Filed for Record at Request of:

Alicia L. Lowe Attorney at Law 1111 Main Street, Suite 410 Vancouver, WA 98660 Doc # 2005156229

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Date: 02/11/2005 09:13A

Filed by: SCHWABE VILLIATISON & WYATT PC

Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

AMENDED NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, Alicia L. Lowe, will on the 13th day of May, 2005, at the hour of 9:30 a.m. at the north entrance of the Skamania County Courthouse, located at 240 Vancouver, Stevenson, Washington, sell at public auction to the highest and best bidder, payable at time of sale, the following-described real property, situated in the County of Skamania, State of Washington, to-wit:

Lot 5 of the RIVER EDGE ACRES, according to the recorded Plat thereof, recorded in Book 'B' of Plats, Page 96, in the County of Skamania, State of Washington

Tax Parcel No. 2-5-26-1704

which is subject to that certain Deed of Trust dated August 15, 2000, from Grant Stanley Cunningham, as Grantor, to First American Title Insurance Company as Trustee, to secure an obligation in favor of Ken and Barbara J. Davis, husband and wife, as Beneficiary, recorded August 24, 2000 in Book 202, Page 1, under Auditor File No. 138943, Skamania County Mortgage Records, hereinafter the "Deed of Trust". First American Title Insurance Company, Trustee, resigned and Alicia L. Lowe has been appointed Successor Trustee on January 3, 2005, recorded January 20, 2005 under Auditor's File No. 2005155976, records of Skamania County, Washington. The Notice of Trustee's Sale recorded on February 4, 2005 under Auditor's File No. 2005156152 is hereby amended and replaced with this Amended Notice of Trustee's Sale.

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.

Ш.

The default for which this foreclosure is made is as follows:

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

(a) As of 02/01/05, you have failed to make when due, payment of principal/interest pursuant to the terms of the Promissory Note secured by the Deed of Trust. The amounts due and owing are itemized as follows:

19 payments of principal and intere	st as of Febr	uary 1, 2005	₹.	\$10,701.56
Late Charges		//	т.	\$ 506.92
Subtotal:	A		9 7	\$11,208.48

(b) Default other than failure to make monthly payments:

Failure to pay real property taxes for 2001, 2002, 2003, and 2004, PLUS accrued interest and penalties : \$ 6,223.37

Total amounts in default: \$17,431.85

IV.

The sum owing on the obligation secured by the Deed of Trust and the installment payments and real property taxes of \$17,431.85, together with interest as provided in the note or other instrument secured from the 1st day of February, 2005, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 13th day of May, 2005. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, must be cured by the 2nd day of May, 2005 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 2nd day of May, 2005 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments,

late charges, advances, costs and fees thereafter due, are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after the 25th day of April, 2005 (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:

Grant Stanley Cunningham 1040 Ashland Street Kalama, Washington 98625

by both certified and first class mail on the 9th day of November, 2004, proof of which is in the possession of the Trustee; and 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.

 $V\Pi$

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

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.

DATED this 7 day of Jehnay, 2008.

Alicia L. Lowe, Trustee Schwabe, Williamson & Wyatt 1111 Main Street, Suite 410 Vancouver, Washington 98660 (360) 694-7551

STATE OF WASHINGTON) ss. COUNTY OF CLARK)

On this day personally appeared before me, Alicia L. Lowe, to me known to be the individual described herein, and she acknowledged to me that she signed the foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this (ldgy of 1)

NOTARY PUBLIC for Washington.

2005.

My appointment expires: