

1106 Nell Street
Prosser, WA 99350

Title Order Number: F81714SD



Frontier Title & Escrow Company

6921 West Grandridge Boulevard
Kennewick, Washington 99336
Telephone No. (509) 783-8828
Fax No. (509) 783-6239

Pasco Office: Phone (509) 545-0910 / Fax (509) 545-0913
Richland Office: Phone (509) 946-6564 / Fax (509) 946-8410

TO: Benton County Treasurer
5600 West Canal Drive, Suite A
Kennewick, WA 99336
ATTN: Kirsten Yniguez

Title Officer: Sherrie Denise
Email: Sherrie@frontiertitle.biz



Frontier Title & Escrow Company of the Tri-Cities, Inc.

4018 W. Clearwater Ave., Suite C
Kennewick, Washington 99336
Telephone No. (509) 783-8828
Fax No. (509) 783-6239
Pasco Office: PH. (509) 545-0910 / FX. (509) 545-0913
Richland Office: PH. (509) 946-6564 / FX. (509) 946-8410

Tax Foreclosure Certificate

To: Benton County Treasurer
5600 West Canal Drive, Suite A
Kennewick, WA 99336
Attention: Kirsten Yniguez

Liability: \$7,304.18
Premium: \$165.00
Tax: \$13.70

This certificate is offered solely for the use of the addressee for the purpose of determining necessary parties defendant in an action to foreclose General Property Taxes. The liability of the Company under this Certificate shall be limited to the amount of actual loss sustained by the addressee due to reliance on any incorrect information in the certificate. No liability is assumed by the company for loss or damage that may arise from any other use of this certificate.

Vesting:

Tamara A. Stice, who acquired title as Tamara A. Heintz

Description:

Lot 29, EXCEPT the North 5.5 feet as measured along the North line thereof, Macauley Addition to Prosser, as recorded in Volume 10 of Plats, Page 36, records of Benton County, Washington.

Subject to:

- A. Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.
- B. General Property taxes the Company having made no search thereof.
- C. Agreements, if any, which appear in the public record related to future assessments or obligations not yet of record.
- D. Covenants, Conditions and Restrictions affecting title, if any appear in the public record.
- E. Easements prior to January 1, 2003, if any, which appear in the public records or as shown on any recorded plat.
- F. Any reservations of minerals and mineral rights, including leases of said rights appearing in the public records.
- G. Additional Exceptions as shown on Exhibit A.

Date: 6/26/2013 @ 8:00 a.m.

Exceptions:

1. Easement as delineated and/or dedicated on the face of said plat:

Purpose: Utilities
Affects: The Easterly 10 feet of said premises

2. Covenants, Conditions, Restrictions and/or easements in declaration:

Recorded: July 18, 1975
Recording No.: 684735

A copy of which is hereto attached.

3. Easement for right(s) of way for necessary canals, tunnels or other water conduits and for telephone and transmission lines required in connection with the Sunnyside Valley Irrigation District, as contained in instruments of record in Benton County, Washington.

4. Deed of Trust and the terms and conditions thereof:

Grantor: Michael L. and Tamara A. Stice, husband and wife
Trustee: Benevest Services, Inc., a Washington corporation
Beneficiary: Beneficial Washington Inc. d/b/a Beneficial mortgage Co.
Original Amount: \$34,000.00
Dated: October 6, 1993
Recorded: October 14, 1993
Recording No.: 93-31337

A successor trustee was appointed for said Deed of Trust by instrument:

Recorded: May 17, 2004
Recording No.: 2004-017147
New Trustee: Bishop, White, Miersma & Marshall, P.S. fka Bishop, Lynch & White, P.S.

Notice of Trustee's Sale dated May 17, 2004, recorded June 17, 2004 under Auditor's File No. 2004-017148 giving notice of a public sale to be held:

Time: 10:00 a.m.
Date: August 20, 2004
Location: The main entrance to the County Courthouse
City: Kennewick, WA

By provisions of the Deed of Trust Act, (R.C.W. 61.24.090, as amended), certain prescribed persons are entitled to cause a discontinuance of these proceedings by curing the default(s) set forth in the notice prior to the actual sale.

5. Deed of Trust and the terms and conditions thereof:

Grantor: Tamara A. Heintz, a single person
Trustee: Farmers Home Administration, United States Department of Agriculture, acting through the State Director of the Farmers Home Administration for the State of Washington
Beneficiary: United States of America, acting through the Farmers Home Administration, United States Department of Agriculture
Original Amount: \$45,000.00
Dated: August 19, 1982
Recorded: August 20, 1982
Recording No.: 865478

By Subordination Agreement recorded November 15, 1993 under Auditor's File No. 93-35080, the lien of said Deed of Trust has been subordinated to the lien shown as Exception No. 4 above.

