



200004200055

Kathy Hill, Skagit County Auditor  
4/20/2000 Page 1 of 4 2:05:14PM

After Recording Return to:  
CHESTER T. LACKEY  
1200 HARRIS AVENUE, #307  
BELLINGHAM, WA 98225

Document Title: Notice of Trustee's Sale  
Grantor: Chester T. Lackey, Harold R. & Daphne I. Kenealy Trust  
Grantee: Albert D. Younker  
Legal: Lot 218 Cedargrove on the Skagit  
Parcel # 3877-000-218-0010

P-93048

LAND TITLE COMPANY OF SKAGIT COUNTY

**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 28<sup>th</sup> day of July, 2000, at the hour of 10:00 o'clock A. M. at the first floor of the Skagit County Courthouse, in the City of Mount 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 218, "Cedargrove on the Skagit", as per plat recorded in Volume 9 of Plats, Pages 48 through 51, inclusive, records of Skagit County, Washington.

which is subject to that certain Deed of Trust dated January 9, 1997, recorded January 15, 1997, under Auditor's File No. 9701150059, records of Skagit County, Washington, from ALBERT D. YOUNKER, an unmarried individual, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of KATHERN R. KELLER, as her separate property, as Beneficiary. Assigned to Harold R. and Daphne I. Kenealy Trust, Edward H. and Daphne J. Sanders, Trustees, under auditor's File No. 9701150062.

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:

Monthly payments from 11/15/99 thru 4/15/00

(\$307.16 x 6) 1,842.96

Late Charges from 11/15/99 thru 3/15/00

(\$15.36 x 5) 76.80

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$34,337.09, together with interest as provided in the note or other instrument secured from the 19<sup>th</sup> day of October, 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 the 28<sup>th</sup> day of July, 2000. The defaults referred to in paragraph III must be cured by the 17<sup>th</sup> day of July, 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 the 17<sup>th</sup> day of July, 2000, (11 days before the sale date), the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 17<sup>th</sup> day of July, 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 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:

Albert D. Younker  
28270 18<sup>th</sup> Avenue S. #Z-102  
Federal Way, WA 98003

by both first class and certified mail on the 7<sup>th</sup> day of February, 2000, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 19<sup>th</sup> day of February, 2000, 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.

VIII.

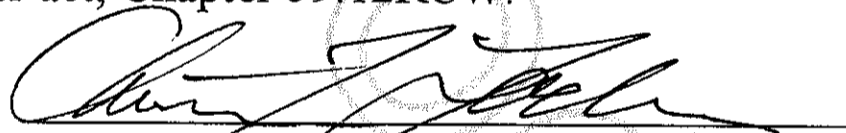
The effect of the sale will be to deprive the Grantor of all those who hold by, through or under the Grantor of all their interest in the above-described property.

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.

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 59.12RCW.

  
CHESTER T. LACKEY, Trustee

1200 HARRIS AVENUE, #307  
Bellingham, Washington 98225  
Phone: (360) 734-6390



200004200055  
Kathy Hill, Skagit County Auditor  
4/20/2000 Page 3 of 4 2:05:14PM

