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E SKAMANIA CO. ITILI Martile GARY F. CLSON

Return To: Bruce Fine Aiken & Fine, P.S. 700 Market Place Tower 2025 First Avenue Seattle, WA 98121

5CR 22707

### KLICKITAT COUNTY

Document Title(s): Notice of Trustee's Sale

Reference numbers of related documents: Deed Of Trust: 1004839, 1004840 and 1004841

Assignment: 1005697

Grantor(s): SFG Income Fund IV, L.L.C.; Fine, Bruce

Grantee(s): Public

Legal Description: Portion of Lot 2, Short Plat No. SP-96-19;

Portion of Section 23, Township 3N, Range 10 E, W.M. Property Tax Parcel Account Number(s): 03-10-2315-0002/00; 03-10-2314-0010/00

#### **SKAMANIA COUNTY**

Document Title(s): Notice of Trustee's Sale

Reference numbers of related docs: Deed Of Trust: 131832 in Book 178 at Page 118

Assignment: 132228 in Book 179 at Page 418

Grantor(s): SFG Income Fund IV, L.L.C.; Fine, Bruce

Grantee(s): Public

Legal Description: Lot 3, OREGON LUMBER COMPANY SUBDIVISION, Book A,

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Assessor's Property Tax Parcel Account Number(s): 03-09-14-2-0-1700-00

NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 24th day of September, 1999 at the hour of 10:00 a.m., on the steps of the Klickitat County Courthouse,

205 S. Columbus Avenue, in the City of Goldendale, 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 Klickitat, State of Washington, to wit:

#### PARCEL 1:

Lot 2, SHORT PLAT NO. SP-96-19, according to the recorded Short Plat thereof, recorded in Book 2, page 239, Klickitat County Short Plat Records, being a portion of the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 23, Township 3 North, Range 10 East, W.M.

EXCEPTING THEREFROM Lot 1 of BOUNDARY LINE ADJUSTMENT NO. BL-94-03, according to the Boundary Line Plat thereof, recorded in Book 1, page 75, Klickitat County Boundary Line Adjustment Records.

#### PARCEL 2:

Beginning at a point on the North line of the Southeast Quarter of the Northeast Quarter of Section 23, Township 3 North, Range 10 East, W.M., which is 676.5 feet East of the Northwest corner thereof; Thence South 330 feet;

Thence West 110.55 feet, more or less, to the Northeast corner of that tract conveyed to John B. Humphrey by Deed recorded April 9, 1908, in Book W of Deeds, page 560;

Thence South 165 feet to a point which is 495 feet South of the North line of said quarter quarter;

Thence East parallel with said North line, a distance of 358 feet, more or less, to the West line of that tract conveyed to John Saul, Jr., et al, by deed recorded March 23, 1908 in Book W. of Deeds, page 508;

Thence North along the West line of said Tract 495 feet, to the North line of said quarter quarter;

Thence West along said North line a distance of 247.5 feet, more or less to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Washington by Deed recorded October 31, 1956, in Book 122, page 584 Klickitat County Deed Records.

ALSO EXCEPTING THEREFROM that portion lying within Lot 2, Short Plat No. SP-92-15, according to the recorded Short Plat thereof, recorded in Book 2, page 136, Klickitat County Short Plat Records.

The postal addresses of which are unknown, but which are subject to that certain Deed of Trust dated May 26, 1998, recorded June 2, 1998 under Auditor's File Nos. 1004839, 1004840 and 1004841, records of Klickitat County, Washington, from Daniel Stephen

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Morse, a.k.a. Dusty Moss, an unmarried person,, as Grantor, to Accent Service Corporation, a Washington Corporation, as Trustee, to secure an obligation in favor of Seattle Funding Group, Ltd., a Washington corporation, as Beneficiary, the beneficial interest in which was assigned to SFG Income Fund IV, L.L.C., Tax ID #91-1830785, by an Assignment of Trust Deed recorded under Auditor's File No. 1005697, records of Klickitat County, Washington.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 24th day of September, 1999 at the hour of 10:00 a.m., on the steps of the Klickitat County Courthouse, 205 S. Columbus Avenue, in the City of Goldendale, 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:

The West one-half of Lot 3, OREGON LUMBER COMPANY SUBDIVISION, according to Skamania County Records, Book A of Plats, Page 29, in Section 14, Township 3 North, Range 9 East of the Willamette Meridian.

ALSO beginning at a point of intersection of the West line of the East one-half of said Lot 3 with the South line of County Road known as Jessup Road; thence South 280 feet; thence East 112 feet; thence North to the South line of said Jessup Road; thence Westerly along the South line of said road to the point of beginning.