6. Pending Action in Benton County Superior Court

Plaintiff: Benton County
Defendant: Tamara A. Stice
Cause No.: 13-2-01598-3
Filed: June 24, 2013
Action to: Foreclose

7. Delinquent General Taxes for the years 2010, 2011, 2012, and 2013, in the respective sums of \$1,480.79, \$1,487.28, \$1,352.21, and \$1,304.72, plus interest and penalties.

Affects: Said Premises

Tax Account No.: 1-0184-304-0000-029

For more information, please call the Benton County Treasurer at #509-735-8505.

8. Assessment levied by Prosser Irrigation District for the year 2013 in the sum of \$24.12, of which \$6.03 has been paid, with a remaining balance of \$18.09.
(For more information, please call #509-786-2332)

Parties to be Notified:

- a. Tamara Stice
1106 Nell Street
Prosser, WA 99350

- b. Beneficial Mortgage
961 Weigl Drive
Elmhurst, IL 61026

- c. Bishop, White, Miersma & Marshall
720 Olive Way, Suite 1301
Seattle, WA 98101

- d. Farmers Home Administration for State of Washington
1620 Road 44
Pasco, WA 99301

- d. Benton County Treasurer
620 Market Street
Prosser, WA 99350

- d. City of Prosser
Prosser Irrigation District
601 7th Street
Prosser, WA 99350

Notes:

NOTE A: Common address purported to be:

1106 Nell Street
Prosser, WA 99350

NOTE B: Abbreviated legal description as follows:

Lot 29, Macauley Addition to Prosser



SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____

ADDRESS _____

CITY AND STATE _____

THIS SPACE RESERVED FOR RECORDER'S USE

FILE 865277

Aug 20 10 15 AM '82

RECORDED BY VOL 426

INDEXED BY J

CHECKED BY _____

STATUTORY WARRANTY DEED

13294 SR/17914

THE GRANTOR S CHARLES F. HEINTZ and PEARL M. HEINTZ, husband and wife

for and in consideration of ten dollars and other good and valuable consideration in hand paid, conveys and warrants to TAMARA A. HEINTZ, a single woman

the following described real estate, situated in the County of BENTON, State of Washington:

Lot 29, EXCEPT North 5 1/2 feet as measured along the North line thereof Macauley Addition to Prosser, as recorded in Volume 10 of Plats, page 36, records of Benton County, Washington.

SUBJECT TO: Easements, reservations, restrictions and rights-of-way of record.

SAFECO TITLE INSURANCE CO.

Dated August 10, 19 82

Charles F. Heintz
(Individual)
Pearl M. Heintz
(Individual)

By _____ (President)

STATE OF WASHINGTON COUNTY OF Benton

On this day personally appeared before me CHARLES F. HEINTZ & PEARL M. HEINTZ, h/w

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of August, 19 82

Notary Public in and for the State of Washington, residing _____



before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____ to me known to be the _____ President and _____ Secretary, respectively, of

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 _____ 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 _____

BENTON COUNTY EXHIBIT TAX 481.50

SCHEDULE B

PART II

① Easement as delineated and/or dedicated on the face of said plat:

① Purpose: Utilities
Affects: ~~Western and Northern~~ 10 feet of said premises
Eastern

② Covenants, conditions, restrictions and/or easements in declaration:

② Recorded: July 18, 1975
Recording No.: 684735
A copy of which is hereto attached.

③ Easement for right(s)-of-way for necessary canals, tunnels or other water conduits and for telephone and transmission lines required in connection with the Sunnyside Valley Irrigation District, as contained in instruments of record in Benton County, Washington.

2

BT-2 556
E-5659

TRUST DEED

Michael L. and Tamara A. Stice,

This Trust Deed made October 6, 1993, with Husband and wife,
as Trustor, whose address is 2811 W. Clearwater, City of Kennewick,
County of Benton, State of Washington; BENEVEST SERVICES, INC., a Washington corporation, as Trustee,
whose address is 3006 Northrup Way,
City of Bellevue, County of King, State of Washington; and
 BENEFICIAL WASHINGTON INC.,
 BENEFICIAL WASHINGTON INC. d/b/a Beneficial Mortgage Co.,
a Delaware corporation qualified to do business in Washington, as Beneficiary, whose address is _____
2811 W. Clearwater
City of Kennewick, County of Benton, State of Washington.

Witnesseth: That Trustor conveys and warrants to Trustee, in trust, with power of sale, the real property situated in the County of Benton, State of Washington, hereafter referred to as the "Property" and described, as follows:

Lot 29, Except North 5 1/2 feet as measured along the North line thereof, Macauley addition to Prosser, as recorded in Volume 10 of Plats, Page 36, records of Benton County, Washington.

