



200410270094  
Skagit County Auditor

10/27/2004 Page 1 of 6 11:45AM

After recording, return to:  
Countrywide Home Loans, Inc  
400 COUNTRYWIDE WAY SV-35  
SIMI VALLEY, CA 93065

ORDER: 2430624

File No. 2004-11471

**Grantors:**

Landsafe Title of Washington

DEUTSCHE BANK NATIONAL TRUST COMPANY, TRUSTEE, ON BE-HALF OF  
THE CERTIFICATEHOLDERS OF MORGAN STANLEY ABS CAPITAL I INC.  
TRUST 2004-HE1, MORTGAGE PASS THROUGH CERTIFICATES, SERIES

2004-HE4

**Grantee(s):**

DEBORAH A SMITH

JOHN W SMITH

FIRST AMERICAN TITLE CO.

82678

**Notice of Trustee's Sale**

Pursuant To the Revised Code of Washington 61.24, et seq.

On January 28, 2005 at 10:00 AM The main entrance to the Skagit County Courthouse, 3rd and Kincaid Street, Mount Vernon, WA, State of Washington, the undersigned Trustee, LandSafe Title of Washington, (subject to any conditions imposed by the trustee to protect the lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the county(ies) of Skagit, State of Washington:

Tax Parcel ID no.: 4085-000-037-0007(P72580)

LOTS 36 AND 37, "GILKEY'S ADDITION TO BURLINGTON. SEE EXHIBIT "A" FOR FULL LEGAL.

Commonly Known as: 204 KAY AVENUE, BURLINGTON, WA 98233

which is subject to that certain Deed of Trust dated 01/20/2004, recorded on 02/09/2004, under Auditor's File No. 200402090091, records of Skagit County, Washington from JOHN W. SMITH AND DEBORAH A. SMITH, HUSBAND AND WIFE, as grantor, to LAND TITLE OF SKAGIT COUNTY, as Trustee, to secure an obligation in favor of NEW CENTURY MORTGAGE CORPORATION, as beneficiary, the beneficial interest in which was assigned by NEW CENTURY MORTGAGE CORPORATION to DEUTSCHE BANK NATIONAL TRUST COMPANY, TRUSTEE, ON BE-HALF OF THE CERTIFICATEHOLDERS OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2004-HE1, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-HE4, under an Assignment/Successive Assignments recorded under Auditor's File No.200409220078.

**DESCRIPTION:**

Lot 37 and that portion of Lot 36, "GILKEY'S ADDITION TO BURLINGTON," as per plat recorded in Volume 7 of Plats, page 29, records of Skagit County, Washington, described as follows:

Beginning at a point on the East line of Lot 36 which lies North  $34^{\circ}10'$  East a distance of 92.58 feet from the Southeast corner thereof;  
thence North  $34^{\circ}10'$  East along the East line of Lot 36 and its Northerly prolongation, a distance of 117.77 feet to the Easterly prolongation of the North line of Lot 36;  
thence North  $89^{\circ}33'07''$  West along said prolongation of the North line of Lot 36 a distance of 24.75 feet;  
thence South  $22^{\circ}58'31''$  West a distance of 106.05 feet to the point of beginning of this description.

EXCEPTING from said Lot 37 the following described property:

Beginning at a point on the West line of Lot 37 which lies North  $34^{\circ}10'$  East a distance of 92.58 feet from the Southwest corner thereof;  
thence South  $22^{\circ}58'31''$  West a distance of 83.37 feet to the South line of Lot 37;  
thence North  $89^{\circ}33'07''$  West along said South line a distance of 19.45 feet to the Southwest corner of Lot 37;  
thence North  $34^{\circ}10'$  East along the West line of Lot 37, a distance of 92.58 feet to the point of beginning.

TOGETHER WITH that portion of the vacated cul-de-sac adjoining which, upon vacation, attached to said premises by operation of law.

Situate in the City of Burlington, County of Skagit, State of Washington.



