

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

H&L Services, Inc., Trustee  
1111 Third Avenue, #3400  
Seattle, WA 98101

4  
200109190096  
Skagit County Auditor  
9/19/2001 Page 1 of 4 3:21:27PM

NOTICE OF TRUSTEE'S SALE

FIRST AMERICAN TITLE CO.

66038-2

Grantor: H&L Services, Inc.

Grantee: Notice to the Public

Legal Description: LOT 5, "PLAT OF ROCKRIDGE ESTATES DIVISION NO. II"

Assessor's Tax Parcel ID#: 4703-000-005-0000

Reference # (If applicable):

WAGONER  
91850-910054

**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 21st day of December, 2001, at the hour of 10:00 o'clock, a.m., at the Lobby of Kincaid Street Entrance of the SKAGIT County Courthouse, 205 West Kincaid Street Mt. Vernon, WA 98273-4225 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 5, "PLAT OF ROCKRIDGE ESTATES DIVISION NO. II," AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 194 AND 195, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

(commonly known as 12433 GULL DR., BURLINGTON, WA 98233 FKA 782 GULL DR., BURLINGTON, WA 98233) which is subject to that certain deed of trust dated April 29, 1999, recorded April 30, 1999, under Auditor's File No. 9904300176, records of SKAGIT County, Washington, from KARL S. WAGONER AND TRACY D FINNEGAN, 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.

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:**

5 monthly payments at \$2,087.99 each:  
(May 01, 2001 through September 13, 2001). \$10,439.95

**LATE CHARGES:**

4 late charges of \$91.43 for each monthly payment not made within 15 days  
of this due date. 365.72

**TOTAL MONTHLY PAYMENTS AND LATE CHARGES:** \$10,805.67

2. Failure to pay all unpaid and delinquent taxes for 1999 and 2000 in the estimated amount of 1,215.57, plus interest and penalty.

IV.

3. The Principal balance as of the date for this notice is \$241,271.04 including interest and fees and cost to this date.

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 21st day of December, 2001. The default(s) referred to in paragraph III must be cured by December 10, 2001 (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 10, 2001 (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 10, 2001 (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
KARL S. WAGONER	12433 GULL DR.
TRACY D FINNEGAN	BURLINGTON, WA 98233
OCCUPANTS	
	782 GULL DR.
	BURLINGTON, WA 98233

by both first class and certified mail on the 7th day of August, 2001, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 9th day of August, 2001, 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.



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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.

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.

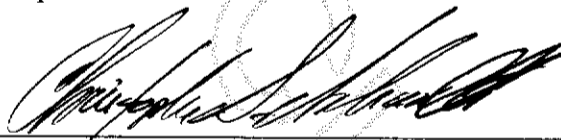
X.

The Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the deed of trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee will not provide legal advice concerning the foreclosure. The Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issues, or other information about the real property being foreclosed should obtain all such information independently.

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.

DATED: September 13, 2001.



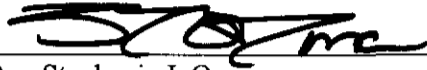
Christopher S. Ashcraft, Assistant Manager  
H&L SERVICES, INC., TRUSTEE  
1111 Third Avenue, #3400  
Seattle, Washington 98101  
(206) 386-5470



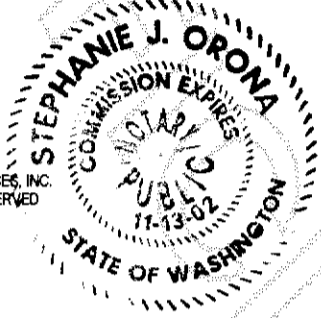
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this 13 day of September, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christopher S. Ashcraft, to me known to be the Assistant Manager of H & L SERVICES, INC. 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 stated that she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



By: Stephanie J. Orona  
Notary Public in and for the State of Washington  
Residing at: Renton  
My Commission Expires: 11/13/02



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ALL RIGHTS RESERVED



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