



200212270055
Skagit County Auditor

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Recorded at the Request of
FPS Trustee Services, Inc.
1111 Third Avenue, Suite 3400
Seattle, WA 98101
Attn: Renee Givens

FIRST AMERICAN TITLE CO.

70918-2

DOCUMENT TITLE : NOTICE OF TRUSTEE'S SALE

GRANTOR : FPS TRUSTEE SERVICES, INC.,
TRUSTEE

GRANTEE : THE PUBLIC / LANDEX
ASSOCIATES, INC.

LEGAL DESCRIPTION : Sec. 4 Twsp 34 Range 2
Ptn SE 1/4 - SE 1/4

Sec. 9 Twsp 34 Range 2
Ptn Govt Lots 1 and 2

Skagit County

Additional legal description is on Exhibit
1 of this document

REF. NO. OF DOCUMENT: 200012220024; 200101230041

ASSESSOR'S PROPERTY
TAX PARCEL NO. : 340204-4-019-0100; 340209-1-004-0100

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 2nd day of May, 2003, at the hour of 10:00 a.m. at the Kincaid Street Entrance to the Skagit County Courthouse located 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 and personal property, situated in the County of Skagit, State of Washington (the "Property"), to-wit:

SEE EXHIBIT 1 ATTACHED

Together with the rents of the Property, and all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof;

All improvements, appurtenances and fixtures of every kind and character now or hereafter located or erected on or affixed or attached to the property, and all window coverings, drapes and rods, carpeting and floor coverings, fire sprinklers and alarms, and all replacements and additions thereto.

Tax Parcel Nos. 340204-4-019-0100 and 340209-1-004-0100

The Property is commonly known as 88XX Stevenson Road in Anacortes, Washington, and is subject to that certain Deed of Trust dated December 13, 2000, and recorded on January 23, 2001, under auditor's/recorder's no. 200101230041, records of Skagit County, Washington, as modified by a Memorandum of Modification to Promissory Note recorded January 29, 2002 under Auditor's File No. 200201290070, and as modified by a Memorandum of Modification to Promissory Note recorded June 13, 2002 under Auditor's File No. 200206130064, records of Skagit County, Washington, from LANDEX ASSOCIATES, INC., a Washington corporation, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, to secure an obligation in favor of FRANK J. BROWN AND CARLEEN BROWN, husband and wife, as Beneficiary.

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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 is/are as follows:

1. Failure to pay the general taxes on the Property for the second half of the year 2002;
2. Failure to pay when due the following amounts which are now in arrears:

Monthly Payments:

3 monthly payments of principal and interest
of \$3,470.00 each (October 20, 2002 through
December 20, 2002) \$ 10,410.00

Late Charges:

2 late charges of \$173.50 for each monthly
payment not made within ten days of its due date 347.00

Default Interest:

Default interest from 9/20/02 through
12/26/02 at an additional 6% as provided
by the note 3,539.68

TOTAL MONTHLY PAYMENTS, LATE CHARGES,
AND INTEREST OWING: \$ 14,296.68

IV.

The sum owing on the obligation secured by the Deed of Trust is principal in the amount of \$308,187.54, which amount includes late charges, attorney fees and costs and interest (including interest at the default rate) to date, together with late charges, interest

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and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute, from the date of this Notice until paid in full.

V.

The above described 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 any warranty, express or implied, regarding title, possession, or encumbrances on the 2nd day of May, 2003. The defaults referred to in paragraph III, together with any payments, late charges and advances falling due after the date of this notice must be cured and all costs and fees paid by the 21st day of April, 2003 (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 21st day of April, 2003 (11 days before the sale date), the defaults, as set forth in paragraph III, together with any payments, late charges, and advances falling due after the date of this notice is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 21st day of April, 2003 (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 balance and interest (including interest at the default rate) 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.

