

RECORDED AT THE REQUEST OF:
Tom Cooper
3224 Colby Ave., Ste. B
Everett, WA 98201-4383
No. 14997-12



200209300207

Skagit County Auditor

9/30/2002 Page 1 of 4 11:50AM

LAND TITLE COMPANY OF SKAGIT COUNTY

P-102894

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that Thomas L. Cooper, the undersigned Trustee, will on January 10, 2003, at the hour of 9:30 a.m., at the Kincaid Street entrance to the Skagit County Courthouse entrance to 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 89, "CEDARGROVE ON THE SKAGIT", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 48 THROUGH 51, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax Account No. 3877-000-089-0008/P64154

which is subject to that certain Deed of Trust dated October 1, 1998, and recorded on October 14, 1998, under Auditor's File No. 9810140048, records of Skagit County, Washington, from WALLACE SCOTT WOODWORTH and SHEILA R. WOODWORTH, husband and wife, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of ROBERT L. BURGHDIFF and JEAN M. BURGHDIFF, husband and wife, as beneficiary. The beneficial interest in the Deed of Trust was thereafter assigned to Henry T. Newton as Trustee of the Newton-Kight Retirement Trust.

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:

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

Seven delinquent payments @ \$481 each:	\$3,367.00
Seven late charges @ \$24.05	<u>168.35</u>
	\$3,535.35

Also, failure to keep the premises insured and failure to pay the first 1/2 2002 real estate taxes.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$53,247.76, together with interest as in the note or other instrument secured from February 14, 2002, 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 January 10, 2003. The default(s) referred to in Paragraph III must be cured by December 30, 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 December 30, 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 December 30, 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 Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Wallace Scott Woodworth
46285 Baker Loop Road
Concrete, WA 98237

Sheila R. Woodworth
46285 Baker Loop Road
Concrete, WA 98237

by both first class mail and certified mail on August 16, 2002, proof of which is in the possession of the Trustee; and the Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, or was personally served on the Borrower and Grantor, on August 20, 2002, and the Trustee has possession of proof of such posting or service.

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 objections 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,

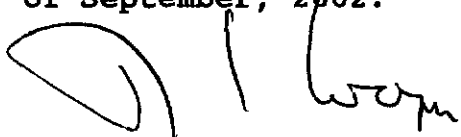


chapter 59.12 RCW.

XI

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

DATED this 20th day of September, 2002.



Thomas L. Cooper
Successor Trustee
3224 Colby Ave., Ste. B
Everett, WA 98201-4383
(425) 258-1343

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Thomas L. Cooper, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me 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 20th day of September, 2002.



Print Name KERRY HAVEMAN
NOTARY PUBLIC in and for the
State of Washington.
My Appointment Expires: 9/20/03



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Skagit County Auditor