

Filed for Record at Request of:
David R. Riley
Weinstein, Treiger & Riley, P.S.
2101 Fourth Avenue, Suite 900
Seattle, WA 98121



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Skagit County Auditor
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NOTICE OF TRUSTEE'S SALE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.24, *et. seq.*

TO: Frank Edward Willard, an unmarried person
1505 South 27th Street
Mount Vernon, WA 98274

Frank Willard
c/o Bari Willard
1509 South 27th Street
Mount Vernon, WA 98274

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, David R. Riley, will on the 13th day of December, 2002, at the hour of 10:00 o'clock a.m. at the Skagit County Courthouse, 205 West Kincaid, 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, legally described as follows:

LOT 42, "PLAT OF LITTLE MOUNTAIN ADDITION," AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 1 THROUGH 5, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Real Property or its address is commonly known as: 1505 South 27th Street, Mount Vernon, WA 98274.

Assessor's Property Tax Parcel Account Number(s): 4566-000-042-0001.

which is subject to that certain Deed of Trust dated January 19, 1999, recorded February 24, 1999 under Auditor's File No. 9902240179, records of Skagit County, Washington, from Frank Edward Willard, An Unmarried Person, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Withers Construction, Inc., A Washington Corporation, as

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 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:

Failure to pay when due the following amounts which are now in arrears and/or other defaults:

A. Monthly Payments (March, 2002 through August, 2002):	\$5,400.00
B. Late Charges:	\$540.00
C. <u>Back real estate taxes paid by Beneficiary</u>	\$2,269.74

Total Arrearage \$8,209.74

**D. Trustee's Expenses
(Itemization)**

Attorney's Fees	\$745.25
Title Report	\$550.00
Process Service	\$60.00
Photocopies	\$15.00
Statutory Mailings	\$20.00
Recording Fees	\$25.00
Toll Calls	\$0.00
Publication	\$0.00
Inspection Fees	\$0.00

Total Costs \$1,415.25

Total Amount Due: **\$9,624.99**

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.



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OTHER DEFAULT

Nonpayment of Taxes/Assessments

ACTION NECESSARY TO CURE

Deliver to Trustee written proof that all real estate taxes have been brought current.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$110,852.91, together with interest as provided in the note or other instrument secured from the 19th day of January, 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 13th day of December, 2002. The default(s) referred to in paragraph III must be cured by the 2nd day of December, 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 on or before the 2nd day of December, 2002 (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 the 2nd day of December, 2002 (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 Trustee to the Borrower and Grantor at the following addresses:

Frank Willard
1505 S. 27th St.
Mt. Vernon, WA 98274

Frank Willard
c/o Bari Willard
1509 S. 27th St.
Mt. Vernon, WA 98274



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by both first class and certified mail on the 22nd day of July, 2002, proof of which is in the possession of the Trustee; and on July 23, 2002, the Borrower and Grantor were personally served with said written notice of default **OR** the written notice of default was posted on 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 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, 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.

XI.

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.



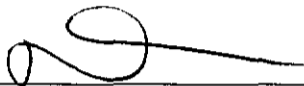
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XII.
NOTICE TO GUARANTORS

Guarantor(s) of the obligation secured by this deed of trust: (1) may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less than the debt secured by the Deed of Trust; (2) have the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale; (3) will have no right to redeem the property after the trustee's sale; (4) subject to such longer periods as are provided in the Washington Deed of Trust Act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and (5) in any action for a deficiency, the guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs.

DATED: September 9, 2002.



David R. Riley, Trustee
Weinstein, Treiger & Riley, P.S.
2101 Fourth Avenue, Suite 900
Seattle, WA 98121
(206) 269-3490

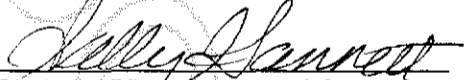
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this day personally appeared before me DAVID R. RILEY, 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 this 9th day of September, 2002.

SALLY GANNETT
STATE OF WASHINGTON
NOTARY ---- PUBLIC
MY COMMISSION EXPIRES 9-13-05


NOTARY PUBLIC in and for the
State of Washington.
Residing at: SEATTLE
Commission expires: 9/13/05



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