



PUBLIC
LEGAL
NOTICES

Cheney Free Press LEGAL NOTICE ADVERTISING



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TO PLACE A LEGAL AD - CONTACT OUR LEGAL DEPARTMENT - MAXINE PICKEL
(509) 235-6184 E-MAIL legals@cheneyfreepress.com FAX (509) 235-2887 INSERTION DEADLINE: MONDAY 5 P.M.

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PUBLIC NOTICE

The Cheney Hearing Examiner will hold a public hearing on Wednesday, February 20th, 2013 at 1:30 p.m. in the City Council Chambers, 609 Second Street, Cheney, Washington, to consider a Conditional Use Application, L13-013 CU. The public is encouraged to attend. The applicant, Chris Segroves representing the Cheney Faith Center, proposes the construction of a 3,378 square foot sanctuary, and a 900 foot addition to the classroom building. The site is located on the southwest corner of N. 2nd St. & Oakland Street (Parcel #13124.0101). The public comment period is open through the date of the hearing. Direct comments to Brett Lucas, Community Development Department, City of Cheney, 112 Anderson Road, Cheney, WA. Phone: 509-498-9221. E-mail: blucas@cityofcheney.org. January 31 and February 7, 2013

Notice of Trustee's Sale TS# 057-012922 Order # 30317903 I. Abbreviated Legal Description: L29/BL2 SUNSET CROSSING 2DN ADD 12705-11 NOTICE IS HEREBY GIVEN that UTLS DEFAULT SERVICES-WA, INC., A WASHINGTON CORPORATION, the undersigned Trustee will on 3/8/2013, at 10:00 AM at the South entrance of the Spokane County Courthouse, 1116 W. Broadway Ave., Spokane, WA 99201 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 Spokane, to-wit: LOT 29 IN BLOCK 2 OF SUNSET CROSSING 2ND ADDITION, AS PER PLAT THEREOF RECORDED IN VOLUME 34 OF PLATS, PAGES 12-13; SITUATE IN THE CITY OF AIRWAY HEIGHTS, COUNTY OF SPOKANE, STATE OF WASHINGTON. Commonly known as: 12403 W 2ND AVE, AIRWAY HEIGHTS, WA 99001 APN: 15231.1429 which is subject to that certain Deed of Trust

dated 12/15/2008, recorded 12/22/2008, under Auditor's File No. 5744463, records of Spokane County, Washington, from BRYAN D MYERS and JULIANN P MYERS, HUSBAND and WIFE, as Grantor(s), to INLAND PROFESSIONAL TITLE, as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, the beneficial interest in which was assigned by mesne assignments to MetLife Home Loans, a division of MetLife Bank, N.A.. 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 when due the following amounts which are now in arrears: Total payments from 9/1/2010 through 11/6/2012 \$32,463.18 Total late charges 9/1/2010-11/6/2012 27 \$1,298.43 Total advances \$0.00 TOTAL DUE THE BENEFICIARY \$33,761.61 IV. The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$164,099.70, together with interest as provided in the Note from 8/1/2010, and such other costs and fees 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 3/8/2013. The default(s) referred to in paragraph III must be cured by 2/25/2013 (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 2/25/2013, (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 2/25/2013 (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: BRYAN D MYERS and JULIANN P MYERS, HUSBAND and WIFE 12403 W 2ND AVE AIRWAY HEIGHTS, WA 99001 by both first class and certified mail on 10/5/2012 proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, 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 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 (If applicable under RCS 61.24.040(9)) 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. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Dated: 11/6/2012 UTLS DEFAULT SERVICES-WA, INC., A WASHINGTON CORPORATION, Successor Trustee By: Norma Delgado Its: Assistant Vice President For further information please contact: UTLS Default Services-WA, Inc., a Washington corporation 290 Madison Ave. N., Suite 202 Bainbridge Island, WA 98110 Phone: (206) 780-6088 Fax: (206) 438-9976 Reinstatement Line: 877-282-1367 A-4327058 02/07/2013, 02/28/2013

