# RECORDING REQUESTED BY FIDELITY NATIONAL TITLE

AND WHEN RECORDED MAIL TO:

Specialized, Inc. of Washington c/o Mark Hodges & Associates, P.S. 127 Bellevue Way SE Suite 100 Bellevue, WA 98004

25/0027

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS #: 02-W1890WA

Loan No.: 0800217986 APN: 3507170-019-0002

Insurer #

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

ISLAND TITLE CO. B6 19439

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, Specialized, Inc. of Washington will on the 5/31/2002, at 10:00 AM at the main entrance to the Superior Courthouse 205 W. Kincaid St., Mt. Vernon, WA

, will 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:

ABREVIATED LEGAL DESCRIPTION:

PTN GOV LOT 3 SEC 17 TWP 35 RGE 7

ATTACHED HERETO AND MADE A PART HEREOF:

Commonly known as:

3531 CAPE HORN ROAD SEDRO WOOLEY, WA 98284

which is subject to that certain Deed of Trust dated 5/7/1998, recorded 5/13/1998, under Auditor's File No. 9805130083, records of Skagit County, Washington, from David S. Eyon and Tracy A. Lyon, husband and wife, as Grantor(s), to Greg Graham, as Trustee, to secure an obligation in favor of Sebring Capital Corporation, as Beneficiary, the beneficial interest was assigned by Sebring Capital Corporation to Bank One, National Association f/k/a

The First National Bank of Chicago, Trustee.

- II. No action is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by said Deed of Trust/Mortgage.
- III. The default(s) for which this foreclosure is made is/are as follows:

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

#### LATE CHARGE INFORMATION

FROM 11/1/2001	<u>THRU</u>	NO. PMT	RATE	LATE CHARGE
	12/31/2001	2	12.75	\$80.18
1/1/2002	3/1/2002	3	12.75	\$78.12

## PROMISSORY NOTE INFORMATION

Note Dated:

5/7/1998

Note Amount:

\$75,000.00

Late Charge Amount: Note Maturity Date: 40.09

Interest Paid To:

6/1/2028

Interest Paid To: Next Due Date:

10/1/2001

#### PAYMENT INFORMATION

FROM	THRU		<u>RATE</u>	<u>INTEREST</u>	<u>AMOUNT</u>	<u>TOTAL</u>
11/1/2001	12/31/20		12.75	\$2,323.77	\$801.83	\$1,603.66
1/1/2002	3/1/2002	3	12.75	\$1,574.65	\$781.15	\$2,343.45

- IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$72,902.66, together with interest as provided in the Note from the 11/1/2001, and such other costs and fees 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 said Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession, encumbrances on 5/31/2002. The defaults referred to in Paragraph III must be cured by 5/20/2002, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 5/20/2002 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated by the Grantor any time after the 5/20/2002 (11 days before the sale date) and before the sale, by the Grantor or his successor-in-interest by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.
- VI. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor-in-interest at the following address(es):

NAME

David S. Lyon and Tracy A. Lyon, husband and

wife

<u>ADDRESS</u>

3531 CAPE HORN ROAD SEDRO WOOLEY, WA 98284

David S. Lyon and Tracy A. Lyon, husband and wife

C/O TRACY LYON 37327 CAPE HORN ROAD SEDRO WOOLEY, WA 98284

by both first class and certified mail on 1/14/2002, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor-in-interest was personally served on 1/15/2002, if applicable, 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 and all those who had to



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Grantor of all their interest in the above described property.

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.

#### 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.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: February 27, 2002

MARY MCPHEETERS VICE PRESIDEN

Specialized, Inc. of Washington c/o Mark Hodges & Associates, P.S.

127 Bellevue Way SE

Suite 100

Bellevue, WA 98004 (800)688-8430

State of California ) ss. County of Santa Barbara)

On 2/27/2002, before me, JESSICA M. WEBER, a Notary Public in and for said County and State, personally appeared MARY MCPHEETERS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature:

JESSICA M. WEBER Comm. # 1326965 IOTARY PUBLIC CALIFORNIA Santa Barbara County My Comm. Expires Oct. 26 2005

Notary Public in and for the State of California, residing at Santa Barbara, California

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### EXHIBIT 'A'

#### PARCEL A;

That portion of Government Lot 3, Section 17, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at a point 330 feet East of the Northwest corner of said Government Lot 3; Thence South 00°30 East, parallel with the West line of said lot a distance of 1,303 feet to the true point of beginning;

Thence East 175 feet;

Thence South 00°30" East, 21 feet;

Thence West 175 feet;

Thence North 00°30'West 21 feet to the point of beginning;

EXCEPT the East 75 feet thereof.

#### PARCEL B:

That portion of Government Lot 3, Section 17, Township 35 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at a point 330 feet East of the Northwest corner of said Lot 3;

Thence South 0°30' East parallel with the West line of said lot, a distance of 1,324 feet to a true point of beginning;

Thence East 190 feet;

Thence South 00°30' East, 242.4 feet, more or less, to the North line of the Skagit River;

Thence Westerly along the North bank of the Skagit River, 192 feet, more or less, to a point South 00°30' East of the point of beginning;

Thence North 00°30' West, 216 feet, more or less, to the point of beginning.

EXCEPT the East 90 feet thereof.

Situated in Skagit County, Washington.

- END OF EXHIBIT 'A' -

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