



200506100112

Skagit County Auditor

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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: Mason, Patrick and Malinda, 829.051138.1

FIRST AMERICAN TITLE CO.

84808

**Reference Number(s) of Documents assigned or released:** 9809250109

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

**Grantee:** Patrick Mason and Malinda Mason, husband and wife

**Abbreviated Legal Description as Follows:** Lot 1-3, Block 3, 'Reserve Addition to Montborne'

**Assessor's Property Tax Parcel/Account Number(s):** P112825

**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 September 9, 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;

Lots 1 through 3, block 3, 'PLAT OF RESERVED ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON', as per plat recorded in Volume 2 of plats, page 59, records of Skagit County, Washington. TOGETHER WITH those portions of Division Street as vacated by Auditor's File Nos. 8412050012 and 8607210128, records of Skagit County, Washington. Situated in Skagit County, Washington Together with that certain 28 x 52 foot Marlette Lakecrest(mfgr) manufactured home bearing VIN No. H011938A/B and more fully described in that certain Title Elimination document filed with the Auditor of Skagit County, Washington on September 29, 1998 under Auditor's No. 9809290185, Bk 1876 Pg 0498.

NOTICE OF TRUSTEE'S SALE - 1

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which is subject to that certain Deed of Trust dated September 18, 1998, recorded September 25, 1998, under Auditor's File No. 9809250109 Bk. 1874Pg. 0327 records of Skagit County, Washington, from Patrick Mason and Malinda Mason, husband and wife, as Grantor, to Island Title Co. Burlington, a Washington corporation, as Trustee, to secure an obligation in favor of Washington Mutual Bank 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.

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  
2/1/2005 to 6/1/2005**

|   |                   |
|---|-------------------|
| 5 payment(s) at \$880.78  | 4,403.90          |
| 4 late charge(s) at \$34.33<br>For each monthly payment not made within 15 days of its due date | 137.32            |
| Accrued Late Charges owing:   | 137.32            |
| Property Inspection Fee   | 106.60            |
| <b>Subtotal</b>   | <u>\$4,785.14</u> |
| <b>Total</b>  | <u>\$4,785.14</u> |

- 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: \$99,426.34, together with interest from January 1, 2005 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 September 9, 2005. The payments, late charges, or other defaults must be cured by August 29, 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 29, 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 29, 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 May 10, 2005, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on May 10, 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





**'Mailing List'**

Patrick Mason  
18592 Mason Ct  
Mount Vernon, WA 98274

Malinda Mason  
18592 Mason Ct  
Mount Vernon, WA 98274



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