FILED BY
Oct 14 1 07 PM '93
BOBBIE GAGNER
BENTON COUNTY, AUDITOR

OFFICIAL RECORDS

BENTON-FRANKLIN TITLE CO.

The above described Property not being used principally for agricultural or farming purposes, together with all buildings, fixtures, and improvements on the Property, and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, subject, however, to the right, power, and authority herein given to and conferred on Beneficiary to collect and apply those rents, issues, and profits;

If this box is checked, this Trust Deed is subject to a prior trust deed dated _____, 19____, executed by _____ as trustor(s) to _____ as trustee for the benefit of _____ as beneficiary, securing payment of a promissory note in the principal amount of \$_____. That prior trust deed was filed on _____, 19____ with the Auditor of _____ County, Washington, under Auditor's File No. _____ and recorded in Book _____, page _____.

Unless this box is checked, this Trust Deed secures a Credit Line Account Agreement ("Agreement") which evidences a loan that is made for personal, family or household purposes.

For the purpose of securing: (1) a certain Credit Line Account Agreement ("Agreement") secured by this Trust Deed by which Beneficiary is obligated to make loans and advances up to \$34,000.00, hereafter referred to as the "Line of Credit;"

(2) performance of all agreements made by Trustor in this instrument; and (3) payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed, as herein provided; and

To protect the security of this Trust Deed, Trustor agrees:

1. To keep the Property in good condition and repair; not to remove or demolish any building erected on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed on the Property; to comply with all laws, covenants, and restrictions affecting the Property; not to commit or permit waste of the Property; not to commit, suffer or permit any act on the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary.

If the loan secured by this Trust Deed is being obtained for the purpose of financing construction of improvements on the Property, Trustor further agrees: (a) to begin construction promptly and pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and (b) to allow Beneficiary to inspect the Property at all times during construction.

2. To provide and maintain insurance on the Property against loss by fire and other such casualties as Beneficiary may require in an amount, for such term, and in a company or companies satisfactory to Beneficiary with loss payable clauses in favor of, and in a form satisfactory to, Beneficiary. In the event of loss or damage, Trustor shall give immediate notice to Beneficiary. Beneficiary may make proof of loss and settle and adjust all claims thereunder, applying the proceeds, at its option, to reduction of amounts due under the Agreement or this Trust Deed or to the restoration or repair of the damaged Property. Payment of such loss may be made directly to Beneficiary. In the event of the refusal or neglect of Trustor to provide insurance or to maintain the same or to renew the same in a manner satisfactory to Beneficiary, then Beneficiary may itself procure and maintain such insurance and charge the premium to Trustor under the provisions of Paragraph 8 of this Trust Deed.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured by this Trust Deed (Indebtedness) is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee. Should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Property, to pay when due all encumbrances, charges, and liens with interest on the Property or any part thereof that at any time appear to be prior or superior to this Trust Deed and pay all costs, fees, and expenses of this Trust.

6. In the event of the death of one of the Trustors, Beneficiary, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable.

OFFICIAL RECORDS

7. Should Trustee fail to make any payment or do any act provided for in this Trust Deed, then Beneficiary or Trustee, without obligation so to do, without notice to or demand on Trustor and without releasing Trustor from any obligation under the Agreement, may (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter on the Property for such purposes; (b) commence, appear in, and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee; and (c) pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of either appears to be prior or superior to this Trust Deed. In exercising any of the above enumerated powers whereby liability is incurred, Trustee or Beneficiary shall expend whatever amounts in the absolute discretion of either Beneficiary or Trustee may deem necessary, including cost of evidence of title; and employ counsel and pay the reasonable fees of counsel. On presentation to Trustee of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this paragraph, Trustee is authorized to accept as true and conclusive all facts and statements therein, and to act on that affidavit as provided in this Trust Deed.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the Finance Charge Rate in effect on the account until the loan is paid in full. Should Trustor fail to pay these amounts Beneficiary may add these amounts to the Unpaid Balance and Charge interest at the rate in effect on the account. The repayment of all such sums shall be secured by this Trust Deed.

9. If Trustor voluntarily sells or conveys the Property, in whole or in part, or any interest in that Property or by some act or means Trustor is divested of title to the Property without obtaining the written consent of Beneficiary, then Beneficiary, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Beneficiary and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Beneficiary, including, if required, an increase in the rate of interest payable under the Agreement.

