



200302280044

Skagit County Auditor

2/28/2003 Page 1 of 5 9:37AM

When recorded, mail to:

REGIONAL TRUSTEE SERVICES CORPORATION
720 Seventh Avenue, Suite 100
Seattle, WA 98104

Trustee's Sale No: 01-OC-31577

Loan No. 100656222



ISLAND TITLE CO.

CG 25334

NOTICE OF TRUSTEE'S SALE

Pursuant to R.C.W. Chapter 61.24, et seq. and 62A.9A-604(a)(2) et seq.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, REGIONAL TRUSTEE SERVICES CORPORATION, will on **May 30, 2003**, at the hour of **10:00 AM**, at **THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE BLDG., 3RD & KINCAID, MT. VERNON, WA**, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real and personal property (hereafter referred to collectively as the "Property"), situated in the County of SKAGIT, State of Washington:

THE EAST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

Tax Parcel No: 350423-3-004-0008, commonly known as 22372 COOK ROAD , SEDRO WOOLLEY, WA.

The Property is subject to that certain Deed of Trust dated 9/18/2001, recorded 9/24/2001 , under Auditor's/Recorder's No. 200109240163, records of SKAGIT County, Washington, from TERRI L. POTTER, A SINGLE PERSON, as Grantor, to MERDIAN ESCROW, as Trustee, in favor of NEW CENTURY MORTGAGE CORPORATION, as Beneficiary, the beneficial interest in which is presently held by US BANK, N.A., AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED NOVEMBER 1, 2001, MORGAN STANLEY DEAN WITTER CAPITAL I INC. TRUST 2001-NC3.

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/are made are as follows:

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 10/1/2002, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

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

	Amount due as of February 28, 2003
Delinquent Payments from October 01, 2002	
3 payments at \$ 1,257.56 each	\$ 3,772.68
2 payments at \$ 1,300.55 each (10-01-02 through 02-28-03)	\$ 2,601.10
Late Charges:	\$ 478.89
Beneficiary Advances:	\$ 1,549.53
	=====
TOTAL:	\$ 8,402.20

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$113,506.17, together with interest as provided in the note or other instrument secured, 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 expenses 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 May 30, 2003. The default(s) referred to in paragraph III must be cured by May 19, 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 May 19, 2003, (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 at any time after May 19, 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 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:

SPOUSE OF TERRI L. POTTER, 22372 COOK ROAD, SEDRO WOOLLEY, WA, 98284-8731
TERRI L. POTTER, 22372 COOK ROAD, SEDRO WOOLLEY, WA, 98284-8731

by both first class and certified mail on 1/28/2003, proof of which is in the possession of the Trustee; and on 1/29/2003, the Borrower and Grantor were personally served 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

2



200302280044

Skagit County Auditor

The Trustee's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in the amount of at least one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 of 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 same 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 proceeding under the Unlawful Detainer Act, Chapter 59.12 RCW.

DATED: February 28, 2003.

REGIONAL TRUSTEE SERVICES CORPORATION
Trustee

By: _____

NANCI LAMBERT, AUTHORIZED AGENT

Address: 720 Seventh Avenue, Suite 100
Seattle, WA 98104

Phone: (206) 340-2550

Sale Information: www.rtrustee.com



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On February 28, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally Nanci Lambert, to me known to be the AUTHORIZED AGENT of REGIONAL TRUSTEE SERVICES CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Nanci Lambert
NOTARY PUBLIC in and for the State of
Washington, residing at: Seattle
My commission expires: 09/16/03

BELDINA OTIENO
STATE OF WASHINGTON
NOTARY ---- PUBLIC
MY COMMISSION EXPIRES 9-16-03



EXHIBIT 'A'

The East Quarter of the West Half of the Northeast Quarter of the Southwest Quarter of Section 23, Township 35 North, Range 4 East of the Willamette Meridian;

EXCEPT the North 25 feet thereof conveyed to Skagit County for road purposes by deeds recorded August 24, 1894 and July 18, 1972 in Volume 23 of Deeds, page 671, under Auditor's File No. 771240, respectively;

ALSO EXCEPT that portion conveyed to the County of Skagit and the Sedro-Woolley Sub Flood Control Zone by deed recorded July 18, 1972 under Auditor's File No. 771241 and more particularly described as follows:

A tract of land being 25 feet in width and lying on the West side adjacent to and parallel with the following described line:

Beginning at a point on the North line of the Southwest Quarter of said Section 23, a distance of 462.44 feet West of the northeast corner thereof;
thence South 29°40'55" West 299.22 feet to the P.C. of a 15° curve to the left, said P.C. also being the true point of beginning;
thence following said 15° curve to the left, 197.67 feet to the P.T. of said 15° curve (said P.T. also being a point on the East line of the above described subdivision);
thence South 0°01'57" West, along said East line, 882.00 feet, more or less, to a point on the South line of the Northeast Quarter of the Southwest Quarter of said Section 23 and the terminus of this line description;

ALSO EXCEPT that portion conveyed to Skagit County by Right-of-Way Deed recorded September 23, 1999 under Auditor's File No. 199909230054 and more particularly described as follows:

Beginning at the Northwest corner of the above described parcel:
thence Southerly along the West line of said parcel a distance of 10.00 feet;
thence Easterly to a point on the East line of said parcel lying 12.00 feet Southerly of the Northeast corner of said parcel;
thence Northerly along said East line to said Northeast corner and the South margin of Cook Road;
thence Westerly along the North line of said parcel and said margin to the point of beginning;

Situated in Skagit County, Washington.

- END OF EXHIBIT



200302280044
Skagit County Auditor