



200509060190
Skagit County Auditor

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When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attn: Brandon A. Weston
500 Galland Building
1221 Second Avenue
Seattle, WA 98101

FIRST AMERICAN TITLE CO.

85630

NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

Grantor(s):	Hillis Clark Martin & Peterson, P.S., Successor Trustee
Grantee(s):	Estate of Cynthia A. Neville
Legal Description (abbreviated):	Portion of Government Lot 2, Section 5 Township 34 N, Range 2 E, W.M., in Skagit County, Washington.
<input checked="" type="checkbox"/> Complete legal on <u>EXHIBIT A</u> .	
Assessor's Tax Parcel Identification No(s):	340205-4-011-0000; 340205-0-008-0005; 340205-0-008-0100
Reference No. of Related Documents:	200307100007

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on December 16, 2005, at the hour of 10:00 a.m., on the front steps of the Old Skagit County Courthouse, Third and Kincaid, 205 West Kincaid, Mounty Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skagit, State of Washington, to-wit:

See Exhibit A attached hereto and incorporated by this reference as though fully set forth herein;

the postal address of which is commonly known as 7546 State Route 20, Anacortes, Washington 98221; which property is subject to that certain Deed of Trust dated July 2, 2003, and recorded

on July 10, 2003, under Auditor's File No. 200307100007, records of Skagit County, Washington, from Cynthia A. Neville, an unmarried person, as Grantor, to Washington Services, Inc., a Washington corporation, as Trustee, to secure an obligation in favor of Washington Federal Savings, as Beneficiary.

Hillis Clark Martin & Peterson, P.S., is now Trustee by reason of an Appointment of Successor Trustee recorded on August 5, 2005, under Auditor's No. 200508050031, records of Skagit County, Washington.

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 defaults for which this foreclosure is made are as follows:

Failure to pay when due the following amounts that are now in arrears:

2 Monthly Payments of \$941.00, due on
April 1, 2005, through May 1, 2005: \$1,882.00

2 Late Charges of \$29.58 each,
due on each monthly payment not
paid within 15 days of its due
date, for monthly payments due on
April 1, 2005, through May 1, 2005: \$59.16

4 Monthly Payments of \$874.00, due on
June 1, 2005, through September 1, 2005: \$3,496.00

3 Late Charges of \$29.58 each,
due on each monthly payment not
paid within 15 days of its due
date, for monthly payments due on
June 1, 2005, through August 1, 2005: \$88.74

Advances by Lender:

Non-Sufficient Funds Charge: \$15.00

**TOTAL MONTHLY PAYMENTS,
LATE CHARGES, AND OTHER
AMOUNTS IN ARREARS: \$5,540.90**

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance, \$98,175.04, together with interest as provided in the Note or other instrument secured from

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March 1, 2005, 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 December 16, 2005. The defaults referred to in paragraph III must be cured by December 5, 2005 (11 days before the sale) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before December 5, 2005 (11 days before the sale date) the default as set forth in paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after December 5, 2005 (11 days before the sale) 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 addresses:

Estate of Cynthia A. Neville
7546 State Route 20
Anacortes, WA 98221

John Doe Neville
7546 State Route 20
Anacortes, WA 98221

Estate of Cynthia A. Neville
c/o Brent E. Neville, Personal Representative
4007 Everts St., 3D
San Diego, CA 92109

John Doe Neville
c/o Brent E. Neville, Personal Representative
4007 Everts St., 3D
San Diego, CA 92109

Estate of Cynthia A. Neville
c/o James E. Anderson, P.S.
1101 - 8th St., Suite C
P.O. Box 727
Anacortes, WA 98221

John Doe Neville
c/o James E. Anderson, P.S.
1101 - 8th St., Suite C
P.O. Box 727
Anacortes, WA 98221

by both first class and certified mail on July 22, 2005, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on July 29, 2005, with said written Notice of Default or the written notice of default 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. To the

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best of the Trustee's knowledge and belief, grantors are not active members of the United States military forces.

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 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.

NOTICE TO OCCUPANTS OR TENANTS

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 occupant 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.

XI.

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

DATED this 2nd day of September, 2005.

TRUSTEE:

HILLIS CLARK
MARTIN & PETERSON, P.S.

By _____
Joseph A.G. Sakay

500 Galland Building
1221 Second Avenue
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

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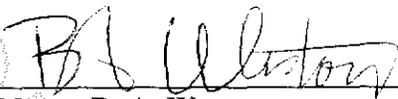
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Joseph A.G. Sakay, to me known to be a representative of Hillis Clark Martin & Peterson, P.S., the professional service 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 stated that he was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this 2nd day of September, 2005.




Name B. A. Weston
NOTARY PUBLIC in and for the State of
Washington residing at Seattle
My appointment expires 2/28/06

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EXHIBIT A

PARCEL "A":

That portion of Government Lot 2 of Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the East line of the as built and existing State Highway running along the West line of said Government Lot 2 at a point that is 946 feet South of the East and West centerline of said Section 5, said point being on the South line of that certain tract of land conveyed to Lloyd McKinnon, et ux, by deed recorded under Auditor's File No. 566059, records of Skagit County, Washington;

THENCE East along the South line of said McKinnon tract, a distance of 329 feet, more or less, to a point the is 359 feet East of the North and South centerline of said Section 5;

THENCE South parallel with the North and South centerline of said Section 5, a distance of 139 feet, more or less, to the North line of the South 15 rods (247.5 feet) of said Government Lot 2;

THENCE West along the North line of said South 15 rods, a distance of 329 feet, more or less, to the East line of the State Highway;

THENCE North along said East line of the Highway, a distance of 139 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Government Lot 2, Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the North and South centerline of said Section 5, 583 feet South of the center of said Section;

THENCE East 359 feet;

THENCE South 363 feet;

THENCE West 359 feet to the said North and South centerline;

THENCE North 363 feet to the point of beginning;

EXCEPT State Highway along the West line thereof;

Situate in the County of Skagit, State of Washington.

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