The postal address of which is more commonly known as:

231 Jessup Road Cook, Washington 98605

which is subject to that certain Deed of Trust dated May 26, 1998, recorded June 9, 1998 under Auditor's File No. 131832 in Book 178 at Page 118, records of Skamania County, Washington, from Chicago Loans and Liquidations, Inc., a Washington corporation, as Grantor, to Accent Service Corporation, a Washington Corporation, as Trustee, to secure an obligation in favor of Seattle Funding Group, Ltd., a Washington corporation, as Beneficiary, the beneficial interest in which was assigned to SFG Income Fund IV, L.L.C., Tax ID #91-1830785, by an Assignment of Trust Deed recorded under Auditor's File No. 132228 in Book 179 at Page 418, records of Skamania County, Washington.

П.

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 Borrowers' or Grantors' default on the obligation secured by the Deed of Trust.

NOTICE OF TRUSTEE'S SALE - 3 -

III.

The defaults for which this foreclosure is made are:

A. The failure to pay the following past due amounts which are in arrears:

Monthly Payments:
Six (6) monthly payments at \$3,475.02 each (January - June, 1999).

\$20,850.12

Late Charges:

Six (6) late charges of \$173.75 for monthly payments not made within 15 days of their due dates (January - June, 1999).

\$ 1,042.50

Default Interest:

Default interest from January 1, 1999 accruing at \$77.78 per day.

\$13,378.16

TOTAL Monthly Payments, Late Charges And Default Interest Through June 22, 1999:

\$35,270.78

B. The failure to maintain current the superior encumbrance secured by a Deed of Trust dated May 28, 1998, recorded June 9, 1998 under Auditor's/Recorder's No. 131830 in Book 178 at Page 99, records of Skamania County, Washington. As of June 22, 1999 the amount owing on said encumbrance is:

Monthly Payments: Seven (7) monthly payments at \$2,843.20 each (December, 1998 - June, 1999).

\$19,902.40

Late Cherry

Late Charges:
Seven (7) late charges of \$142.16 for monthly payments not made within 15 days of their due dates (December, 1998 - June, 1999).

\$ 995.12

TOTAL Monthly Payments And Late Charges Through June 22, 1999:

\$29,711.44

C. The failure to pay 1999 property taxes for the property secured by the Deed of Trust recorded under Auditor's File Nos. 1004839, 1004840 and 1004841, records of Klickitat County, Washington, in the amount of \$232.86, plus all accrued interest and penalties.

NOTICE OF TRUSTEE'S SALE - 4 -

D. The failure to pay 1999 property taxes for the property secured by the Deed of Trust dated recorded under Auditor's File No. 131832 in Book 178 at Page 118, records of Skamania County, Washington, in the amount of \$2,515.22, plus all accrued interest and penalties.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$274,823.55, together with interest as provided in the note or other instrument secured from the 30th day of November, 1998, and such other costs and fees as are due under the note or other instrument secured, 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 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 24th day of September, 1999. The default referred to in Paragraph III must be cured by the 13th day of September, 1999 (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 13th day of September, 1999 (11 days before the sale date), the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 13th day of September, 1999 (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 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 Beneficiary or Trustee to the Borrowers and Grantors at the following address:

231 Jessup Road Cook, Washington 98605

by both first class and certified mail on the 21st day of April, 1999, proof of which is in the possession of the Trustee; and 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.

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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.

X

# NOTICE TO OCCUPANT(S) OR TENANT(S):

The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the Grantors under the Deed of Trust (the owners) 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.

XI

## NOTICE TO GUARANTOR(S):

- 1. A guarantor may be liable for a deficiency judgment to the extent the sale price obtained at the trustee's sale is less that the debt secured by the deed of trust;
- 2. A guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the grantor in order to avoid the trustee's sale;
  - A guarantor will have no right to redeem the property after the trustee's sale;
- 4. Subject to such longer periods as are provided in the Washington deed of trust act, Chapter 61.24 RCW, any action brought to enforce a guaranty must be commenced within one year after the trustee's sale, or the last trustee's sale under any deed of trust granted to secure the same debt;

NOTICE OF TRUSTEE'S SALE - 6 -

In any action for a deficiency, a guarantor will have the right to establish the fair value of the property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit its liability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs.

DATED: \_

JUN 2 2 1999

Trustee **BRUCE FINE** 

Address

700 Market Place Tower

2025 First Avenue Seattle, WA 98121

Phone

206-728-4500

Contact:

Liz Giba

STATE OF WASHINGTON

**COUNTY OF KING** 

On this day personally appeared before me Bruce Fine 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 22 day of



Notary Public in and for the State

of Washington.

Commission Expires: 7-22-02

Printed Name: ECICARCH R. GISA

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