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AFTER RECORDING RETURN TO: Bishop, White, Miersma & Marshall, P.S. 720 Olive Way, Suite 1301 Seattle, WA 98101 206/622-5306

Ref: Dexter, Matthew F & Reanna D, 232.050909.1

FIRST AMERICAN TITLE CO.

Reference Number(s) of Documents assigned or released: 200302180176

Grantor: Bishop, White, Miersma & Marshall, P.S.

Grantee: Matthew F Dexter and Reanna D Dexter, husband and wife

Abbreviated Legal Description as Follows: Lt 35 Plat of Lonestar's Addn to City of Concrete

Assessor's Property Tax Parcel/Account Number(s): P104870

NOTICE: ALTHOUGH WE ARE A DEBT COLLECTOR, THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST. ANY INFORMATION YOU PROVIDE WILL BE USED FOR PURPOSES OF FORECLOSING THIS DEED OF TRUST DESCRIBED BELOW

## NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on August 19, 2005 at 10:00 AM at the main entrance to the Skagit County Courthouse, located at 3rd and Kincaid Street, in the City of Mt. Vernon located at Skagit County, State of Washington, sell at public auction to the highest 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 Skagit County, State of Washington, to-wit;

LOT 35, PLAT OF LONESTAR'S ADDITION TO THE CITY OF CONCRETE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGES 163 THROUGH 166, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

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which is subject to that certain Deed of Trust dated January 31, 2003, recorded February 18, 2003, under Auditor's File No. 200302180176 records of Skagit County, Washington, from Matthew F Dexter and Reanna D Dexter, husband and wife, as Grantor, to Old Republic National Title Ins., as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Decision One Mortgage Company LLC, the beneficial interest in now held by Mortgage Electronic Registration Systems, Inc. as nominee for HSBC Bank (USA) and its successors and assigns as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 Grantor's default on the obligation secured by the Deed of Trust.

Ш

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

i) Failure to pay the following amounts, now in arrears:

Delinquent Monthly Payments Due from 12/1/2004 to 5/1/2005

6 payment(s) at \$914.60

5,487.60

Lender Other Fees Subtotal 100.00 \$5,587.60

Total

\$5,587.60

ii)

**Default** 

Description of Action Required to Cure and Documentation Necessary to Show Cure

Delinquent general taxes, if any; off record or other assessments, if any; liens, if any **Proof of Payoff** 

Evidence/Proof must be provided that the delinquency has been brought current.

IV

The sum owing on the obligation secured by the Deed of Trust is: \$123,176.29, together with interest from November 1, 2004 as provided in the note or other instrument, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

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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 August 19, 2005. The payments, late charges, or other defaults must be cured by August 8, 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 August 8, 2005 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, 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 August 8, 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 address(es):

See 'Mailing List' attached hereto and incorporated herein by this reference.

by both first class and certified mail on April 14, 2005, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 14, 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 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 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.

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## 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.

DATED: May \_\_\_\_\_ 2005

BISHOP, WHITE, MIERSMA & MARSHALL, P.S.,

Successor Trustee

Bv:

William L. Bishop, Jr. 720 Olive Way, Suite 1301

Seattle, WA 98101 206/622-5306

State of Washington

) ) ss.

County of King

On this day of May, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White, Miersma & Marshall, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the said instrument.

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



Name: Menssa Tervet

NOTARY PUBLIC in and for the State of

Washington at King County My Appt. Exp: 1/16/06.

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## 'Mailing List'

Matthew F Dexter 45285 Main St Concrete, WA 98237

Reanna D Dexter 45285 Main St Concrete, WA 98237

Matthew F Dexter PO Box 763 Concrete, WA 98237

Reanna D Dexter PO Box 763 Concrete, WA 98237

Matthew E Dexter c/o John G Kamb, Sr, Atty 702 Main St Mount Vernon, WA 98273

Reanna D Dexter c/o John G Kamb, Sr, Atty 702 Main St Mount Vernon, WA 98273

Skaglt County Auditor