**PROBATE
NOTICE TO CREDITORS
IN THE SUPERIOR COURT
FOR THE STATE OF
WASHINGTON IN AND FOR
THE COUNTY OF SPOKANE
RCW 11.40.030
No. 13-4-00101-4**

In the Matter of the Estate of EVERETT CHESTER BUCK, Deceased. The Personal Representative named below has been appointed as Personal Representative of this estate. Any person having a claim against the decedent must, before the time the claim would be barred by any otherwise applicable statute of limitations, present the claim in the manner as provided in RCW 11.40.070 by serving on or mailing to the Personal Representative or the Personal Representative's attorney at the address stated below a copy of the claim and filing the original of the claim with the court in which the probate proceedings were commenced. The claim must be presented within the later of: (1) Thirty days after the Personal Representative served or mailed the notice to the creditor as provided under RCW 11.40.020(1)(c); or (2) four months after the date of first publication of the notice. If

the claim is not presented within this time frame, the claim is forever barred, except as otherwise provided in RCW 11.40.051 and 11.40.060. This bar is effective as to claims against both the decedent's probate and nonprobate assets. Date of first publication: January 31, 2013 /s/ Linda J. Serowski LINDA J. SEROWSKI Personal Representative Attorney for Personal Representative: /s/ Karen L. Sayre Karen L. Sayre, WSBA #15548 SAYRE & SAYRE, P.S. Address for Mailing or Service: West 201 North River Drive, Suite 460 Spokane, Washington 99201-2262 (509) 325-7330 January 31, February 7 and 14, 2013

**SUMMONS BY PUBLICATION
SUPERIOR COURT,
SPOKANE COUNTY,
WASHINGTON
NO. 12-2-03912-1**

LORI PETERSEN, as the Guardian of the Person and Estate of Murphy N. McCoy, an incapacitated person, Plaintiff, vs. IVAN KRIGER AND NATALYA KRIGER, and the marital community comprised thereof; REBECCA H. ALBERTSON AND JOHN DOE ALBERTSON, and the marital community comprised thereof; AND ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN, OR INTEREST THROUGH THE ABOVE-NAMED DEFENDANTS IN THE REAL ESTATE DESCRIBED IN THE COMPLAINT HEREIN, Defendants. The State of Washington to the unknown persons and parties claiming any right, title, estate, lien, or interest through IVAN KRIGER AND NATALYA KRIGER, and the marital community comprised thereof; and REBECCA H. ALBERTSON and JOHN DOE ALBERTSON, and the marital community comprised thereof, in the real estate which is the subject of this quiet title

action: You are hereby summoned to appear within sixty (60) days after the date of the first publication of this summons, to wit, within sixty (60) days after the 10th day of January, 2013, and defend the above entitled action in the above entitled court, and answer the complaint of the plaintiff, and serve a copy of your answer upon the undersigned attorneys for plaintiff, at their office below stated; and in case of your failure so to do, judgment will be rendered against you according to the demand of the complaint, which has been filed with the clerk of said court. The plaintiff's claim is stated in the written complaint. The complaint seeks to quiet title to certain real property located 925 and 1003 N. Hogan, City of Spokane, State of Washington, and legally described as:

PARCEL 1 (925 N. Hogan- APN 35162.3403)
LOT 3 IN BLOCK 6 OF SUBDIVISION OF SCHOOL SECTION 16, TOWNSHIP 25, NORTH, RANGE 43, E.W.M. ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 100; SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.
PARCEL 2 (1003 N. Hogan- APN 35162.3512)
LOT 12, BLOCK 7, AMENDED MAP OF SUBDIVISION OF SCHOOL SECTION 16, TOWNSHIP 25 NORTH, RANGE 43 E.W.M., ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 100, SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.
DATED THIS 4th day of January, 2013.

GORE & GREWE., PS BY: /s/ Jeanne J. Dawes JEANNE J. DAWES, WSBA # 44888 Attorneys for Plaintiffs 103 E. Indiana Ave., Suite A County of Spokane Spokane, WA 99207 January 10, 17, 24, 31, February 7 and 14, 2013

