



200609150090  
Skagit County Auditor

9/15/2006 Page 1 of 5 11:32AM

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

File No. 2004-7311

**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-NC3, MORTGAGE PASS THROUGH CERTIFICATES, SERIES  
2004 NC3

**Grantee(s):**

NICK K COONEY  
TAMMY R COONEY

2324182

FIRST AMERICAN TITLE CO.

81724

**ACCOMMODATION RECORDING ONLY**

**Notice of Trustee's Sale**

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

On December 15, 2006 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.: 3772-167-008-0009 (P56059)

LOTS 7 AND 8, BLOCK 167, MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Commonly Known as: 1815 10TH STREET, ANACORTES, WA 98221

which is subject to that certain Deed of Trust dated 11/14/2003, recorded on 11/21/2003, under Auditor's File No. 200311210169, records of Skagit County, Washington from NICK K. COONEY AND TAMMY R. COONEY, HUSBAND AND WIFE, as grantor, to LAND TITLE, 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-NC3, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-NC3, under an Assignment/Successive Assignments recorded under Auditor's File No.200407070032.

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>                     | \$14,728.12               |
| <b>B. Late Charges</b>                         | \$112.40                  |
| <b>C. Beneficiary Advances</b>                 | \$3,765.76                |
| <b>D. Suspense Balance</b>                     | (\$ .00)                  |
| <b>E. Other Fees</b>                           | \$190.00                  |
| <b>Total Arrears</b>                           | <b><u>\$18,796.28</u></b> |
| <b>F. Trustee's Expenses<br/>(Itemization)</b> |                           |
| Trustee's Fee                                  | \$540.00                  |
| Title Report                                   | \$796.32                  |
| Statutory Mailings                             | \$159.24                  |
| Recording Fees                                 | \$135.00                  |
| Publication                                    | \$1,648.90                |
| Posting  | \$197.50                  |
| <b>Total Costs</b>                             | <b><u>\$3,476.96</u></b>  |
| <b>Total Amount Due:</b>                       | <b><u>\$22,273.24</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.

| 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 maintain property as required in Deed of Trust. |
| Unauthorized sale of property (Due on Sale) | Revert title to permitted vestee.   |



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**IV.**

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$147,342.51, together with interest as provided in the note or other instrument secured from 11/01/2005 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 12/15/2006. 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 12/04/2006 (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 12/04/2006 (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 12/04/2006 (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 06/16/2004, proof of which is in the possession of the Trustee; and on 06/17/2004 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.



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Skagit County Auditor

DATED: September 13, 2006

Landsafe Title of Washington

By: Eva Tapia  
EVA TAPIA

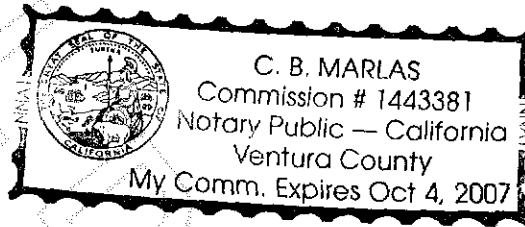
Its \_\_\_\_\_  
Asst. Vice President

State of: California  
County of: Ventura

On 09/13/2006 before me C. B. Marlas, notary public, personally appeared Eva Tapia, 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/thier 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.

C. B. Marlas



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

Client: Countrywide Home Loans, Inc

Doc ID #000494617942005N

File No. 2004-7311

**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.**



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**Attachment to section VI:**

**TAMMY R COONEY**  
1815 10TH ST  
ANACORTES, WA 98221

**TAMMY R COONEY**  
3720 M AVENUE  
Anacortes, WA 98221-3377

**NICK K COONEY**  
1815 10TH STREET  
ANACORTES, WA 98221

**TAMMY R COONEY**  
1815 10TH STREET  
ANACORTES, WA 98221

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