10. Trustor will pay and keep current the monthly instalments on the prior trust deed and to prevent any default thereunder. Trustor further agrees that should any default be made in any instalment of principal or any interest on the prior trust deed, or should any suit be commenced or other action taken to foreclose the prior trust deed, then the amount secured by this Trust Deed shall become and be due and payable in full at any time thereafter, at the option of Beneficiary and in accordance with the Agreement. Beneficiary, at its option, may pay the scheduled monthly instalments on the prior trust deed and, to the extent of the amount so paid, become subrogated to the rights of the beneficiary identified in the prior trust deed. All payments made by Beneficiary on the loan secured by the prior trust deed shall be added to the Unpaid Balance on the account with interest at the Finance Charge Rate in effect on the account.

11. Should the Property be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, which, after deducting therefrom all of its expenses, including attorneys' fees, may apply the same on the Indebtedness. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

12. At any time and from time to time on written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Agreement for endorsement (in case of full reconveyance, or cancellation and retention), without affecting the liability of any person for the payment of the Indebtedness, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; and (d) reconvey, without warranty, all or any part of the Property. In any reconveyance of the Property, the grantee may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees to Trustor for any of the services mentioned in this paragraph and rendered by Trustee.

13. On any default by Trustor of the Indebtedness, Beneficiary, at any time and without notice, either in person or by agent and without regard to the adequacy of any security for the Indebtedness, may enter on and take possession of the Property. The entering on and taking possession of the Property shall not cure any default, waive any Notice of Default or invalidate any act done pursuant to that Notice.

14. Beneficiary, at its option, may declare all sums secured by this Trust Deed immediately due and payable. In such event Beneficiary, at its election, may proceed to foreclose this Trust Deed in the manner provided by law for mortgage foreclosures, or direct the Trustee to foreclose this Trust Deed by advertisement and sale. Trustee shall proceed in accordance with law to sell the Property at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. Any person except Trustee may bid at the sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including reasonable fees of Trustee and Trustee's attorney; and (2) to the Indebtedness secured. Any surplus shall be distributed to the persons entitled thereto.

15. For any reason permitted by law, Beneficiary, at any time, may appoint or cause to be appointed a successor trustee who shall succeed to all the title, powers, duties and authority of either the Trustee named in this Trust Deed or any current successor trustee.

16. This Trust Deed shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. All obligations of Trustor hereunder are joint and several. In this Trust Deed, whenever the text so requires, the masculine gender includes the feminine and the singular number includes the plural.

17. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party under this Trust Deed of pending sale under any other trust deed or of any action in which Trustor, Beneficiary or Trustee shall be a party, unless that action is brought by Trustee.

18. This Trust Deed shall be construed according to the laws of the State of Washington.

19. Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at the address of the Trustee set forth on the face of this Trust Deed.

20. Trustor covenants and agrees to and with Beneficiary and those claiming under it, that Trustor is lawfully seized in fee simple of the Property and has a valid unencumbered title and will warrant and forever defend the same against all persons whomsoever.

In Witness Whereof, Trustor has signed and sealed this Trust Deed on the day and year first above written.

Witness _____

Michael L. Stice
Trustor

Witness _____

Tamara A. Stice
Trustor

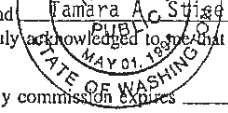
ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF Benton) ss.:

On the 28th day of October, 1993, personally appeared before me, Michael L. Stice and Tamara A. Stice, spouses, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires May 1, 1996

Delorian G. Sage
Notary Public





Filed for Record at Request of

Name: Bishop, White, Miersma & Marshall, P. S. fka Blshop, Lynch & White, P.S.
Address: 720 Olive Way, #1301
City and State: Seattle, WA 98101-1801

Stlce, 240-x4115.01

CHICAGO TITLE INSURANCE CO.
303120-613

Document Title(s): Appointment of Successor Trustee

Reference Number(s) of Documents assigned or released: 93 31337

Grantor: BENEFICIAL WASHINGTON INC. d/b/a Beneficial Mortgage Co., Beneficiary

Grantee: Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S.

Abbreviated Legal Description as follows: LOT 29, MACAULEY ADDITION

Assessor's Property Tax Parcel/Account Number(s): 10184304000002

APPOINTMENT OF SUCCESSOR TRUSTEE

KNOW ALL MEN BY THESES PRESENTS:

Michael L. Stice and Tamara A. Stice, Husband and wife grantor(s) and BENEVEST SERVICES, INC., a Washington corporation is the trustee, and BENEFICIAL WASHINGTON INC. d/b/a Beneficial Mortgage Co. is the beneficiary under that certain deed of trust dated October 6, 1993, and recorded on October 14, 1993, under Auditor's File No. 93 31337, records of Benton County, Washington,

The trustee has ceased to act as trustee by reason of resignation, the undersigned, who is the present beneficiary under said trust deed, desires to appoint a new trustee in the place and stead of the trustee named above;

NOW, THEREFORE, in view of the premises, the undersigned hereby appoints Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S.. whose address is 720 Olive Way, Suite 1301, Seattle, WA 98101-1801, as successor trustee under said deed of trust, he to have all the powers of said original trustee, effective forthwith.

