



200310100105

Skagit County Auditor

10/10/2003 Page 1 of 3 11:24AM

Name: Titan Trustee Services, Inc./Attn: Shannon Sperry
Address : 601 Union Street, Suite 2600
City, State, Zip : Seattle, Washington 98101-4000

LAND TITLE COMPANY: LFC SKAGIT COUNTY

109467-P

NOTICE OF TRUSTEE'S SALE

Pursuant To The Revised Code of Washington chapter 61.24, ET SEQ

Reference # 200303030204
Grantor: Titan Trustee Services, Inc., Successor Trustee, a Washington corporation
Grantee: The Public
Legal Description (abbreviated): Ptn W ¼, 1-35-4 E W.M., aka Lot 2, SP 93-062
Assessor's Tax Parcel ID# : 350401-3-003-0013, Property I.D. No. P35529

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

TO: Rex A. Dillbeck and Sherrie L. Dillbeck
23362 Hoogdal Road
Sedro Woolley, Washington 98284

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 23rd day of January, 2004, at the hour of 10:00 o'clock a.m., at the main entrance to the Skagit County Courthouse, located at 205 W. Kincaid, 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 2, Short Plat No. 93-062, recorded September 6, 2000, under Skagit County Auditor's File No. 200009060022, approved September 5, 2000, being a portion of the Northwest ¼ and the Southwest ¼ of Section 1, Township 35 North, Range 4 East, W.M.

TOGETHER WITH an easement for ingress, egress and utilities over and across the East 60 feet of Lot 1 of said Short Plat No. 93-062.

Situate in the County of Skagit, State of Washington.

(commonly known as 23362 Hoogdal Road, Sedro Woolley, Washington 98284) which is subject to that certain Deed of Trust dated January 30, 2003, recorded under Auditor's File No: 200303030204, records of Skagit County, Washington, from Rex A. Dillbeck and Sherrie L. Dillbeck, husband and wife, as Grantor, to Land Title Company of Skagit County as Trustee, to secure an obligation in favor of Phoenix Savings Bank, a Washington corporation, 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 defaults for which this foreclosure is made are as follows:

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

Delinquent payment due on June 7, 2003

\$250,000.00

Monthly interest only payments due March 1, April 1, May 1, June 1, 2003:

\$6,049.00

Late Charges of 5% of each monthly interest only payment not made within 15 days of its due date:

\$302.45

TOTAL MONTHLY PAYMENTS AND LATE CHARGES

\$256,351.45

IV.

The sum owing on the obligation secured by the Deed of Trust is : Principal \$250,000.00, together with interest as provided in the note or other instrument secured from the 30th day of January, 2003, 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 23rd day of January, 2004. The defaults referred to in paragraph III must be cured by the 12th day of January, 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 12th day of January, 2004, (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 12th day of January, 2004, (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:

Name	Address
Rex A. and Sherrie L. Dillbeck	23362 Hoogdal Road Sedro Woolley, Washington 98284

by both first class and certified mail on the 4th day of September, 2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on the 7th day of September, 2003, with said written notice of default or the written notice of default was posted in 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.

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.

NOTICE TO GUARANTORS

To any and all guarantors of the obligation secured by the Deed of Trust:

1. You 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. You 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. You 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

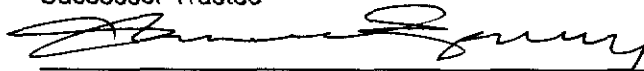


after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt; and

5. In any action for a deficiency, you 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: October 8, 2003

TITAN TRUSTEE SERVICES, INC.
Successor Trustee



By: Shannon Sperry, Its Vice President

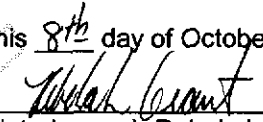
Address: 601 Union Street, Suite 2600
Seattle, Washington 98101-4000

Telephone: (206) 624-1230

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Shannon Sperry is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the Vice President of Titan Trustee Services, Inc. on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 8th day of October, 2003.


(printed name): Rebekah Grant
NOTARY PUBLIC in and for the State
of Washington, residing at Lake Forest Park, WA.
My Commission expires: 06/09/04

