Filed for Record at Request of:

Zylstra Beeksma & Waller, P.L.L.C. 791 S. E. Barrington Drive Oak Harbor, WA 98277

199912300192 Kathy Hill, Skagit County Auditor 12/30/1999 Page 1 of 4 3:50:10PM

NOTICE OF TRUSTEE'S SALE

TO: The Public RE: Flauding

ISLAND TITLE CO.

I. NOTICE IS HEREBY GIVEN that ZYLSTRA BEEKSMA & WALLER, P.L.L.C., Successor Trustee, will on **April 14, 2000**, at the hour of 10:00 o'clock A. M., at the United States Post Office in the City of Anacortes, 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 County, State of Washington, to-wit:

E/2 NE NW, Sec. 18, T35N, R6E, W.M. Additional legal on page 4 of this document.

Tax Parcel #350618-2-001-0008

which is subject to that certain Deed of Trust dated October 26, 1995, recorded November 1, 1995, under Auditor's File No. 9511010067, records of Skagit County, Washington, from Jeffrey K. Flauding, Kathleen L. Flauding, as Grantor, to Land Title Company, as Trustee, to secure an obligation in favor of InterWest Savings Bank nka InterWest Bank who was the original Beneficiary or, due to assignment is now the current Beneficiary.

- II. No action commenced by the Beneficiary of the Deed of Trust or the Beneficiary's successor 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:
- a) Failure to pay when due the following amounts which are now in arrears: Monthly payments from 7/1/99 through 12/1/99: \$5,723.86; Late Charges from 11/15/99 through 12/15/99: \$291.96; Property Inspection: \$45.00.
- b) Plus any additional payments and/or late charges which may become due.

The general taxes were not paid as required by the Promissory Note and Deed of Trust. The amount in arrears is \$1,507.89 plus interest and penalties.

IV. The sum owing on the obligation secured by the Deed of Trust is:

Principal balance of \$103,123.40, together with interest as provided in the note or other instrument secured from July 1, 1999, 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 April 14, 2000. The default(s) referred to in paragraph III must be cured by April 3, 2000 (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 3, 2000 (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 April 3, 2000 (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 the 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:

Jeffrey K. Flauding 2832 State Rt. 20 Sedro Wooley, WA 98284

Kathleen L. Flauding 2832 State Rt. 20 Sedro Wooley, WA 98284

by both first class and certified or registered mail on November 18, 1999, proof of which is in the possession of the Trustee; the written Notice of Default was posted in a conspicuous place on the real property described in paragraph I above on November 19, 1999, 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.

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 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.

XI. FAIR DEBT COLLECTION PRACTICES ACT NOTICE: Zylstra, Beeksma & Waller, P.L.L.C. is attempting to collect a debt and any information obtained will be used for that purpose.

DATED: December 28, 1999.

ZYLSTRA BEEKSMA & WALLER, P.L.L.C., TRUSTEE

Address:

791 S. E. BARRINGTON DRIVE

OAK HARBOR, WA 98277

Telephone:

(360) 675-5955 or 675-2226

STATE OF WASHINGTON) ss. COUNTY OF ISLAND)

On this day personally appeared EDWARD C. BEEKSMA, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on December 28, 1999.

Eva R. Ould Notary Public

My Appointment Expires: 2/2/03

199912300192 athy Hill Skepit County Audi

Kathy Hill, Skagit County Auditor 12/30/1999 Page 3 of 4 3:50:10PM

Legal Description

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 35 North, Range 6 East, W.M., EXCEPT the South 466.49 feet thereof, AND EXCEPT that portion conveyed to the State of Washington for highway purposes by Deed recorded January 14, 1958, under Auditor's File No. 560638, AND EXCEPT that portion lying Northerly of said Highway 20, conveyed to Anthony G. Hamerski, by Deed recorded September 10, 1991, under Auditor's File No. 9109100026.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Kathy Hill, Skagit County Auditor

12/30/1999 Page 4 of 4 3:50:10PM