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BOOK 198 PAGE 299

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STATE OF WASHINGTON

BY CLARK COUNTY TITLE

APR 14 11 03 AM '00

*UNCOR*

GARY H. OLSON

WHEN RECORDED MAIL TO

REGIONAL TRUSTEE SERVICES CORPORATION  
720 SEVENTH AVENUE, SUITE 400  
SEATTLE, WA, 98104

Trustee No.: 01-OC-19734

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No. 30025068 CONV

67311

### NOTICE OF TRUSTEE'S SALE

Pursuant to the R.C.W Chapter 61.24, et seq. and 62A.9-501 et seq.

Registered	
Indexed	
Filed	
Noted	
Waived	

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee, REGIONAL TRUSTEE SERVICES CORPORATION, will on July 14, 2000, at 10:00 AM, at THE MAIN ENTRANCE TO THE SKAMANIA COUNTY COURTHOUSE, 240 VANCOUVER AVE. 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(ies) of SKAMANIA, State of Washington, to-wit:

THE EAST 421.5 FEET OF NORTH HALF OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

(commonly known as) Tax Parcel No.: 02063200110000  
41 COUGAR CREEK ROAD  
SKAMANIA WA 98648

which is subject to that certain Deed of Trust dated October 14, 1997, recorded October 23, 1997, in Vol 170 of Deeds of Trust, page 208 under Auditor's File No. 129574, of SKAMANIA County, Washington, from JOHN W. CUMMINS AND ELIZABETH S. CUMMINS, HUSBAND AND WIFE, as Grantor, to FIRST AMERICAN TITLE, as Trustee, to secure an obligation in favor of SOUTHERN PACIFIC FUNDING CORPORATION, as Beneficiary, the beneficial interest in which is assigned to NORWEST BANK MINNESOTA, N.A., AS TRUSTEE OF THE SOUTHERN PACIFIC SECURED ASSETS CORP., MORTGAGE LOAN ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 1997-4.

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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 Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III

The default(s) for which this foreclosure is made is/are as follows:

FAILURE TO PAY THE MONTHLY PAYMENT WHICH BECAME DUE ON 06-01-98, AND ALL SUBSEQUENT MONTHLY PAYMENTS, PLUS LATE CHARGES AND OTHER COSTS AND FEES AS SET FORTH.

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

			Amount due as of April 14, 2000
			-----
Payments:			
18	payments at \$	877.57 each;	\$ 15,796.26
5	payments at \$	987.17 each;	\$ 4,935.85
	(06-01-98 through 04-14-00 )	)	
Late Charges:			\$ 1,085.92
Prior accumulated late charges:			\$ 54.76
Beneficiary Advances (with interest if applicable)			\$ 2,971.04
			=====
TOTAL:			\$ 24,843.83

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$99,728.98, together with interest as provided in 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 expenses 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 July 14, 2000. The default(s) referred to in paragraph III must be cured by July 3, 2000, (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 July 3, 2000, (11 days before the sale date) the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid.

The sale may be terminated any time after July 3, 2000, (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 Borrower and Grantor at the following addresses:

JOHN W. CUMMINS  
ELIZABETH S. CUMMINS  
41 COUGAR CREEK ROAD  
SKAMANIA WA 98648

by both first class and certified mail on March 6, 2000 proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on March 7, 2000 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.

VII

The Trustee's Sale will be held in accordance with Ch. 61.24 RCW and anyone wishing to bid at the sale will be required to have in his/her possession at the time the bidding commences, cash, cashier's check, or certified check in at least the amount of one dollar over the Beneficiary's opening bid. In addition, the successful bidder will be required to pay the full amount of his/her bid in cash, cashier's check, or certified check within one hour of the making of the bid. 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 of 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 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.

DATED: April 12, 2000

REGIONAL TRUSTEE SERVICES CORPORATION  
Trustee

BY   
CHRIS REBHURN, ASSISTANT VICE PRESIDENT  
Address: 720 SEVENTH AVENUE, SUITE 400  
SEATTLE WA 98104  
Telephone: 206 340-2550  
Sale Information Line: (916) 387-7728

STATE OF Washington }  
COUNTY OF KING } ss.

On April 12, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRIS REBHURN to me known to be the ASSISTANT VICE PRESIDENT of REGIONAL TRUSTEE SERVICES CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.  Notary Public in and for the State of Washington, residing at Seattle

My commission expires 9-16-03