The Beneficiary has elected to treat the Property as real estate and to sell it as real estate at the trustee's sale.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Name & Address

Landex Associates, Inc.
PO Box 1416
Anacortes, WA 98221

Kenneth Wolcoski, Registered Agent
8667 Southridge Place
PO Box 1416
Anacortes, WA 98221

Landex Associates, Inc.
8667 Southridge Place
Anacortes, WA 98221



by both first class and certified mail on the 8th day of November, 2002, proof of which is in the possession of the Trustee; and the written notice of default was posted in a conspicuous place on the Property described in paragraph I above, on the 12th day of November, 2002, 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 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.

The trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The Deed of Trust lien being 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 representations 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 Property being foreclosed upon should obtain all such information independently.

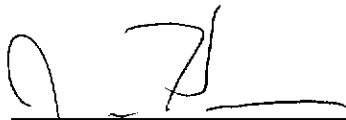


X.

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.

DATED: December 26, 2002.



FPS TRUSTEE SERVICES, INC., TRUSTEE
Jane Pearson, Vice President

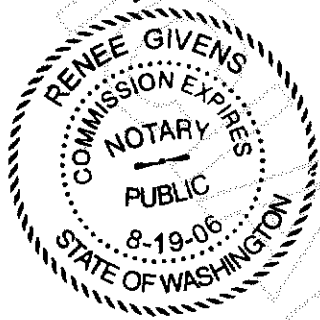
Please direct inquiries to:
Renee Givens
(206) 447-8991



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JANE PEARSON is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of FPS Trustee Services, Inc., a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 26 day of December, 2002.



Renee Givens
(Signature of Notary)

RENEE GIVENS
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Wapallup

My appointment expires 8-19-06



EXHIBIT 1

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":

The Southeast 1/4 of the Southeast 1/4 of Section 4, Township 34 North, Range 2 East, W.M., EXCEPT that certain 60 foot strip conveyed to Skagit County for road purposes by Deed dated March 29, 1894, and recorded March 30, 1894, in Volume 28 of Deeds, Page 515, AND ALSO EXCEPT the following described tracts:

1. Commencing at the Northwest corner of said subdivision; thence South, 150 feet along the West line thereof; thence East, 100 feet parallel to the North line of said subdivision; thence North, 150 feet to said North line of said Southeast 1/4 of the Southeast 1/4; thence West, 100 feet, more or less, along said North line to the point of beginning.

2. That portion of said Southeast 1/4 of the Southeast 1/4 lying Easterly of the following described line:

Beginning at the Southeast corner of said subdivision; thence South 89 degrees 02' 43" West along the South line thereof, a distance of 672.32 feet to the true point of beginning of said line; thence North 02 degrees 57' 37" East, a distance of 702.16 feet; thence North 12 degrees 05' 04" West, a distance of 594.48 feet to the North line of said subdivision and the terminus of said line.

Parcel "B":

Government Lots 1 and 2, of Section 9, Township 34 North, Range 2 East, W.M., EXCEPT that portion of the above described Parcels lying Easterly of the following described line:

Beginning at the Northeast corner of said Section 9; thence South 89 degrees 02' 43" West along the North line thereof, a distance of 672.32 feet to the true point of beginning of said line; thence South 21 degrees 44' 42" East, a distance of 619.22 feet; thence South 00 degrees 34' 41" East, a distance of 644.17 feet; thence South 22 degrees 12' 49" West, a distance of 283.19 feet; thence South 16 degrees 49' 38" West, a distance of 530.00 feet; thence South 23 degrees 24' 46" West, a distance of 1668.14 feet to the line of ordinary high water of Similk Bay, and the terminus of said line.

AND EXCEPT that portion of Government Lot 2, of said Section 9, lying Southerly and Westerly of the following described line:



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Commencing at the Southwest corner of said Government Lot 2; thence North 00 degrees 47' 21" East along the West line of said Government Lot 2, a distance of 642.60 feet to the true point of beginning; thence South 72 degrees 51' 40" East, 585.98 feet; thence South 24 degrees 02' 12" West, 1486.49 feet to the line of ordinary high water of Similk Bay and the terminus of the herein described line.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities as included and described by instrument recorded October 9, 1995, under Auditor's File No. 9510090036



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