

After Recording Mail to:

T.D. ESCROW SERVICES INC.,
DBA T.D. SERVICE COMPANY
1820 E. First Street, #210
Santa Ana, CA 92705



200304240099
Skagit County Auditor

4/24/2003 Page 1 of 3 11:13AM

Loan #: 8790659372
TD #: 8222

NOTICE OF TRUSTEE'S SALE
Pursuant to the Revised Code of Washington
Chapter 61.24, et seq.

FIRST AMERICAN TITLE CO.

72379-2

TO: THOMAS E. PENNEWELL AND NANCY M. PENNEWELL HUSBAND AND WIFE

NOTICE IS HEREBY GIVEN THAT the undersigned Trustee, T.D. Escrow Services Inc., DBA T.D. Service Company, will on the 25TH day of JULY 2003 at the hour of 10 : 00 AM at SKAGIT CO CRTHOUSE, INSIDE MAIN LOBBY, 205 W. KINCAID ST, MT VERNON, WA, State of Washington, sell at public auction to the highest and best bidder, payable at the time of the sale, the following described real property, situated in the County of SKAGIT, State of Washington, to wit: (Tax Parcel No: 5100-004-772-0000**)

A LEASEHOLD ESTATE IN LOT 772, "SURVEY OF SHELTER BAY DIV. 4, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION", AS RESERVED IN VOLUME 48 OF OFFICIAL RECORDS, PAGES 627 TO 631, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.
**L84769

(also may be known as: 772 SHELTER BAY DRIVE, LA CONNER, WA 98257) which is subject to that certain Deed of Trust dated 01/22/2001, recorded 01/26/2001, under Auditor's File No. 200101260106, records of SKAGIT County, Washington, from THOMAS E. PENNEWELL AND NANCY M. PENNEWELL HUSBAND AND WIFE

as Grantor,
to FIRST AMERICAN TITLE as Trustee, to secure an obligation in favor of NATIONAL CITY MORTGAGE CO. DBA ACCUBANC MORTGAGE

as Beneficiary.
The beneficial interest was thereafter assigned under Auditor's No. 200302060104 to THE BANK OF NEW YORK ACTING SOLELY IN ITS CAPACITY AS TRUSTEE FOR EQCC TRUST 2001-2

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 when due the following amounts which are now in arrears:

7 Late Charge(s) of \$59.65 from 10/16/02	417.55
7 Payments of \$1,247.62 from 10/01/02	8,733.34
RECOVERABLE CORPORATE ADVANCE	904.80

RECOVERABLE CORPORATE ADVANCE

TOTAL:

\$ 8,246.09

IV

8222

The sum owing on the obligation secured by the Deed of Trust is principal \$ 139,865.79 together with interest as provided in the note or other instrument secured from OCTOBER 01 2002, 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 the 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 JULY 25, 2003. The default(s) referred to in paragraph III must be cured by JULY 14, 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 JULY 14, 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 any time after JULY 14, 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 principle 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 address:

Name: SEE ATTACHED NAMES AND ADDRESSES

Address: SEE ATTACHED NAMES AND ADDRESSES

by both first class and certified mail on JANUARY 16, 2003, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on JANUARY 15, 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.

Notice and other personal service may be served on the Trustee at:

T.D. Escrow Services Inc., DBA T.D. Service Company
520 East Denny Way
Seattle, WA 98122-2100
(800) 843-0260

DATED: APRIL 23, 2003

T.D. ESCROW SERVICES INC.,
DBA T.D. SERVICE COMPANY
Successor Trustee

By: 

Vicki Hopkins, Assistant Secretary
1820 E. First Street, #210
Santa Ana, CA 92705
(800) 843-0260

For Sale Information (800) 843-0260 ext. 5690



STATE OF CALIFORNIA
COUNTY OF ORANGE

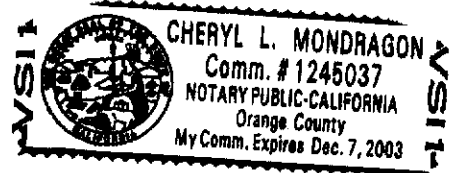
} SS

8222

On 4/23/03, before me, CHERYL L. MONDRAGON
personally appeared VICKI HOPKINS, ASST SECRETARY
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Cheryl L. Mondragon
Signature



MAILING LIST ATTACHMENT

THOMAS E. PENNEWELL

772 SHELTER BAY DRIVE
LA CONNER, WA 98257

NANCY M. PENNEWELL

772 SHELTER BAY DRIVE
LA CONNER, WA 98257

OCCUPANT

772 SHELTER BAY DRIVE
LA CONNER, WA 98257

