEREBY GIVEN that the undersigned Trustee, LAWYERS TITLE INSURANCE CORPORATION will on 07/08/2005 at 10:00AM at AT THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE. 205 W. KINCAID STREET, MT. VERNON, WA. sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to-wit:

**LOT 3, BLOCK 103 PLAT OF THE TOWN OF SEDRO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS PAGE 18 RECORDS OF SKAGIT COUNTY WASHINGTON.**

Commonly known as: **625 ALEXANDER STREET, SEDRO WOOLLEY, WA 98284**  
APN: **4152-103-003-0007**

which is subject to that certain Deed of Trust dated 10/14/2002, Recorded on OCTOBER 21, 2002 AS INSTRUMENT NO 200210210102, records of Skagit County, Washington, from LEON PAUL TYACKE JR., as Grantor(s), to FIRST AMERICAN, as Trustee, to secure an obligation in favor of CENTEX HOME EQUITY COMPANY LLC, as Beneficiary, the beneficial interest of which was assigned to JPMORGAN CHASE BANK AS TRUSTEE, records of Skagit County, Washington.

II.

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 Borrower's or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

III.

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

Total Payments from 10/01/2004	\$5,281.20
Total Late Charges	\$237.12
Advances/Expenses	\$0.00
Est. Foreclosure Fees and Costs	\$1,545.56
<b>TOTAL DUE AS OF March 28, 2005</b>	<b>\$7,063.88</b>

IV.

The sum owing on the obligation secured by the Deed of Trust is: The principal sum of **\$96,988.09**, together with interest as provided in the Note from **09/01/2004**, 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. Said sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on **07/08/2005**. The default(s) referred to in Paragraph III must be cured by **06/27/2005** (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 **06/27/2005** (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. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after **06/27/2005** (11 days before the sale date) and before the sale, by the Borrower or Grantor or the Grantor's successor in interest or the holder of any recorded junior lien or encumbrance by 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 or the Grantor's successor in interest at the following address(es):

LEON PAUL TYACKE JR  
625 ALEXANDER STREET  
SEDRO WOOLEY, WA 98284

LEON PAUL TYACKE JR  
425 SPRING LANE  
SEDRO WOOLEY, WA 98284

by both first class and certified mail on **03/02/2005** proof of which is in the possession of the Trustee; and said written Notice of Default was posted in a conspicuous place **03/03/2005** 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 objections to this 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.

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. 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 a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the 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 processes may be served upon the trustee at:

**Lawyers Title Insurance Corporation  
Attn: Default Services – Legal Department  
1200 Sixth Avenue, Suite 1900  
Seattle, WA 98101**

**(866) 459-2021 / Foreclosure Department**

X.

**NOTICE TO OCCUPANTS OR TENANTS** – The purchaser at the Trustee's Sale is entitled to possession of the property on the 20<sup>th</sup> 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 20<sup>th</sup> 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.

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

Dated: March 28, 2005

Lawyers Title Insurance Corporation

PLEASE SEE SIGNATURE PAGE ATTACHED



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Skagit County Auditor

SIGNATURE PAGE FOR NOTICE OF SALE

Trustee Sale No. F042144-CR/WA

Title No. 5510253

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

Dated: March 28, 2005

Lawyers Title Insurance Corporation

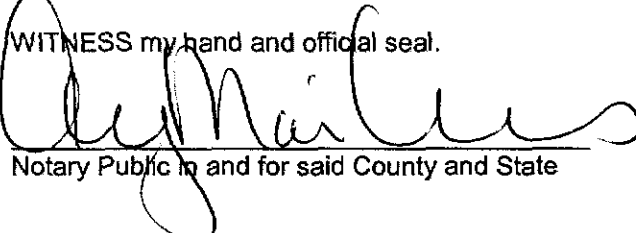
  
Tina Suihkonen, Assistant Secretary

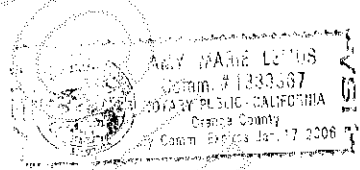
Lawyers Title Insurance Corporation  
C/o LANDAMERICA DEFAULT SERVICES COMPANY  
P.O. Box 25088  
Santa Ana, CA 92799-5088  
Phone: (949) 885-4500 Priority Sale Line: (714) 573-1965 or [www.priorityposting.com](http://www.priorityposting.com) Reliable Sale Line (619) 590-1221

STATE OF California

COUNTY OF Orange

On 3/28/05 before me the undersigned, a Notary Public in and for said county, personally appeared Tina Suihkonen, Assistant Secretary personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
  
Notary Public in and for said County and State



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