



200510140129

Skagit County Auditor

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**AFTER RECORDING RETURN TO:**

Bishop, White & Marshall, P.S.

720 Olive Way, Suite 1301

Seattle, WA 98101

206/622-7527

Ref: Lanphear, David R. & Laura M., 232.051893.1

FIRST AMERICAN TITLE CO.

86308

**Reference Number(s) of Documents assigned or released:** 200410070048

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

**Grantee:** David R. Lanphear and Laura M. Lanphear, husband and wife

**Abbreviated Legal Description as Follows:** Lots 13 & 14, Blk 92, Map of the City of Anacortes

**Assessor's Property Tax Parcel/Account Number(s):** P55562

**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 January 13, 2006 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 13 and 14, Block 92, Map of the City of Anacortes, according to the plat thereof, recorded in Volume 2 of plats, pages 4 through 7, records of Skagit County, Washington. Situated in Skagit County, Washington

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which is subject to that certain Deed of Trust dated September 30, 2004, recorded October 7, 2004, under Auditor's File No. 200410070048 records of Skagit County, Washington, from David R. Lanphear and Laura M. Lanphear, husband and wife, as Grantor, to Transnation Title Insurance Company, as Trustee, to secure an obligation in favor of Ameriquest Mortgage Company as beneficiary. Said Deed of Trust was assigned on May 2, 2005 to Mortgage Electronic Registration Systems, Inc., solely as nominee for HSBC Mortgage Services, Inc., and its successors and assigns under Auditor's File No. 200505020078 . 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  
6/1/2005 to 10/1/2005**

5 payment(s) at \$989.65	4,948.25
4 late charge(s) at \$49.48	
For each monthly payment not made within 15 days of its due date	197.92
<b>Total</b>	<b><u>\$5,146.17</u></b>

- 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: \$134,443.11, together with interest from May 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.

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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 January 13, 2006. The payments, late charges, or other defaults must be cured by January 2, 2006 (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 January 2, 2006 (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 January 2, 2006 (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 September 13, 2005, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 13, 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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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.

DATED: October 13 2005

BISHOP, WHITE & MARSHALL, P.S., Successor  
Trustee

By: 

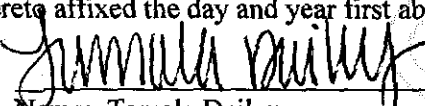
William E. Bishop, Jr.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
206/622-7527

State of Washington     )  
                                      ) ss.  
County of King            )

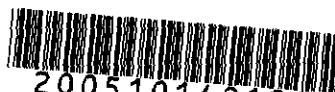
On this 13 day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White & Marshall, P.S., the corporation that executed the foregoing instrument 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: Tamala Dailey  
NOTARY PUBLIC in and for the State of  
Washington at King County  
My Appt. Exp: 11-16-08

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**'Mailing List'**

David R. Lanphear  
1312 16th Street  
Anacortes, WA 98221

Laura M. Lanphear  
1312 16th Street  
Anacortes, WA 98221

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