





**NOTICE OF HEARING ON PETITION FOR ORDER DETERMINING UNASCERTAINABLE CREDITORS AND TERMINATING RIGHTS RCW 11.40.040, 11.96A.100 SUPERIOR COURT OF WASHINGTON COUNTY OF SPOKANE**  
No. 20-4-01559-32  
In re the Estate of:  
**DAVID HUGH MONTGOMERY JR,**  
Deceased.  
NOTICE is hereby given that Jenna Montgomery, as personal

representative of the above estate, has filed in the office of the clerk of the above court the Petition for Order Determining Unascertainable Creditors and Terminating Rights. The Petition will be heard in the courtroom of the Ex Parte Department of the above court, at which time and place any person interested in the estate may appear and file objections to and contest the Petition. Notice will be mailed out: Date: May 18th, 2023 Time:2:00 p.m  
Place: Spokane County Superi-

or Court 1116 W. Broadway Ave. Spokane, Washington 99201  
Room/Department: Courtroom 202 Ex Parte.  
Dated this 2nd day of May 2023.  
Submitted by SKYVIEW LAW, Jarrod W. Hays, WSBA No. 40816 Attorney for the Personal Representative jarrodhays@skyviewlaw.com  
8202 W. Quinault Ave. Suite A120 Kennewick, WA 99336  
509-638-0550  
Published May 11, 2023

**ABANDONED VEHICLE AUCTION ROGERS TOWING AND RECOVERY LLC**  
Auction: Mon, 5/15/23, 9:00 AM  
14403 W. Lance Hill Rd Cheney, WA 99004  
87 Dodge  
03 Pontiac  
rogerstowingcheney@gmail.com (509)235-8421  
Published April 27, 2023

Newport Beach, CA 92660  
Attn: Paul E. Mosley, Esq.  
Lasher Holzapfel Sperry & Ebberson  
601 Union Street, Suite 2600  
Seattle, WA 98101  
Attn: Danial D. Pharris, Esq.  
by both first-class and certified mail on November 28, 2022, proof of which is in the possession of the Successor Trustee; and the Borrower and Grantor were personally served on November 29, 2022, with said written notice of default, and the Trustee has possession of proof of such service.  
VII.  
The Successor 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.  
Special Notice to Guarantors  
Pursuant to RCW 61.24.042, each Guarantor is hereby notified that (1) each 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) each Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Borrower and Grantor in order to avoid the trustee's sale; (3) each 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; and (5) in any action for a deficiency, each 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.

THIS NOTICE IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
DATED: February 9, 2023.  
LPSL Corporate Services, Inc.,  
Successor Trustee  
By/s/Gregory R. Fox its Vice President  
Address:

LPSL Corporate Services, Inc.  
1420 5th Avenue, Suite 4200  
Seattle, WA 98101  
Phone: (206) 223-7129  
Exhibit "A"  
**LEGAL DESCRIPTION**  
The land referred to in this Notice of Trustee's Sale of Commercial Loan(s) is situated in the State of Washington, County of Whitman, and legally described as follows:

Parcel A: That portion of the south half of the northwest quarter of Section 33, Township 15 North, Range 45 East, W.M., and of Lot 2, Block 2, North Campus Heights Addition, according to the plat thereof, recorded under Recording No. 388868, in Whitman County, Washington, more particularly described as follows: Beginning at the most westerly corner of said Lot 2 on the northerly margin of Terre View Drive, said point being the beginning of a curve concave to the southwest, the radius of which bears south 29°30'00" west, a distance of 421.97 feet; thence northwesterly along said curve and northerly margin through a central angle of 31°58'21", an arc distance of 235.47 feet; thence continue along said northerly margin north 87°31'38" west a distance of 195.78 feet to its intersection with the east line of the west 414.65 feet of said south half of said northwest quarter; thence north 03° 04'04" west along said east line 633.90 feet to the north line of said south half of said northwest quarter; thence north 87°21'05" east along said north line 493.6 feet; thence south 02°38'55" east 463.59 feet; thence south 87°00'00" east 86.07 feet; thence south 31°41'21" west 275.06 feet to the Point of Beginning; EXCEPT that portion thereof, if any, lying within Terre View Drive as conveyed to the City of Pullman by deed recorded under Recording No. 415565 (Book 352, Page 714).  
ALSO, Tract D of Pullman Joint Venture Property Lines Adjustments/ Short Plat, recorded under Recording No. 495966, being a portion of Lot 2, Block 2, North Campus Heights Addition, according to the plat thereof, recorded under Recording No. 388868, in Whitman County, Washington;

