



200312260007

Skagit County Auditor

12/26/2003 Page 1 of 7 9:26AM

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Stephen C. Schutt, will on the **26th day of March, 2004**, at the hour of 9:00 o'clock a.m., at the steps of the Skagit County Courthouse, 205 W. Kincaid Street 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:

Lots 8 and 9, Block 3, SMILK BEACH, SKAGIT CO., WA, according to the plat thereof, recorded in Volume 4 of Plats, Page 51, records of Skagit County, Washington;

TOGETHER WITH 1971 PACFA mobile home, Vin # 11393  
Situated in Skagit County, Washington.

Tax ID No. 4001-003-009-0006

which is subject to that certain Deed of Trust dated September 17, 2001, recorded September 18, 2001 under Auditor's File No. 200109180132 records of Skagit County, Washington, from JEFF SUMMERS and CHRISTINE SUMMERS, husband and Wife, as Grantors, ISLAND TITLE COMPANY as Trustee, to secure an obligation in favor of PAUL L. WOOD, a single man, 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: Failure to pay the unpaid principal and unpaid interest as provided for in the "Promissory Note" secured by the above referenced Deed of Trust. Failure to pay the 2001 property tax due and failure to pay costs, dues and assessments due.

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

- 1. Monthly payments and late charges..... \$2080.20
- 2. 2001 property tax..... \$ \_\_\_\_\_  
to 2003

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$65,000.00 together with interest as provided in the note or other instrument secured from the 17th day of September, 2001, 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 **26th day of March, 2004**. The default(s) referred to in paragraph III must be cured by the **15th day of March, 2004**, (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 **15th day of March, 2004**, (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 **15th day of March, 2004** (11 days before the sale date), and before the sale by the Borrower, Grantor or the 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 Grantor or the Grantor's successor in interest at the following address:

JEFF & CHRISTINE SUMMERS  
P.O. Box 1957  
Mt. Vernon, WA 98273

JEFF & CHRISTINE SUMMERS  
13399 N, Green Street  
Anacortes, WA 98273

by both first class and certified mail on the 17th day of October, 2003, proof of which is in the possession of the Trustee; and the written notice of default was posted in a conspicuous place on the real property described in paragraph I above on October 22, 2003 and the Trustee has



200312260007  
Skagit County Auditor

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 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.

**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 this 24 day of December, 2003.

  
STEPHEN C. SCHUTT  
Address: P. O. Box 1032  
Anacortes, WA 98221  
Telephone:(360) 293-5094

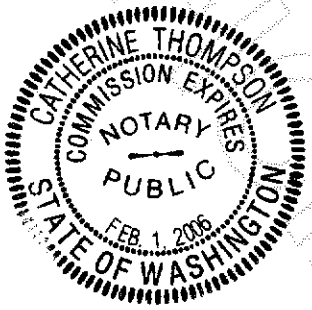


200312260007  
Skagit County Auditor

STATE OF WASHINGTON )  
 )ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that STEPHEN C. SCHUTT signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 24 2003



Catherine Thompson

Notary public in and for the

State of Washington

Residing at Anacortes

My appointment expires: 2006



200312260007  
Skagit County Auditor

**NOTICE OF FORECLOSURE**

Pursuant to the Revised Code of Washington  
Chapter 61.24.RCW

The attached Notice of Trustee's Sale is a consequence of defaults in the obligation to PAUL L. WOOD, the Beneficiary of your Deed of Trust and owner of the obligation secured thereby. Unless the defaults are cured, your property will be sold at auction on the 26<sup>th</sup> day of March, 2004.

To cure the default(s), you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorneys' fees as set forth below by the 15th day of March, 2004 (11 days before the sale date). To date, these arrears and costs are as follows:

	Current due to reinstate that will be due on March 15, 2004	Estimated amount to reinststate on March 26, 2004
Delinquent payments from 3 February, 1997 in the amount of \$1,981.16 (note balance)	\$67,500.00 plus interest	\$75,000.00 plus interest
Late charges in the total amount of:	200.04	600.00
Attorney's fees	500.00	1,500.00
Trustee's fee	0	0
Trustee's expenses: (Itemization)	0	0
Title report	500.00	500.00
Recording fees	100.00	100.00



200312260007  
Skagit County Auditor

Service/posting of notices:	250.00	250.00
Postage/copying expense:	100.00	100.00
Publication		550.00
Telephone charges	0	0
Inspection fees	0	0
<b>TOTALS:</b>	<b><u>\$69,150.00</u></b>	<b><u>\$ 78,600.00</u></b>

**Default:**

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

<b>Default</b>	<b>Description of Action Required to Cure and Documentation Necessary to Show Cure</b>
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Failure to maintain insurance \_\_\_\_\_

Failure to pay real property tax \_\_\_\_\_

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the 15th day of March, 2004 (11 days before the sale date) by paying the amount set forth or estimated above and by curing any further defaults described above. Of course, as time passes, other payments may become due and any further payments coming due must be added to your reinstating payment. In addition, because some of the charges can only be estimated at this time and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay. Tender of payment or performance must be made to:

STEPHEN C. SCHUTT, whose address is:  
 1011 Eighth Street  
 P.O. Box 1032  
 Anacortes, WA 98221  
 Telephone # (360) 293-5094



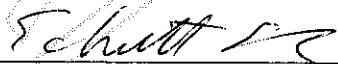
200312260007  
 Skagit County Auditor

AFTER THE 15th day of March, 2004, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance (\$ 78,600.00) plus accrued interest costs, taxes and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

You may contest this default by initiating Court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. A copy of our Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale but only if you persuade the Court of the merits of your defense.

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above or if you do not succeed in restraining the sale by Court action, your property will be sold to satisfy the obligations secured by your Deed of Trust. The effect of such a sale will be to deprive you and all those who hold by, through, or under you of all interest in the property.

Dated this 24 day of Dec, 2003.

  
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STEPHEN C. SCHUTT, Trustee  
Address: 1011 Eighth Street  
P.O. Box 1032  
Anacortes, WA 98221



200312260007  
Skagit County Auditor