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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: Wills, Randall K. and Priscilla E., 1239.060002.1

Reference Number(s) of Documents assigned or released: 200402270109

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

FIRST AMERICAN TITLE CO.

87091

Grantee: Randall K Wills and Priscilla E Wills, husband and wife

Abbreviated Legal Description as Follows: Lots 4, 5 and 6, Block 1, 'Munk's First Queen Anne addition to Anacortes'

Assessor's Property Tax Parcel/Account Number(s): P57994/ 3806-001-006-0002

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 May 5, 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;

Lots 4, 5 and 6, Block 1, 'Munks' First Queen Anne addition to Anacortes,' as per plat recorded in Volume 3 of plats, Page 1, records of Skagit County, Washington. Situate in the City of Anacortes, County of Skagit, State of Washington.

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which is subject to that certain Deed of Trust dated February 19, 2004, recorded February 27, 2004, under Auditor's File No. 200402270109 records of Skagit County, Washington, from Randall K Wills and Priscilla E Wills, husband and wife, as Grantor, to Land Title Company of Skagit County, a Washington corporation, as Trustee, to secure an obligation in favor of Washington Mutual Bank, a Washington corporation 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
8/1/2005 to 2/1/2006**

7 payment(s) at \$1778.55	12,449.85
6 late charge(s) at \$69.63	
For each monthly payment not made within 15 days of its due date	417.78
Accrued Late Charges owing:	487.41
Total	<u>\$13,355.04</u>

IV

The sum owing on the obligation secured by the Deed of Trust is: \$233,896.88, together with interest from July 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 May 5, 2006. The payments, late charges, or other defaults must be cured by April 24, 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 April 24, 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

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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 April 24, 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 January 3, 2006, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on January 3, 2006, 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.

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 occupants 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.

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EFFECTIVE DATE: February 3, 2006

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

By: 

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

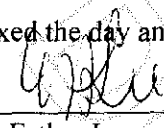
State of Washington)

) ss.

County of King)

On this 2nd day of February, 2006, 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: Esther Lee
NOTARY PUBLIC in and for the State of
Washington at King County
My Appt. Exp: 8-1-07



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'Mailing List'

Randall K. Wills
1520 12th St
Anacortes, WA 98221

Priscilla E. Wills
1520 12th St
Anacortes, WA 98221



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