

139782

BOOK 204 PAGE 792

FILED
SKAMANIA COUNTY
WASHINGTON
NOV 29 12 31 PM '03

P. Lowry
GARY M. OLSON

Return To:
Bruce Fine
Aiken & Fine, P.S.
2131 Second Avenue
Seattle, WA 98121

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

Reference numbers of related docs: Deed Of Trust: 131830 in Book 178 at Page 99
Assignment: 132200 in Book 179 at Page 301

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

Grantee(s): Public

Legal Description: Lot 3, OREGON LUMBER COMPANY SUBDIVISION, Book A,
SER 23621 Page 29

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

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 2nd day of March, 2001 at the hour of 11:00 a.m., at the West entrance of the Skamania County Courthouse, 240 Vancouver, 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:

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 28, 1998, recorded June 9, 1998 under Auditor's File No. 131830 in Book 178 at Page 99, records of Skamania County, Washington, from Chicago Loans and Liquidations, Inc., a Washington corporation, as Granter, 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 L.P., Tax ID #91-1610432, by an Assignment of Trust Deed recorded under Auditor's File No. 132200 in Book 179 at Page 301, records of Skamania County, Washington.

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 defaults for which this foreclosure is made are:

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

Monthly Payments:

Five (5) monthly payments at \$2,843.20 each
(July - November, 2000).

\$14,216.00

Late Charges:

Five (5) late charges of \$142.16 for monthly payments not made within 15 days of their due dates (July - November, 2000).

\$ 710.80

TOTAL Monthly Payments And Late Charges
Through November 28, 2000:

\$14,926.80

- B. The failure to keep the property free and clear of liens and encumbrances.
- C. The failure to pay 1999 property taxes in the amount of \$2,530.66, plus all accrued interest and penalties.

BOOK 204 PAGE 794

- D. The failure to pay 2000 property taxes in the amount of \$2,445.87, plus all accrued interest and penalties.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$224,094.79, together with interest as provided in the note or other instrument secured from the 31st day of May, 2000, 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 2nd day of March, 2001. The default referred to in Paragraph III must be cured by the 19th day of February, 2001 (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 19th day of February, 2001 (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 19th day of February, 2001 (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 addresses:

231 Jessup Road
Cook, Washington 98605

and

115 W. Yakima Avenue
Yakima, WA 98902

and

128 Fair Avenue
Yakima, WA 98901

BOOK 204 PAGE 795

by both first class and certified mail on the 24th day of October, 2000, proof of which is in the possession of the Trustee; and written notice of default was personally served or 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 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 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.

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 than 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;
3. A guarantor will have no right to redeem the property after the trustee's sale;


NOTICE OF TRUSTEE'S SALE - 4 -

BOOK 204 PAGE 796

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;

5. 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: NOV 28 2000


Trustee BRUCE FINE
Address 2131 Second Avenue
Seattle, WA 98121
Phone 206-728-4500
Contact: Liz Giba

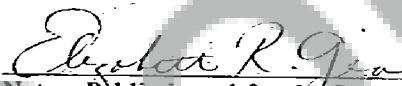
STATE OF WASHINGTON)

COUNTY OF KING) ss.

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 28 day of NOVEMBER 2000.




Notary Public in and for the State
of Washington, residing at Seattle.
Commission Expires: 7-22-02
Printed Name: Elizabeth R. Giba

NOTICE OF TRUSTEE'S SALE - 5 -