

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Quality Loan Service Corp.
319 Elm Street, 2nd Floor
San Diego, CA 92101-3006



200401070115

Skagit County Auditor

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FIRST AMERICAN TITLE CO.

76590

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.: 5000824022 APN: 3867-000-073-0404

P62781

TS #: F-33513-WA-NF

NOTICE OF TRUSTEE'S SALE
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 ET. SEQ.

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, FIRST AMERICAN TITLE INSURANCE COMPANY, will on the 4/9/2004, at 10:00 AM at THE MAIN ENTRANCE TO THE SKAGIT COUNTY COURTHOUSE, 3RD AND KINCAID STREET, MOUNT VERNON, WA, will 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:

SEE LEGAL DESCRIPTION EXHIBIT "A"

Commonly known as:

839 GILKEY ROAD
BURLINGTON, WA 98233

which is subject to that certain Deed of Trust dated 12/4/2002, recorded 12/6/2002, under Auditor's File No. 200212060199, records of Skagit County, Washington, from KEVIN MUZZUCO, as Grantor(s), to T.D. SERVICE CO., as Trustee, to secure an obligation in favor of AMERICAN RESIDENTIAL FUNDING CORPORATION, as Beneficiary, the beneficial interest was assigned to CitiFinancial Mortgage Company, Inc..

II. No action is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's default on the obligation secured by said Deed of Trust/Mortgage.

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: \$9,122.92 (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$135,443.28, together with interest as provided in the Note from the 8/1/2003, and such other costs and fees 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 said Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession, encumbrances on 4/9/2004. The defaults referred to in Paragraph III must be cured by 3/29/2004, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 3/29/2004 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated by the Grantor any time after the 3/29/2004 (11 days before the sale date) and before the sale, by the Grantor or his successor-in-interest by paying the principal and interest, 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 or Trustee to the Grantor or the Grantor's successor-in-interest at the following address(es):

NAME
KEVIN MUZZUCO

ADDRESS
839 GILKEY ROAD
BURLINGTON, WA 98233

KEVIN MUZZUCO

by both first class and certified mail on 12/3/2003, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor-in-interest was personally served on 12/3/2003, if applicable, 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 objections to this 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.

For Sale information call: 916-387-7728 or logon to: www.calpost.com



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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: 1-5-04


FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee
By: LUIS CERDA, ASSIST. SEC.

For Non-Sale Information:
Quality Loan Service Corp.
319 Elm Street, 2nd Floor
San Diego, CA 92101
(619) 645-7711
(619) 645-7716

State of
County of

Orange ss.

MARISA HERRERA

On 1-5-04, before me, LUIS CERDA, ASSIST. SEC., a Notary Public in and for said County and State, personally appeared _____ 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.

Signature: 

Notary Public in and for the State of

CA

, residing at

Orange



TS# F-335B-WA-NF
LN# 5000824022



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"Exhibit A"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

PARCEL "A":

Tract B-1 of Short Plat No. 49-80, located in the West 3/4 of the West 1/2 of Tract 73, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", recorded in Volume 1 of Plats, page 49; said Short Plat approved May 27, 1980 and recorded in Volume 4 of Short Plats, page 98, under Auditor's File No. 8005270028, records of Skagit County, Washington.

PARCEL "B":

A portion of Tract A of Short Plat No. 59-77, located in the West 3/4 of the West 1/2 of Tract 73, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", recorded in Volume 1 of Plats, page 49; said Short Plat approved September 9, 1977 and recorded in Volume 2 of Short Plats, page 119, under Auditor's File No. 864775, records of Skagit County, Washington, described as follows:

Commencing at the Northeast corner of said Tract, which is the true point of beginning; thence Westerly along the North line of said Tract, 60.83 feet; thence Southerly along a line parallel with the East line of said Plat, a distance of 75.01 feet; thence Easterly parallel with the North line of said Short Plat, 60.83 feet; thence Northerly 75.01 feet to the point of beginning.



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