200509230065 Skagit County Auditor

9/23/2005 Page

1 of

4 11:27AM

After Recording, Return to: Kathy Taggart Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997

CHICAGO TITLE ICG31113√

File No. 7069.24342/Muzzuco, Kevin J.

Grantors:

Northwest Trustee Services, Inc.

Bank One, N.A. as Trustee for the Registered Holders of the Structured Asset Securities Corporation Amortizing Residential Collateral Trust Mortgage Pass-

Through Certificates, Series 2002-BC7

Grantee:

Muzzuco, Kevin J.

Notice of Trustee's Sale

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

I.

On December 23, 2005, at 10:00 a.m. inside the main lobby of the Skagit County Courthouse, 205 West Kincaid Street in the City of Mount Vernon, State of Washington, the undersigned Trustee** (subject to any conditions imposed by the trustee to protect 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:

**NORTHWEST TRUSTEE SERVICES, INC, TRUSTEE

Tax Parcel ID No.: 3867-000-035-0708

Abbreviated Legal: Ptn. Tract B, Skagit County Short Plat No. 61-74, being Ptn. Tract 35, Burlington Acreage

Parcel "A": Tract "B" of Short Plat No. 61-74, approved November 6, 1974, recorded November 19, 1974 in Volume 1 of Short Plats, Page 49, under Auditor's File No. 810202, being a portion of Tract 35 of "Plat of Burlington Acreage Property", as per Plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington. Except that portion of said Tract "B", lying within the South 82 feet of the West 24.39 feet of the East 149.39 feet of the North 184 feet of said Tract 35. Situate in the County of Skagit, State of Washington. Parcel "B": The West 25 feet of the East 385 feet of the North 184 feet of Tract 35 of "Plat of Burlington Acreage Property", as per Plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington. Situate in the County of Skagit, State of Washington.

Commonly known as:

213 North Gardner Road Burlington, WA 98233

which is subject to that certain Deed of Trust dated 07/08/02, recorded on 07/16/02, under Auditor's File No. 200207160117, records of Skagit County, Washington, from Kevin J. Muzzuco, a single man, as Grantor, to First American Title Insurance, as Trustee, to secure an obligation in favor of Mortgage Electronic Registration Systems, Inc solely as nominee for BNC Mortgage, Delaware corporation, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. to Bank One, N.A. as Trustee for the Registered Holders of the Structured Asset Securities Corporation Amortizing Residential Collateral Trust Mortgage Pass-Through Certificates, Series 2002-BC7, under an Assignment/Successive Assignments recorded under Auditor's File No. 200310270207.

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.

Ш.

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

	09/20/2005
A. Monthly Payments B. Late Charges C. Advances D. Excepting therefrom a credit of	\$26,248.29 \$927.52 \$4,361.13 (\$1,005.93)
Total Arrearage \$30,531.01 E. Trustee's Expenses (Itemization)	
Trustee's Fee Process Service Statutory Mailings	\$450.00 \$50.00 \$36.00
Recording Fees Publication	\$22.00 \$0.00
Total Costs <u>\$558.00</u>	
Total Amount Due:	\$31,089.01

Other potential defaults do not involve payment to 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.

OTHER DEFAULT	ACTION NECESSARY TO CURE
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
Unauthorized sale of property (Due on Sale)	maintain property as required in Deed of Trust Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$170,483.28, together with interest as provided in the note or other instrument secured from 03/01/04, and such

Amount due to reinstate by

other costs and fees as are due under the Note or other instrument secured, and as are provided by

V.

The above-described real property will be sold to satisfy the expense 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 December 23, 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 12/12/05 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 12/12/05 (11 days before the sale date), the default(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 12/12/05 (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 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):

NAME AND ADDRESS

Kevin J. Muzzuco 213 North Gardner Road Burlington, WA 98233 Jane Doe Muzzuco, spouse of Kevin J. Muzzuco 213 North Gardner Road Burlington, WA 98233

by both first class and either certified mail, return receipt requested, or registered mail on 05/05/04, proof of which is in the possession of the Trustee; and on 05/06/04 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 proof of such service or posting.

VΠ.

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.



9/23/2005 Page

3 of

4 11:27AM

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.

The trustee's rules of auction reference. You may also access			<u>hwesttruste</u>		his
EFFECTIVE: 09/20/2005		>	ву Д	to Trustee Services Inc., Toustee	
		A Company of the Comp	Autho P.O. BO	orized Signature	
				WA 98009-0997	
		V//		: Kathy Taggart	
			(425) 58		
STATE OF WASHINGTON)				
) ss.	Section 1		A	
COUNTY OF KING)	KATHY	TAGGAR	T	
I certify that I know or have satisfact said person acknowledged that (he instrument and acknowledged (he so voluntary act of such party for the united that is the said of th	she) signed this	s instrument, on stant Vice Presi	dent of North	is the person who appeared before me, a nat (he/he) was authorized to execute the nwest Trustee Services, Inc. to be the free ant.	
Dated:					

CHRISTINA BUBON

STATE OF WASHINGTON

NOTARY -- - - PUBLIC

MY COMMISSION EXPIRES 08-24-09

Washington, residing at My commission expires

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

31755887

File No: 7069.24342

Client: Ocwen Loan Servicing, LLC Borrower: Muzzuco, Kevin J.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.



9/23/2005 Page

411:27AM