



199909140085

Kathy Hill, Skagit County Auditor

9/14/1999 Page 1 of 3 3:49:21PM

RECORDED AT THE REQUEST OF
H&L Services, Inc., Trustee
1111 Third Avenue. #3400
Seattle, WA 98101

Document Title: Notice of Trustee's Sale

Grantor: H&L Services, Inc.

Grantee: Notice to the Public

Legal Description: Lot 1, Deiter's Acreage, Vol. 3, Page 53
Official legal description on page ____

Assessor's Tax Parcel ID#: 3899-000-001-0700 (R64930)

Reference # (If applicable): 9807140068

FIRST AMERICAN TITLE CO.

GILLOGLY
80722-32211

59944-2

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

**PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET.SEQ.**

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 17th day of December, 1999, at the hour of 10:00 o'clock, a.m., at the Lobby of Kincaid St Entance of the Skagit County Courthouse, 205 West Kincaid St, in the City of Mt. Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to wit:

Lot 1, "Deiter's Acreage, Skagit County, Washington," as per plat recorded in Volume 3 of Plats, Page 53, records of Skagit County, Washington; EXCEPT the East 140 feet thereof; AND EXCEPT the West 30 feet thereof; AND EXCEPT the South 425 feet thereof.

(commonly known as 24502 Wicker Road, Sedro Woolley, WA 98284) which is subject to that certain deed of trust dated July 9, 1998, recorded July 14, 1998, under Auditor's File No. 9807140068, records of Skagit County, Washington, from James R. Gillogly, a married man, as his separate estate, as Grantor, to First American Title, as Trustee, to secure an obligation in favor of Washington Mutual Bank, as Beneficiary.

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 default(s) for which this foreclosure is made is/are as follows: [If default is for other than payment of money, set forth the particulars.]

1. Failure to pay when due the following amounts which are now in arrears:

MONTHLY PAYMENTS:

6 monthly payments at \$465.48 each:
(March 21 through September 13, 1999). \$2,792.88

LATE CHARGES:

6 late charges of \$23.31 for each monthly payment
not made within 15 days of this due date. 139.86

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:
\$2,932.74

2. Failure to pay all unpaid and delinquent taxes, bonds, assessments and liens.

Estimated delinquent real estate taxes due for 1998-1999 (plus interest and penalties)
\$1,178.22

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$64,893.16, together with interest as provided in the note or other instrument secured from the 21st day of February, 1999, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute, plus escrow deficiency.

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 the 17th day of December, 1999. The default(s) referred to in paragraph III must be cured by December 6, 1999, (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 December 6, 1999, (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after December 6, 1999 (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:

NAME	ADDRESS
JAMES R. GILLOGLY MRS. JAMES R. GILLOGLY OCCUPANTS	24502 WICKER ROAD, SEDRO WOOLLEY, WA 98284

by both first class and certified mail on the 10th day of August, 1999, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 11th day of August, 1999, 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 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 best of Trustee's knowledge and belief grantors are not 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.



Kathy Hill, Skagit County Auditor

