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Notice of Trustee Sale Commercial INGENIO SYSTEMS
Spokane County Washington eRecorded

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AND WHEN RECORDED MAIL TO:

Nathan G. Smith, Esq.
Kutak Rock LLP
510 W Riverside Ave, Suite 800
Spokane, WA 99201

NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN

Grantor: AIRWAY PROJECT, LLC

Current beneficiary of the Deed of Trust: INLAND CAPITAL FUND LLC

Current trustee of the Deed of Trust: NATHAN G. SMITH, ESQ.

Current mortgage servicer for the Deed of Trust: INLAND CAPITAL, LLC

Reference number of the Deed of Trust: 7330843

Parcel Number(s): 25291.9032

I. NOTICE IS HEREBY GIVEN that the undersigned Trustee, **Nathan G. Smith, Esq.**, will on **October 17, 2025 at 9:00 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 at the time of sale (the "Sale"), the following described real property, situated in the County of Spokane, State of Washington, to-wit:

The Land referred to herein below is situated in the County of Spokane, State of Washington, and is described as follows:

The South 448 feet of the East half of the Northeast quarter of the Northeast quarter of Section 29, Township 25 North, Range 42 East, W.M., in Spokane County, Washington.

APN: 25291.9032

Commonly known as: 1624 S. Spotted Rd., Spokane, WA 99224

which is subject to that certain Deed of Trust dated January 26, 2024, recorded January 30, 2024 under Auditor's File No. 7330843, records of Spokane County, Washington, from Airway Project, LLC as Grantor, to Trustee Services Inc., as Trustee, to secure an obligation in favor of Inland Capital Fund, LLC as Beneficiary.

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 Airway Project, LLC's default on the obligation secured by the Deed of Trust.

III. The defaults for which this foreclosure is made is (a) the failure to pay principal and interest when due, (b) the granting of a Deed of Trust and Assignment of Rents dated June 28, 2024 to Michael J. Schneider, recorded under Spokane County Auditor file no. 7361186 and 7361187 without the consent of Inland Capital Fund, LLC, in breach of the Note and Deed of Trust (the "**Due on Sale Default**"); and (c) the failure to pay the first one-half of the general taxes due and owing by May 1, 2025 (the "**Taxes Default**").

IV. The sums currently due and owing on the obligations secured by the Deed of Trust (without regard to acceleration), together with the sums on the obligations secured by the Deed of Trust that are estimated to be due and owing on October 6, 2025 (the 11th day before the Sale) are set forth below:

	Currently due as of the Date of this Notice	Estimated amount that will be due as of the 11 th Day Before the Sale
Delinquent Principal	\$731,437.50	\$731,437.50
Delinquent Interest	\$ 29,499.97	\$ 52,174.30
Service Charges	\$ 3,425.76	\$ 3,425.76
Total Doc Fees	\$ 1,200.00	\$ 1,200.00
Attorneys' Fees/Trustee's Fees	\$ 6,500.00	\$ 6,500.00
Title Fees/Costs	\$ 2,029.26	\$ 2,029.26
Default Interest from March 27, 2025 through July 3, 2025 (per diem \$243.81)	\$ 23,893.63	\$ 47,055.81
Recording Fees	\$ 60.00	\$ 60.00
Posting / Service of Notices	\$ 570.00	\$ 570.00
Postage Expenses	\$ 280.68	\$ 280.68
Total	\$798,616.71	\$844,733.31

V. The above-described real property will be sold to satisfy the expense of the 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, of encumbrances on October 17, 2025. The default(s) referred to in Paragraphs III and IV must be cured by October 6, 2025, the 11th day before the Sale to cause a discontinuance of the Sale. The Sale will be discontinued and terminated if at any time before October 6, 2025 (11 days before the sale date) the defaults as set forth in Paragraphs III and IV are cured and the Trustee fees and costs are paid. Payment must be in cash or with cashiers or certified checks from a State or federally chartered bank. The Sale may be terminated any time after October 6, 2025 (11 days before the sale date) and before the sale, by Airway Project, LLC, as Borrower or Grantor, 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 Trustee to Airway Project, LLC as Borrower and Grantor at the following address:

<u>NAME</u>	<u>ADDRESS</u>
AIRWAY PROJECT, LLC	c/o Jason Cooper, Registered Agent 7320 E. Nora Ave. Spokane Valley, WA 99212-1200

by both first class and certified mail on May 16, 2025, proof of which is in the possession of the Trustee; and Airway Project, LLC, as Borrower and as Grantor, was personally served on May 20, 2025, with said written Notice of Default and the Trustee has possession of proof of such service, and 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

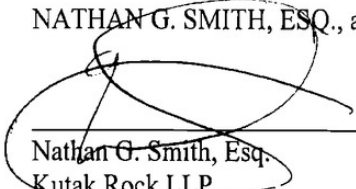
The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the Sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

XI. NOTICE TO GUARANTORS

Any guarantor of the obligations secured by the Deed of Trust 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. All guarantors have the same rights to reinstate the debt, cure the default or repay the debt as is given to the Grantor and Borrower in order to avoid the trustee's sale. The guarantor will have no right to redeem the property after the trustee's sale. Subject to such longer periods as are provided in the Washington Deeds 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. In any action for a deficiency, a guarantor will have the right to establish the fair value of any Property as of the date of the trustee's sale, less prior liens and encumbrances, and to limit the guarantor's 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 interests and costs.

DATED: July 3, 2025

NATHAN G. SMITH, ESQ., as Trustee




Nathan G. Smith, Esq.
Kutak Rock LLP
510 W Riverside Ave, Suite 800
Spokane, WA 99201
Trustee Phone No.: (509) 747-4040
Trustee Fax No: (509) 747-4545

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss.

I certify that I know or have satisfactory evidence that Nathan G. Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the use and purposes mentioned in the instrument.

Dated: July 3, 2025



NOTARY PUBLIC in and for the State of
Washington, residing at Spokane Valley.
My commission expires 1/1/2027

