

After recording return to:

Larry Daugert  
BRETT & DAUGERT  
PO Box 5008  
Bellingham, WA 98227



200510120117  
Skagit County Auditor

10/12/2005 Page 1 of 3 2:41PM

REFERENCE NUMBER OF RELATED DOCUMENT: 200104180076 and 200505100065  
GRANTORS: JAMES AND BONNIE SYLVESTER  
GRANTEE: M & B FUNDING LLC  
ABBREVIATED LEGAL DESCRIPTION: CAPE HORN ON THE SKAGIT SUB DIV 2 LT 26 BLK O INC  
M/H 1292 HOMETTE 72 52X12

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## NOTICE OF TRUSTEE'S SALE

### I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 20<sup>th</sup> day of January 2006, at the hour of 10:00 a.m. at the main lobby entrance of the Skagit County Courthouse, 205 W. Kincaid, Mount Vernon, Washington, sell at public auction to the highest bidder, payable at the time of sale, the following described real property, situated in Skagit County, Washington, to wit:

Lot 26, Block "0" , Cape Horn on the Skagit Division #2, according to the plat thereof recorded in Plat Volume 9, Pages 14-19, records of Skagit County, Washington, the postal address is 42002 Pine Street, Sedro Woolley, WA 98284

which is subject to that certain Deed of Trust dated April 9, 2001, recorded April 18, 2001 under Auditor's File No. 200104180076, records of Skagit County, Washington, from James and Bonnie Sylvester as Grantors to Stewart Title Company as Trustee, to secure an obligation in favor of Bank One NA as Beneficiary, since assigned to M & B Funding LLC per Auditor's file no. 200505100065.

### 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 Grantors' default on the obligation secured by the Deed of Trust.

**III.**

The default for which this foreclosure is made is failure to pay when due monthly payments from November, 2004 to date plus late fees.

**IV.**

The sum owing on the obligation secured by the Deed of Trust is principal \$23,567.88, together with interest as provided in the Note from October 9, 2004 to date, and costs and fees as are due under the Note and Deed of Trust 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 20<sup>th</sup> day of January, 2006. The defaults referred to in paragraph III must be cured by the 9<sup>th</sup> day of January, 2006 (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 9<sup>th</sup> day of January, 2006 (11 days before the sale date), the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 9<sup>th</sup> day of January, 2006 (11 days before the sale date), and before the sale by the Grantor 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.

**VI.**

A written notice of default was transmitted by the Beneficiary to the Borrower and Grantors at 42002 Pine Street, Sedro Woolley, WA 98284 by both first class and certified mail on the 16<sup>th</sup> day of August, 2005, and the Notice of Default was posted on the property on the 17<sup>th</sup> day of August, 2005, and the Trustee has possession of proof of such mailing and 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.