IN WITNESS WHEREOF, the undersigned beneficiary has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and affixed hereunto by its duly authorized officers.

DATED: 4/22, 2004

Beneficial Washington Inc. d/b/a
Beneficial Mortgage Co.

By: *Thomas A. Lenz*
(Beneficiary)

STATE OF Illinois)
) ss.:
COUNTY OF Dupage)

I certify that I know or have satisfactory evidence that Thomas A. Lenz is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it as the Foreclosure Manager of Beneficial Mortgage Co. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 22, 2004

Abigail Stansil
(Signature)
Printed Name: Abigail Stansil
My Appt. Expires: 03/08/05



AFTER RECORDING RETURN TO:

Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
Ref: Stice, 240-x4115.01

CHICAGO TITLE INSURANCE CO
303120-6B

Reference Number(s) of Documents assigned or released: 93 31337

Grantor: Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S.

Grantee: The Public/Michael L. Stice and Tamara A. Stice, Husband and wife

Assessor's Property Tax Parcel/Account Number(s): 101843040000029

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF TRUSTEE'S SALE

I

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on August 20, 2004 at 10:00 a.m. at the front entrance of the building located at 3315 West Clearwater Avenue, Suite 100, in the City of Kennewick, State of Washington, sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale, the following described real property, situated in the County of Benton, State of Washington, to-wit;

Lot 29, Except North 5 1/2 feet as measured along the North line thereof, Macauley addition to Prosser, as recorded in Volume 10 of Plats, Page 36, records of Benton County, Washington.

(commonly known as 1106 Nell St., Prosser, WA 99350)

which is subject to that certain Deed of Trust dated October 6, 1993, recorded October 14, 1993, under Auditor's File No. 93 31337, records of Benton County, Washington, from Michael L. Stice and Tamara A. Stice, Husband and wife, as Grantor, to BENEVEST SERVICES, INC., a Washington corporation, as Trustee, to secure an obligation in favor of BENEFICIAL WASHINGTON INC. d/b/a Beneficial Mortgage Co. as beneficiary. The sale will be made without any warranty concerning the title to, or the condition of the property.

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 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:

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

Monthly Payments:

Delinquent monthly payments from February 11, 2004 through May 11, 2004

4	Payment(s) at	\$374.08	\$1,496.32
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TOTAL	\$1,496.32
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- ii) Default Description of Action Required to Cure and Documentation Necessary to Show Cure
- Delinquent general taxes, if any, Off record or other assessments, if any; Liens, if any Proof of Payoff

Evidence/Proof must be provided that the delinquency has been brought current.

IV

The sum owing on the obligation secured by the Deed of Trust is: Principal \$33,233.26, together with interest from January 11, 2004, as provided in the note or other instrument, 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 August 20, 2004. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, or other defaults must be cured by August 9, 2004 (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 August 9, 2004 (11 days before the sale date) the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, or other defaults, is/are cured and the Trustee's fees and costs are paid.



Notice of Trustee's Sale (Continued)

CHICAGO TITLE

NTS

23.00

Benton County

Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after August 9, 2004 (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 address(es):

See Exhibit " A " attached hereto and incorporated herein by this reference.

by both first class and certified mail on April 16, 2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served on April 16, 2004, 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 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 objections to this 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



2004-017148
Pg: 4 of 5
05/17/2004 09:36P
Benton County

Notice of Trustee's Sale (Continued)

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: May 17, 2004

Bishop, White, Miersma & Marshall, P. S. fka
Bishop, Lynch & White, P.S., Successor
Trustee

By: *[Signature]*
David Powell

Address: Bishop, White, Miersma &
Marshall, P. S. fka Bishop, Lynch & White,
P.S.
720 Olive Way, #1301
Seattle, WA 98101-1801
Telephone: (206) 622-7527

State of Washington)
) ss.
County of King)

On this 17th day of May, 2004, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the above named person, to me known to be an Officer of Bishop, White, Miersma & Marshall, P. S. fka Bishop, Lynch & White, P.S., 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 states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]
Printed Name: Esther Lee

NOTARY PUBLIC in and for the State
of Washington My Appt. Exp:
8-1-07



EXHIBIT A

Michael L. Stice
1106 Nell St.
Prosser, WA 99350

Tamara A. aka Tami A. Stice
1106 Nell St.
Prosser, WA 99350

Jane Doe Stice
Spouse of Michael L. Stice
1106 Nell St.
Prosser, WA 99350

John Doe Stice
Spouse of Tamara A. aka Tami A. Stice
1106 Nell St.
Prosser, WA 99350

