

118853

NOTICE OF FORECLOSURE

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24 RCW

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Peter J. Mozena*

MAR 4 4 40 PM '94

P. Lowry
AUDITOR
GARY H. OLSON

BOOK 141 PAGE 738

TO: Pearleen Harvey
MPO.13R Laurel Lane
Washougal, WA 98671

Beneficial Mortgage Company of Washington
17038 S.E. McLoughlin Blvd.
Milwaukie, OR 97267

Prime Mortgage Security Corporation
10424 S.E. Cherry Blossom Drive, Suite 105
Portland, OR 97216

Howard Amack
5701 N.E. St. Johns Road, #9
Vancouver, WA 98661

Richard E. Stoops
1906 S.E. Park Crest Avenue
Vancouver, WA 98684

Tana Hart
1508 N.E. 139th
Vancouver, WA 98684

Thomas J. Barton
11400 S.E. Loop Road
Dayton, OR 97114

Daisy Fresh Carpet Cleaning Company
c/o Richard Peterson
3021 N.E. 72nd Avenue, Suite 976
Vancouver, WA 98661

Internal Revenue Service
District Director
Chief Special Services
P.O. Box 1729, M.S. 245
Seattle, WA 98111

Chief Special Procedures Staff
Internal Revenue Service
Ogden, UT 84201

The attached Notice of Trustee's Sale is a consequence of default in the obligation to Roger R. Erickson and Joan M. Erickson the Beneficiaries of your Deed of Trust and owner of the obligation secured thereby. Unless the default is cured, your

1-NOTICE OF FORECLOSURE

Registered	
Indexed, Dir	<input checked="" type="checkbox"/>
Indirect	<input checked="" type="checkbox"/>
Filmed	<input checked="" type="checkbox"/>
Mailed	<input checked="" type="checkbox"/>

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Glenda J. Kimmel, Skamania County Assessor
Pr. 110 Parcel # 0205323010000
3-4-94

property will be sold at auction on the 22nd day of July, 1994.

To cure the default, you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorney's fees as set forth below by the 11th day of July, 1994. To date, these arrears and costs are as follows:

	Currently due to Reinstate on February 25, 1994	Estimated Amount That Will be due to Reinstate on July 11, 1994 (Balance due on March 15, 1994)
Delinquent payments from January, 1994, to February, 1994 in the amount of \$850.00 per month	\$1,700.00	\$85,000.00
Late charges in the amount of \$.28 per day	\$ 40.88	\$ 78.96
		Estimated amounts
Attorney's fees:	\$750.00	\$1,500.00
Trustee's fees:	\$ 25.00	\$ 25.00
Trustee's expenses:		
a. Title Report	\$470.80	\$ 470.80
b. Recording fees	\$ 21.00	\$ 21.00
c. Posting, Serving of Notice	\$ 64.94	\$ 98.22
d. Postage/Copy Expense	\$ 10.16	\$ 20.32
e. Publication	\$350.00(est)	\$ 350.00(est)
f. Telephone charges	\$ 20.00(est)	\$ 30.00(est)
g. Inspection fees	\$ 45.00(est)	\$ 45.00(est)
Advances: Beneficial Finance	\$5,904.68	\$5,904.68
Property Taxes	\$3,024.61	\$3,024.61
TOTALS	\$12,427.07	\$96,568.59

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.

2-NOTICE OF FORECLOSURE

Default

BOOK 141 PAGE 740

Description of Action
Required to Cure and
Documentation Necessary to
Show Cure

Waste and Abandonment

Restoration of Condition of
Real Estate
Insurance Policy or Binder

Failure to Insure Property

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including the 11th day of July, 1994, by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay.

Tender of payment or performance must be made to:

Peter J. Mozena, Attorney at Law and Trustee for Beneficiary,
whose address is 825 N.E. Multnomah, Suite 980, Portland, Oregon
97232. Telephone number: (503) 236-4000, or 2901 Main Street,
Vancouver, Washington 98663. Telephone number: (206) 695-1677.

AFTER THE 11th DAY OF JULY, 1994, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. In such a case, you will only be able to stop the sale by paying before the sale, the total principal balance (\$85,000.00) plus accrued interest, costs, fees and advances, if any, made pursuant to the terms of the documents and by curing the other defaults as outlined above.

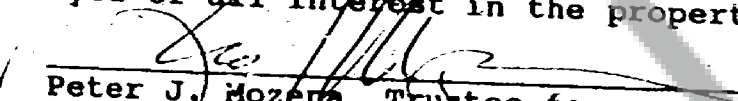
You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may also raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense.

