



200505230123  
Skagit County Auditor

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

Ref: Lay, William L. & Shelva D. , 232.050936.1

Reference Number(s) of Documents assigned or released: 200307020056

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

Grantee: William L. Lay and Shelva D. Lay, Husband and Wife

Abbreviated Legal Description as Follows: LOT 15 'THUNDERBIRD' SKAGIT COUNTY WASH.

Assessor's Property Tax Parcel/Account Number(s): P54481

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

### NOTICE OF TRUSTEE'S SALE

I

**NOTICE IS HEREBY GIVEN** that the undersigned Trustee will on August 26, 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 15 'THUNDERBIRD', AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 34 AND 35, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

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which is subject to that certain Deed of Trust dated June 14, 2003, recorded July 2, 2003, under Auditor's File No. 200307020056 records of Skagit County, Washington, from William L. Lay and Shelva D. Lay, Husband and Wife, as Grantor, to Fidelity National Title Insurance Company, as Trustee, to secure an obligation in favor of MERS is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Pacific Shore Funding, its successors and assigns as beneficiary. The beneficial interest in the deed of trust is now held by Mortgage Electronic Registration Systems, Inc. as nominee for Household Finance Corp. III, its successors and assigns. 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.

III

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  
12/25/2004 to 4/25/2005**

5 payment(s) at \$834.88	4,174.40
5 late charge(s) at \$83.49 For each monthly payment not made within days of its due date	417.45
<b>Subtotal</b>	<b>\$4,591.85</b>
<b>Total</b>	<b><u>\$4,591.85</u></b>

- ii)

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

**Default**

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: \$71,881.00, together with interest from November 25, 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.

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 August 26, 2005. The payments, late charges, or other defaults must be cured by August 15, 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 15, 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 15, 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 19, 2005, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 20, 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

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**'Mailing List'**

William L. Lay  
3410 Apache Drive  
Mount Vernon , WA 98273

Shelva D. Lay  
3410 Apache Drive  
Mount Vernon , WA 98273

William L. Lay  
8348 Locust Pl. N.  
Dublin , CA 94568-1263

Shelva D. Lay  
8348 Locust Pl. N.  
Dublin , CA 94568-1263



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