Tamara A. Heinz
1106 Nell Street
Prosser, WA 99350

Michael L. Stice
2811 W. Clearwater Ave
Kennewick, WA 99336

Tamara A. aka Tami A. Stice
2811 W. Clearwater Ave
Kennewick, WA 99336

Jane Doe Stice
Spouse of Michael L. Stice
2811 W. Clearwater Ave
Kennewick, WA 99336

John Doe Stice
Spouse of Tamara A. Stice
2811 W. Clearwater Ave
Kennewick, WA 99336

Occupants of the Premises
1106 Nell St.
Prosser, WA 99350

USDA-FmHA
Form FmHA 427-7 WA
(Rev. 4-27-81)

Position 5

FILED 855478

REAL ESTATE DEED OF TRUST FOR WASHINGTON
(Rural Housing)

13294 SR/17914-1

Aug 20 10 16 AM '82

RECORDED IN VOL. 42

THIS DEED OF TRUST is made and entered into by and between the undersigned

TAMARA A. HEINEZ, a single person

INDEXED BY

CHECKED BY

residing in Benton County, Washington, as grantor(s), herein called "Borrower," and the Farmers Home Administration, United States Department of Agriculture, acting through the State Director of the Farmers Home Administration for the State of Washington, whose post office address is Room 319 Federal Office Building, 301 Yakima Street, Wenatchee, Washington 98801, as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

SAVED BY THE INVESTMENT CO.

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 19, 1982	\$45,000.00	13.25%	August 19, 2015

The note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration:

It is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity deed of trust to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secure the recapture of any interest credit or subsidy which may be granted the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) Borrower conveys and warrants to Trustee the following described property situated in the State of Washington, County(jes) of Benton which said described real property is not used principally for agricultural or farming purposes:

Lot 29, EXCEPT the North Five and One-half feet thereof in Macauley's Addition, according to the Plat thereof recorded in Volume 10 of Plats, page 36, records of Benton County, Washington.

SUBJECT TO: Easement for right(s)-of-way for necessary canals, tunnels or other water conduits and for telephone and transmission lines required in connection with the Sunnyside Valley Irrigation District; Easement as delineated on the plat on the Easterly 10 feet of subject property for utilities.

(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(21) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount there or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and courtesy.

(22) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(23) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provision hereof.

(24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, Wenatchee, Washington 98801, and in the case of Borrower to Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(25) Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower at Borrower's above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision of application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) of Borrower this 19 day of August, 19 82.

Tamara A. Heintz
TAMARA A. HEINTZ

STATE OF WASHINGTON }
COUNTY OF BENTON }

ACKNOWLEDGMENT

On this day personally appeared before me the within-named Tamara A. Heintz

_____ 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 19 day of August, 19 82.

(NOTARIAL SEAL)

Shannon Renteria
Notary Public in and for the State of Washington.

Residing at Kennedick

BT-2556
E5659

93 35080

USDA-FmHA
Form FmHA 460-2
(Rev. 9/88)

Position 1 - Chattel Security
Position 5 - Real Estate Security

FILED BY
Nov 15 8 55 AM '93

SUBORDINATION BY THE GOVERNMENT
FRANK GAGNER
BENTON COUNTY, AUDITOR

The United States of America acting through the Administrator of the Farmers Home Administration (called the "Government") is the owner and holder of the following-described instrument(s) executed by TAMARA A. HEINTZ (STICE) and _____ of BENTON

Title of Instrument	Date of Instrument	Date Filed	Office Filed	Document File or Book No.	Page No.
DEED OF TRUST	8-19-82	8-20-82	BENTON COUNTY AUDITOR	426	520

AND, BENEFICIAL MORTGAGE CO. (called the "Lender") has agreed to loan \$ _____ to MICHAEL L. STICE and TAMARA A. STICE

(called the "Borrower") for the following purposes:
Refinance of FmHA Rural Housing Debt, in the amount of \$31,486.57, plus \$2,392.00 in closing costs for a total of \$33,878.57. FmHA will retain a lien to secure the remaining \$24,010.85 in subsidy recapture.

THEREFORE, in consideration the Lender's agreement to make such loan to Borrower, the Government (1) consents to the Borrower obtaining the loan from the Lender for such purposes, and (2) agree to and does subordinate in favor of the Lender and its successors and assigns its liens or security interests created or evidenced by the above-described instrument(s) insofar as they cover the following-described property and provided the Lender perfects a lien on that property:

Single - family residence located at 1106 Nell Street in Prosser, WA . Legally described as lot 29, except the North five and one-one half feet thereof in Macauley's Addition, according to the Plat thereof Recorded in Volume 10 of Plats, Page 36, Records of Benton County, WA.

