

After recording Mail to

T.D. ESCROW SERVICES, INC.,  
DBA T.D. SERVICE COMPANY  
1820 E. FIRST ST., SUITE 210  
P.O. BOX 11988  
SANTA ANA, CA 92711-1988



200410250114  
Skagit County Auditor

10/25/2004 Page 1 of 4 11:00AM

FIRST AMERICAN TITLE CO.

## NOTICE OF TRUSTEE'S SALE

Pursuant to the Revised Code of Washington  
Chapter 61.24, et seq.

T.S. No: F331998 WA Unit Code: F Loan No: 8790659372/PENNEWELL  
AP No: 5100 004 772 0000 L84769

I  
NOTICE IS HEREBY GIVEN THAT the undersigned trustee, T.D. Escrow Services Inc., dba T.D. Service Company, 1820 E. First St., Suite 210, P.O. Box 11988, Santa Ana, CA 92705, will on JANUARY 21, 2005 at the hour of 10:00 A.M. at INSIDE THE MAIN LOBBY OF THE SKAGIT COUNTY COURTHOUSE, 205 WEST KINCAID STREET MOUNT VERNON, 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:

A LEASE IN AND TO: LOT 772 SURVEY OF SHELTER BAY DIV. 4, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION AS RESERVED IN VOLUME 48 OF OFFICIAL RECORDS, PAGETO 631 INCLUSIVE RECORDS OF SKAGIT COUNTY, WASHINGTON.

The street or other common designation if any, of the real property described above is purported to be:  
772 SHELTER BAY DR., LA CONNER, WA 98257

The undersigned Trustee disclaims any liability for any incorrectness of the above street or other common designation.

which is subject to that certain Deed of Trust dated January 22, 2001, recorded January 26, 2001, under Auditor's File No. 200101260106 in Book --- Page ---, records of SKAGIT County, WASHINGTON, from THOMAS E. PENNEWELL, NANCY M. PENNEWELL as Grantor, to FIRST AMERICAN TITLE CO as Trustee, to secure an obligation in favor of NATIONAL CITY MORTGAGE CO DBA ACCUBANC MORTGAGE as Beneficiary.

T.S. No: F331998 WA Unit Code: F Loan No: 8790659372/PENNEWELL

The beneficial interest was thereafter assigned under Auditor's No. 200410200033 to THE BANK OF NEW YORK, AS TRUSTEE FOR THE HOLDERS OF THE EQCC ASSET BACKED CERTIFICATES, SERIES 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 PYMTS FROM 04/01/04 TO 10/01/04 @ 1,284.18	\$8,989.26
7 L/C FROM 04/16/04 TO 10/16/04 @ 59.17	\$414.19
RETURN CHECK	\$50.00
RECOVERABLE CORP	\$84.07

Sub-total of amounts in arrears: \$9,537.52

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

## IV

The sum owing on the obligation secured by the Deed of Trust is principal \$138,338.88 together with interest as provided in the note or other instrument secured from 3/01/04, 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 1/21/05. The default(s) referred to in paragraph III must be cured by 1/10/05, (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 1/10/05, (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 1/10/05, (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



200410250114

Skagit County Auditor

T.S. No: F331998 WA Unit Code: F Loan No: 8790659372/PENNEWELL

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:

THOMAS E. PENNEWELL  
772 SHELTER BAY DRIVE  
LACONNER, WA 98257

NANCY M. PENNEWELL  
772 SHELTER BAY DRIVE  
LACONNER, WA 98257

OCCUPANT  
772 SHELTER BAY DRIVE  
LACONNER, WA 98257

by both first class and certified mail on September 3, 2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on September 7, 2004, 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 and 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



200410250114  
Skagit County Auditor

T.S. No: F331998 WA Unit Code: F Loan No: 8790659372/PENNEWELL

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 E. Denny Way  
Seattle, WA 98122-2100  
800/843-0260

DATED: October 21, 2004

T.D. ESCROW SERVICES INC., DBA T.D. SERVICE COMPANY,  
SUCCESSOR TRUSTEE

By

  
ESTER DAQUIOAG, ASSISTANT SECRETARY  
1820 E. First St., Suite 210  
P.O. Box 11988  
Santa Ana, CA 92705  
800/843-0260

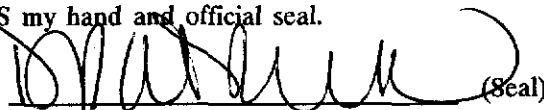
If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: 714/480-5690 or you may access sales information at [www.ascentex.com/websales/](http://www.ascentex.com/websales/)

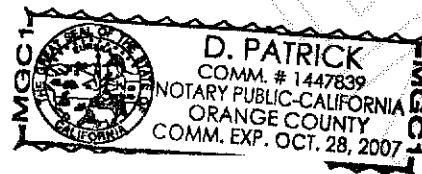
STATE OF CALIFORNIA       )  
COUNTY OF ORANGE       )SS

On 10/21/04 before me, D. PATRICK personally appeared ESTER DAQUIOAG, ASSISTANT 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.

Signature

 (Seal)



200410250114  
Skagit County Auditor