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BOOK 113 PAGE 492

FILES FOR RECORD

SKAMANIA CO. WASH

BY *J. K. [unclear]*

M 7 3 11 '89

AUDITOR  
GARY M. OLSON

## NOTICE OF TRUSTEE'S SALE

## I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 14th day of July, 1989, at the hour of 10:30 A.M. o'clock at the North entrance to the Skamania County Courthouse, in the City of Stevenson, State of Washington, 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 Skamania, State of Washington, to-wit:

A tract of land in the B.B. Bishop Donation Land Claim, described as follows:

Beginning at an iron rod at the intersection of the Northerly line of the Moffetts-Carpenter County Road with the Northwesterly line of the Bonneville Power Administrations' No. 1 and 2 Bonneville-Coulee Transmission line right-of-way, said point being North 51°30'41" East 1,464.42 feet from an iron pipe marking a witness corner to the Southwest corner of Section 16, Township 2 North, Range 7 East of the Willamette Meridian, said pipe being North 01°29'49" East from the Southwest corner of said Section 16; thence North 33°24'00" East along said transmission line right-of-way 178.17 feet; thence North 56°36'00" West 225 feet; thence South 33°24'00" West 147.68 feet; thence along the Northerly line of Moffetts-Carpenter County Road 227.06 feet to the point of beginning.

ALSO KNOWN AS Lot 2 of the K.W. Peterson Short Plat recorded July 28, 1976 under Auditor's File No. 82540, records of Skamania County, Washington,

which is subject to that certain Deed of Trust dated July 23, 1984, recorded July 25, 1984, under Auditor's File No. 97952, records of Skamania County, Washington, from Vadim Krijanovsky, a single man, in his capacity as an individual, and Biba Hot Springs Development Company, a Washington limited partnership, and Biba Hot Springs, Inc., a Washington corporation, as Grantors, to Skamania County Title Insurance Company, a corporation, as Trustee, to secure an obligation in favor of Douglas P. McKenzie and Marlea K. McKenzie, husband and wife, as Beneficiaries.

## II.

No action commenced by the Beneficiaries of the Deed of Trust or the Beneficiaries' successor is now pending to seek satisfaction of the obligation in any Court by reason of the Grantors' default on the obligation secured by the Deed of Trust.

## III.

The defaults for which this foreclosure is made are as follows:

Failure to pay when due the following amounts which are now in arrears:

Registered *6-*  
Index *15-*  
Indexed *5-*  
Filed  
Mailed

Failure to make monthly payments for the months of February, March and April, 1989, inclusive, in the amount of \$300.52 per month as required under said Deed of Trust and the promissory note of even date with and securing said Deed of Trust, for a total now past due and owing of \$ 901.56.

Failure to make monthly payments for the months of November and December, 1988 and January, 1989, in the amount of \$40.00 per month as required under said Deed of Trust and the promissory note of even date with and securing said Deed of Trust, to be deposited into a reserve account for payment of taxes, assessments and insurance as those amounts become due, for a total now past due and owing of \$120.00.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$ 20,387.64, together with interest as provided in the note or other instrument secured, from the 7th day of April, 1989, 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 sale and the obligations 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 the 14th day of July, 1989. The defaults referred to in paragraph III must be cured by the 3rd day of July, 1989 (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 the 3rd day of July, 1989, (11 days before the sale date), the defaults as set forth in paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 3rd day of July, 1989 (11 days before the sale date), and before the sale by the Grantor or the Grantor's successor in interest 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 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 Beneficiaries or Trustee to the Grantor or the Grantor's successor in interest at the following address:

Vadim Krijanovsky  
1422 E. Burnside  
Portland, Oregon 97214



Biba Hot Springs Development Company  
1422 E. Burnside  
Portland, Oregon 97214

Biba Hot Springs, Inc.  
1422 E. Burnside  
Portland, Oregon 97214

by both first class and certified mail on the 7th day of March, 1989, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was not personally served with said written notice of default but the written notice of default was posted in a conspicuous place on the real property described in paragraph I above on March 8, 1989, and the Trustee has possession of proof of such 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.

JAN C. KIELPINSKI, Trustee  
27 Russell Street  
PO Box 510  
Stevenson, Washington 98648

509-427-5665

STATE OF WASHINGTON )  
County of Skamania ) ss

On this day personally appeared before me JAN C. KIELPINSKI to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of April, 1989.

Notary Public in and for the  
State of Washington, residing  
at Carson, Wa.

Commission expires 8-15-89