This subordination is limited to the amount actually loaned by the Lender to the Borrower (principal and accrued interest) for the foregoing purposes and also the amount actually advanced for foreclosure costs and other advances made or to be made by the Lender, for a total limitation not to exceed \$ 33,878.57 . * Any amount which is in excess of this figure will not be covered by this subordination unless prior written consent was obtained from the Government for incurring the expenditure in question. The Lender must incorporate into the borrower's note a statement that the loan will be in default should any proceeds of the loan funds obtained as a result of this subordination be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained in Exhibit M of Subpart G of Part 1940 of Title 7 of the Code of Federal Regulations.

IN WITNESS WHEREOF, The United States of America has caused this subordination to be signed on the _____ day of _____, 19____, pursuant to the delegated authority published in 7 CFR Part 1900, Subpart A.

WITNESS: _____

UNITED STATES OF AMERICA,
BY Joseph B. Kuhns
JOSEPH B. KUHNS
TITLE: County Supervisor
Farmers Home Administration,
U.S. Department of Agriculture.

*(NOTE TO LENDER: You are advised to obtain a perfected security interest on the above property. When the indebtedness has been satisfied please mark this form "PAID IN FULL" and return it to the Farmers Home Administration at the following address: 1620 Road 44, Pasco, WA 99301)

BENTON-FRANKLIN TITLE CO.

OFFICIAL RECORDS

STATE OF Washington
COUNTY OF Franklin } ss:

ACKNOWLEDGMENT

On this 8 day of November, 1993, before me, the subscriber, a
County Supervisor, in and for the above county and State, appeared
Joseph B Kuhns, known to me to be Joseph B Kuhns,
Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument,
and he/she acknowledged to me that he/she executed the same as the free act and deed of the United States of America, for the
uses and purposes mentioned in it.

IN WITNESS WHEREOF, I have set my hand and seal at Pasco Washington
11th November 1993 the day and year listed above.



Donna Westphalen
Notary
(Signature) (Title)

83 32 80



Filed for Record at the Request of:

Bishop, White, Miersma & Marshall, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101-1801
Attn: Foreclosure Department
240-x4115
Stice, Michael L.

Tax Parcel No.: 10184304000002
Abbr. Legal Description: Lt. 29, Macauley Add.
Grantee: United States of America, acting
through the Farmers Home
Administration, United States
Department of Agriculture
Grantor: Tamara A. Heintz
Ref. No. of Document: 865478

REQUEST FOR NOTICE

In accordance with RCW 61.24.040, request is hereby made that a copy of any "Notice of Trustee's Sale" under that Deed of Trust recorded as Auditor's File No. 865478 on August 20, 1982, records of Benton County, Washington, and describing land therein as:

Lot 29, Except North 5 1/2 feet as measured along the North line thereof, Macauley addition to Prosser, as recorded in Volume 10 of Plats, Page 36, records of Benton County, Washington.

Executed by Tamara A. Heintz, as Grantor, in which Farmers Home Administration, United States Department of Agriculture, acting through the State Director of the Farmers Home Administration for the State of Washington is named as Trustee, and United States of America, acting through the Farmers Home Administration, United States Department of Agriculture is named as Beneficiary, be mailed to:

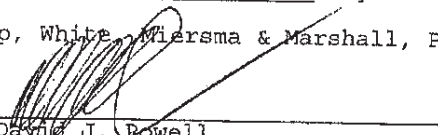
Beneficial Washington Inc.
961 Weigel Drive
Elmhurst, IL 60126
Attn: Foreclosure Dept. Manager

and to:

Bishop, White, Miersma & Marshall, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
Attn: Foreclosure Dept. Manager

Dated this 7th day of May, 2004.

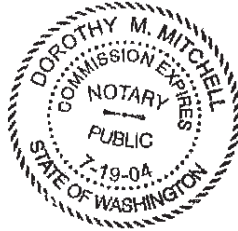
Bishop, White, Miersma & Marshall, P.S.

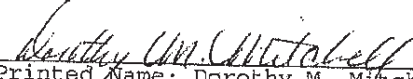
By: 
David J. Powell

State of Washington)
) ss.
County of King)

On this day personally appeared before me David J. Powell, to me known to be the person who executed the within document and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Dated this 7th day of May, 2004.