200410270094  
Skagit County Auditor

10/27/2004 Page 2 of 6 11:45AM

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 Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

<b>A. Monthly Payments</b>	<b>\$9,677.58</b>
<b>B. Late Charges</b>	<b>\$208.02</b>
<b>C. Beneficiary Advances</b>	<b>(\$1,057.06)</b>
<b>D. Suspense Balance</b>	<b>(\$0.00)</b>
<b>E. Other Fees</b>	<b>\$0.00</b>
<b>Total Arrears</b>	<b><u>\$8,828.54</u></b>
<b>F. Trustee's Expenses</b>	
<b>(Itemization)</b>	
Trustee's Fee	\$540.00
Title Report	\$874.01
Statutory Mailings	\$75.80
Recording Fees	\$31.00
Publication	\$0.00
Posting	\$100.00
<b>Total Costs</b>	<b><u>\$1,620.81</u></b>
<b>Total Amount Due:</b>	<b><u>\$10,449.35</u></b>

Other potential defaults do not involve payment of the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults, which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

<b>OTHER DEFAULT</b>	<b>ACTION NECESSARY TO CURE</b>
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist.
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust.
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee.



200410270094  
Skagit County Auditor

**IV.**

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$188,745.51, together with interest as provided in the note or other instrument secured from 05/01/2004 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 01/28/2005. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 01/17/2005 (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 the close of the Trustee's business on 01/17/2005 (11 days before the sale date), the defaults(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 01/17/2005 (11 days before the sale date), and before the sale by the Borrower, Grantor, and Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of 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.

**VI.**

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es): ( See attached list ).

by both first class and either certified mail, return receipt requested, or registered mail on 09/17/2004, proof of which is in the possession of the Trustee; and on 09/18/2004 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession 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 foreclosure costs and trustee's 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 right, title and interest in the above-described property.

**IX.**

Anyone having any objections 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 of the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.



200410270094  
Skagit County Auditor

DATED: October 25, 2004

Landsafe Title of Washington

By: \_\_\_\_\_

BISHAN KATUGAHA

Its: \_\_\_\_\_

Vice President

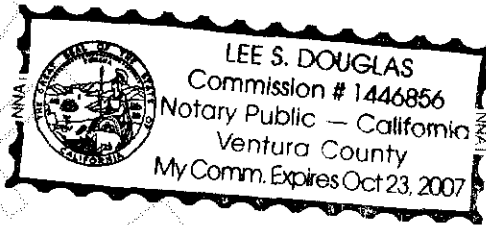
State of: California

County of: Ventura

On 10/25/2004 before me LEE S. DOUGLAS, notary public, personally appeared BISHAN KATUGAHA, 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 within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and 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.

LEE S. DOUGLAS



Landsafe Title of Washington  
11711 SE 8TH STREET, SUITE #210  
BELLEVUE, WA 98005  
Phone: (800) 281-8219

Client: Countrywide Home Loans, Inc

Doc ID #000658963112005N

File No. 2004-11471

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING THIS OFFICE WITH A WRITTEN NOTICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE. IF YOU DISPUTE THE DEBT IN WRITING WITHIN 30 DAYS, WE WILL OBTAIN AND MAIL VERIFICATION OF THE DEBT TO YOU. IF THE CREDITOR IDENTIFIED IN THIS NOTICE IS DIFFERENT THAN YOUR ORIGINAL CREDITOR, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF YOU REQUEST THIS INFORMATION IN WRITING WITHIN 30 DAYS.



200410270094

Skagit County Auditor

10/27/2004 Page

5 of

6 11:45AM

**Attachment to section VI:**

**JOHN W SMITH**  
204 Kay Avenue  
ANACORTES, WA 98221

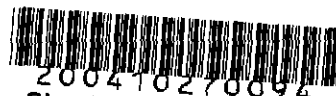
**JOHN W SMITH**  
PO BOX 733  
ANACORTES, WA 98221

**DEBORAH A SMITH**  
204 KAY AVENUE  
BURLINGTON, WA 98233

**JOHN W SMITH**  
204 KAY AVENUE  
BURLINGTON, WA 98233

**DEBORAH A SMITH**  
204 Kay Avenue  
ANACORTES, WA 98221

**DEBORAH A SMITH**  
PO BOX 733  
ANACORTES, WA 98221



200410270094

Skagit County Auditor

10/27/2004 Page

6 of

6 11:45AM