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed

3-NOTICE OF FORECLOSURE

in restraining the sale by court action, your property will be sold to satisfy the obligations secured by your Deed of Trust. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property.

DATED: 2/25/94


Peter J. Mozena, Trustee for
Beneficiary, Roger R. Erickson and Joan
M. Erickson

2901 Main Street
Vancouver, Washington 98663
(206) 695-1677

825 N.E. Multnomah, Suite 980
Portland, Oregon 97232
(503) 236-4000

NOTICE OF TRUSTEE'S SALE

BOOK 141 PAGE 742

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.24, ET. SEQ.

TO: Pearleen Harvey
MPO.13R Laurel Lane
Washougal, WA 98671

Beneficial Mortgage Company of Washington
17038 S.E. McLoughlin Blvd.
Milwaukie, OR 97267

Prime Mortgage Security Corporation
10424 S.E. Cherry Blossom Drive, Suite 105
Portland, OR 97216

Howard Amack
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Internal Revenue Service
District Director
Chief Special Services
P.O. Box 1729, M.S. 245
Seattle, WA 98111

Chief Special Procedures Staff
Internal Revenue Service
Ogden, UT 84201

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the
22nd day of July, 1994, at the hour of 11:00 a.m., at the

1-NOTICE OF TRUSTEE'S SALE

Skamania County Courthouse, south side steps, 240 Vancouver Street, 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:

Lot 18 and 19, WASHOUGAL RIVERSIDE TRACTS, according to the plat thereof, recorded in Volume A of plats, page 80, records of SKAMANIA County, Washington.

(commonly known as MPO.13R Laurel Lane, Washougal, Washington 98671) which is subject to that certain Deed of Trust dated March 30, 1992, recorded March 30, 1992, under Auditor's File No. 113173, records of Skamania County, Washington from Pearleen Harvey as Grantor, to Chicago Title Insurance Company as Trustee, to secure an obligation in favor of Roger R. Erickson and Joan M. Erickson, as Beneficiary. Peter J. Mozena is now acting as successor trustee under a recorded appointment.

II.

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

III.

The default for which this foreclosure is made is as follows:

Failure to pay when due the following amounts which are now in arrears: (full balance of obligation becomes due on March 15, 1994.)

Monthly Payment:

Monthly payments at \$850.00 each;
(January and February 1994)

\$1,700.00

Late Charges:

12% interest late charge (accruing) (\$.28 per day)

\$ 40.88

Property Tax:

\$3,024.61

TOTAL MONTHLY PAYMENTS AND LATE CHARGES:

\$4,765.49

IV.

The sum owing on the obligation secured by the Deed of Trust is:

Principal \$85,000.00, together with interest as provided in the

2-NOTICE OF TRUSTEE'S SALE

note or other instrument secured from the 30th day of March, 1992, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

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 the 22nd day of July, 1994. The default referred to in paragraph III must be cured by the 11th day of July, 1994, to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 11th day of July, 1994, the default as set forth in paragraph III and any other amounts then due is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 11th day of July, 1994, 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.

V.

A written notice of default was transmitted by the Beneficiary or Trustee to the Grantor or the Grantor's successor in interest and other interest holders at the following addresses:

Pearleen Harvey
MPO.13R Laurel Lane
Washougal, WA 98671

Beneficial Mortgage Company of Washington
17038 S.E. McLoughlin Blvd.
Milwaukie, OR 97267

Prime Mortgage Security Corporation
10424 S.E. Cherry Blossom Drive, Suite 105
Portland, OR 97216

Howard Amack
5701 N.E. St. Johns Road, #9
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Richard E. Stoops
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Seattle, WA 98111

Chief Special Procedures Staff
Internal Revenue Service
Ogden, UT 84201

by both first class and either registered or certified mail on the 20th day of January, 1994, proof of which is in the possession of the Trustee; and the Grantor or the Grantor's successor in interest was personally served on the 20th day of January, 1994, 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 of such service or posting.

VI.

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.

VII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through and under the Grantor of all their interest in the above-described property.

VIII.

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.

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DATED: 2/25/94

Peter J. Mozena
Peter J. Mozena, Attorney at Law
Trustee for Roger Erickson and Joan Erickson

2901 Main Street
Vancouver, Washington 98663
(206) 695-1677

825 N.E. Multnomah, Suite 980
Portland, Oregon 97232
(503) 236-4000

STATE OF OREGON)
County of Multnomah) ss.

On this day personally appeared before me Peter J. Mozena, to me known to be the individual described in and who executed the within 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 25th day of February, 1994.