Printed Name: Dorothy M. Mitchell
Notary Public in the for the State
of Washington
Residing at: Snohomish County
My Commission Expires: 7/19/04

684735

City of Prosser
Feb 13 1 30 PM '75

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MACAULEY ADDITION TO
CITY OF PROSSER, WASHINGTON

THIS DECLARATION, made on the date hereinafter set forth by CLAIRE MACAULEY, a widow and MARTIN N. MCCULLOUGH and MCCULLOUGH, husband and wife,

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described as:

Lots 1 through 39, Block 1 of the Macauley Addition to the City of Prosser, County of Benton, State of Washington.

WHEREAS, said Declarants are subdividing and platting said land as Macauley Addition to the City of Prosser, Benton County, Washington, the plat of which is recorded in the office of the County Auditor of Benton County under Auditor's File No. _____ and _____

WHEREAS, Declarants will convey said property, subject to the protective covenants, conditions, restrictions, and reservations as hereinafter set forth.

NOW, THEREFORE, Declarants hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the property, in any part thereof, and shall inure to the benefit of each owner thereof. Said easements,

covenants, restrictions and conditions shall continue until January 1, 1990, at which time the same shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots in Macauley Addition, it is agreed to change such easements, covenants, restrictions and conditions in whole or in part.

Invalidation of any of these easements, covenants, restrictions and conditions by judgment, court order, legislative enactment or otherwise, shall in no wise affect any of the other provisions which shall remain in full force and effect.

Said easements, covenants, restrictions and conditions are as follows:

1. Water and Sewer: No septic tanks, dry wells and drain fields shall be constructed. No wells for domestic water supply shall be drilled or dug, on the described property.

2. Land Use: No lot shall be used except for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than: for residential family dwellings not exceeding two stories in height; a private garage for not more than three cars; a private swimming pool. All structures shall be in architectural conformity with the residence.

3. A Dwelling Cost, Quality and Size: No dwelling shall be erected, altered, or permitted to remain on any lot unless such dwelling has a total ground floor area of more than 1,200 square feet, exclusive of garage or open porches, except that a house with a full basement may have a minimum of 1,000 square feet of ground floor area, exclusive of garage, open porches or basement. No dwelling shall be constructed on any lot at a cost less than \$20,000.00. "Cost" shall be either the actual cost of labor, materials and services expended to build a dwelling or the fair market value of a dwelling immediately following its construction.

3B. In event of duplex or multiple residence, each dwelling must have a ground floor area of more than 900 square feet, exclusive of garages, carports, patios or open porches.

3C. Any dwelling or structure erected or placed on any lot shall be of new construction and shall be completed as to external appearance, including finished painting, within one year from the date of commencement of construction.

4. Temporary Structures and Trailers: No trailer, basement, tent, shack, garage, barn or other out-building may be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature, including a trailer, be permitted to remain in this subdivision.

5. Nuisances: No noxious trade or activity shall be carried on upon any lot nor shall anything be done on any lot which may become an annoyance or nuisance to the neighborhood.

6. Animals: No animals, livestock or poultry of any kind may be raised, bred or kept on any lot except that dogs, cats or other household pets, may be kept; provided that they are not kept, bred or maintained for any commercial purpose.

7. Uniform Building Code: All structures constructed or erected shall conform with the requirements of the then current edition of the Uniform Building Code.

8. Fences: Fences shall not be over 36 inches in height in front yards nor over 60 inches in height in back yards except that back yard fences of not more than 72 inches in height will be permitted only: (1) If the fence top is less than the elevation of the nearest street shown on the plat, or

(2) if the fence surrounds a patio or swimming pool and is attached to the dwelling house.

9. Tree Heights shall be restricted to no more than 40 feet. Said trees shall be well groomed, and in event any trees or shrubs grow to a height to restrict a neighbors view, they must be trimmed or removed.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have set their hands and seals this 9th day of July 1975

JAMES DITTMER
Notary Public in and for the State of Washington

Claire Macaulay

HER ATTORNEY-IN-FACT
By: [Signature]
MARTIN MCCULLOUGH

NELL MCCULLOUGH

STATE OF WASHINGTON)
COUNTY OF BENTON) ss

On this 17th day of July, 1975 before me personally appeared Martin McCullough who executed the within instrument as Attorney-in-Fact for Claire Macaulay and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as Attorney-in-Fact for Claire Macaulay for the uses and purposes therein mentioned, and on oath stated that the power of Attorney authorizing the execution of this instrument has not been revoked and that the said Claire Macaulay is now living, and is not insane.

GIVEN under my hand and official seal this 17th day of July, 1975

Nell McCullough
Notary Public in and for the State of Washington, residing at [Address]

STATE OF WASHINGTON)
COUNTY OF BENTON) ss

On this day personally appeared before me Martin McCullough and Nell McCullough, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument and who acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of July, 1975



[Signature]
Notary Public in and for the State of Washington, residing at [Address]