Parcel B: A parcel of land (first described on a Warranty Deed filed under Recording No. 397639, records of said County) situate within the northwest quarter of Section 33, Township 15 North, Range 45 East, W.M., City of Pullman, Whitman County, State of Washington, and is further described as follows: Commencing at the northwest corner of said Section 33; thence south 02°34'55" east 2,640.14 feet, to the west quarter section corner of said Section 33; thence north 87°58'26" east 467.27 feet (467.30 feet recorded on the plat of North Campus Heights Addition as recorded under Recording No. 388868, records of said County), along the eastwest subdivision line of said Section to a point on the westerly right-of-way boundary of Merman Drive, and the Point of Beginning; thence south 87°58'26" west 55.39 feet (as recorded on said document 397639), returning along said eastwest subdivision line; thence north 02°01'34" west 607.28 feet (606.23 feet recorded on said document 397639), to a point on the southerly right-of-way boundary of Terre View Drive; thence along said southerly right-of-way boundary of Terre View Drive the following four courses:  
1) north 88°00'48" east 191.83 feet (192.338 feet recorded on said document 397639) to a point of curvature;  
2) 317.41 feet along a curve, concave to the southwest (central angle = 53°10'52", radius = 341.97 feet [as recorded on said document 397639]) with its long chord bearing south 65°23'46" east 306.14 feet, to a point of tangency;  
3) south 38°48'20" east 193.39 feet (193.17 feet recorded on said document 388868) to a point of curvature;  
4) 34.71 feet along a curve concave westerly (central angle= 99°25'40", radius = 20.00 feet [as recorded on said document 388868]) with its long chord bearing south 10°54'30" west 30.51 feet, to a point of compound curve and returning to said westerly right-of-way boundary of Merman Drive; thence along said westerly right-of-way boundary of Merman Drive the following four courses:  
1) 101.78 feet along a curve concave to the northwest (central angle = 13°49'36", radius = 421.78 feet [410.74 feet recorded on said document 388868]) with its long chord bearing south 67°32'08" west 101.54 feet, to a point of tangency;  
2) south 74°26'57" west 147.56 feet (152.31 feet recorded on said document 388868), to a point of curvature;  
3) 281.80 feet along a curve concave to the southeast (central angle = 39°11'30", radius = 411.97 feet [as recorded on said document 388868]) with its long chord bearing south 54°51'12" west 276.34 feet to a point of tangency;  
4) south 35°15'27" west 80.86 feet (as recorded on said document 388868), to the Point of Beginning.  
Situate in the County of Whitman, State of Washington.  
(end of Exhibit A)

Exhibit "B"  
Additional Collateral  
The following described estate, property and rights of Grantor:

**LEGAL DEADLINE: Monday @ 5:00 P.M.**

A. All of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter belonging or in any way appertaining to the Real Property, and all of the estate, right, title, interest, claim and demand whatsoever of Grantor thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;  
B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Property (the "Improvements");  
C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Grantor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Grantor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Property or the Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements thereof (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);

D. All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on or appurtenant to the Real Property and/or the Improvements or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property and/or the Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor;

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Property and/or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

F. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Property;

G. All leases (including, without limitation, oil, gas and mineral leases), licenses, rental agreements, concessions and occupancy agreements of all or any part the Real Property and/or the Improvements now or hereafter entered into (each a "Lease" and collectively, "Leases") and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, the "Rents and Profits") of the Real Property and/or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts or any of the General Intangibles (as such terms are defined in the Deed of Trust) and all cash or securities deposited to secure performance by the tenants, lessees, licensees or occupants (each, a "Tenant" and collectively, "Tenants") as applicable, of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

H. All contracts and agreements now or hereafter entered into covering any part of the Real Property and/or the Improvements (except Leases), together with any management agents, leasing agents, sales agents, service and maintenance agents, contractors and other third parties (collectively, the "Contracting Parties", or singularly, a "Contracting Party") whether now existing or hereafter arising, relating to the management, operation, leasing, sale, maintenance and repair of the Real Property and Improvements, including, without limitation, management agreements, franchise agreements, equipment leases and personal property leases (collectively, the "Contracts" or singularly, a "Contract") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Property and/or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Property and/or the Improvements;

I. Any and all warranties and guaranties relating to the Property or any fixtures, equipment or personal property owned by Grantor and located on and/or used in connection with the Property, whether now existing or hereafter arising; and any and all permits, licenses, certificates of use and occupancy (or their equivalent) and applications and approvals issued by any governmental authority or agency relating to the construction, ownership, operation and/or use of the Property, to the extent assignable, whether now existing or hereafter arising (collectively, the "Warranties").

J. All present and future deposits given to any public or private utility with respect to utility services furnished to any part of the Real Property and/or the Improvements;

K. All present and future documents, causes of action, claims, general intangibles (including without limitation, patents, copyrights, trademarks, trade names, service marks and symbols now or hereafter used in connection with any part of the Real Property and/or the Improvements, all names by which the Real Property or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Grantor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Property and/or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Property and/or the Improvements (together with the Contracts, and the Warranties, collectively, the "General Intangibles");

L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Property and/or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Property and/or the Improvements;

M. All building materials, supplies and equipment now or hereafter placed on the Real Property and/or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Property and/or the Improvements;

N. All right, title and interest of Grantor in any insurance policies or binders now or hereafter referred to in clauses (A)-(N) and (O)-(R), including any unearned premiums thereon;

O. All proceeds, products, substitutions and accessions (including without limitation, claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards;

P. All present and future tax refunds relating to the Property. The term "Tax" includes, without limitation, all real estate and personal property taxes, assessments and impositions, whether special or general, and any similar governmental charges or assessments that are levied upon the Property; and

Q. All other or greater rights and interests of every nature in the Real Property and/or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Grantor.  
(end of Exhibit B)  
Published May 11, 2023