Betty Young
Notary Public for Oregon

My commission expires: 3/10/96



5-NOTICE OF TRUSTEE'S SALE

BOOK 141 PAGE 747

CHICAGO TITLE INSURANCE COMPANY
MONTHLY INSTALLMENT NOTE

VANCOUVER, WASHINGTON

March 31, 1992

FOR VALUE RECEIVED, I (We) promise to pay to:

ROGER R. ERICKSON, JOAN M. ERICKSON

or order, the sum of

EIGHTY FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00)

payable as follows:

EIGHT HUNDRED FIFTY AND 00/100 DOLLARS (\$850.00) or more at Maker's option, on or before May 1, 1992 and EIGHT HUNDRED FIFTY AND 00/100 DOLLARS (\$850.00), or more at Maker's option, on or before the same day of each then succeeding calendar month until said note is paid in full.

Maker further agrees to pay interest on the balance, and the diminishing amounts thereof, at the rate of 12% per annum from March 31, 1992 which interest shall be deducted from each monthly installment and the balance applied in reduction of principal.

ENTIRE BALANCE PLUS ACCRUED INTEREST DUE ON OR BEFORE MARCH 15, 1994. MAKER SHALL HAVE THE OPTION TO PREPAY ANY AMOUNT TOWARD THE PRINCIPAL DURING ANY GIVEN CALENDAR MONTH, BUT PREPAYMENT DOES NOT SUBSTITUTE THE THE FOLLOWING MONTHS PAYMENT.

This Note is secured by DEED OF TRUST of even date.

If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice, at the option of the holder hereof.

This note shall bear interest at the highest allowable rate, per annum after maturity or after failure to pay any installment as above specified, and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note I promise to pay a reasonable attorney's fee.

Each maker of this note executes the same as a principal and not as a surety.


PEARLEEN HAFVEY

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

113173

BOOK 141 PAGE 748
BOOK 127 PAGE 895

Filed for Record at Request of
When Recorded Return to:

ROGER R. ERICKSON
M.P. 13R LAUREL LANE;
Washougal, WA 98671

Registered
Indexed, UW
Indirect
Filed 4/1/92
Mailed

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

ORDER NO: K50022DO

MAR 30 3 50 PM '92
GARY H. OLSON

CHICAGO TITLE INSURANCE COMPANY
DEED OF TRUST (For use in the State of Washington only)
SECOND

THIS DEED OF TRUST, made this 30th day of March, 1992,

PEARLEEN HARVEY, as her separate estate

GRANTOR, whose address is
3805 NE 98TH AVENUE Vancouver, WA 98662

CHICAGO TITLE INSURANCE COMPANY,
TRUSTEE, whose address is 1111 Main Street, Vancouver, Washington 98660
and

ROGER R. ERICKSON and JOAN M. ERICKSON, husband and wife

BENEFICIARY, whose address is
M.P. 13R LAUREL LANE; Washougal, WA 98671

WITNESSETH, Grantor hereby bargains, sells and conveys to Trustee in Trust,
with power of sale, the following described real property, in SKAMANIA
County, Washington:

Lot 18 AND 19, WASHOUGAL RIVERSIDE TRACTS, according to the plat thereof,
recorded in Volume A of plats, page 80, records of SKAMANIA County,
Washington.

which real property is not used principally for agricultural or farming
purposes, together with all the tenements, hereditaments, and
appurtenances now or hereafter thereunto belonging or in any wise
appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement
of grantor herein contained, and payment of the sum of EIGHTY FIVE
THOUSAND AND 00/100 dollars (\$85,000.00) with interest, in accordance with
terms of a promissory note of even date herewith, payable to Beneficiary
or order, and made by Grantor, and all renewals, modifications and
extensions thereof, and also such further sums as may be advanced or
loaned by Beneficiary to Grantor, or any of their successors or assigns,
together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and
agrees:

1. To keep the property in good condition and repair; to permit no
waste thereof; to complete any building, structure or improvement being
built or about to be built thereon; to restore promptly any building,
structure or improvement thereon which may be damaged or destroyed; and to
comply with all laws, ordinances, regulations, covenants, conditions and
restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the
property; to keep the property free and clear of all other charges, liens
or encumbrances impairing the security of this Deed of Trust.

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

BOOK 127 PAGE 897
BOOK 141 PAGE 750

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Pearleen Harvey
PEARLEEN HARVEY

STATE OF WASHINGTON
COUNTY OF SKAMANIA

On this day personally appeared before me PEARLEEN HARVEY to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that SHE signed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of March, 1992.

[Signature]
Notary Public in and for the State of Washington,
Residing at Battle Ground
Commission Expires: 4/22/93

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____ 19 ____.

BY: _____

RETURN Full Reconveyance to the following parties:

[Signature]