

When recorded, return to:

Mark J. Rosenblum  
EISENHOWER & CARLSON, PLLC  
1201 Third Ave., Suite 1650  
Seattle, WA 98101

Document Title:	Notice of Trustee's Sale
Grantor:	Lex, Brenda F.
Grantee:	West Coast Bank
Legal Description:	Lot 4 of Crestview
Additional Description:	Page 1
Reference No.:	2006164339
Tax Parcel No.:	01-05-05-0-0-1106-00

**NOTICE OF TRUSTEE'S SALE**  
Issued Pursuant to RCW 61.24 et seq.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 5<sup>th</sup> day of December 2008 at the hour of 10:00 a.m. at the Skamania County Courthouse, at 240 Vancouver Avenue in the City of Stevenson, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skamania, State of Washington:

LOT 4 OF CRESTVIEW SHORT PLAT, RECORDED IN BOOK "4" OF SHORT PLATS, PAGE 34, UNDER AUDITOR'S FILE NO. 2006162894, RECORDS OF SKAMANIA COUNTY, WASHINGTON. TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AGATE LANE, AS SHOWN ON THE FACE OF THE PLAT.

TPN: 01-05-05-0-0-1106-00

the postal address of which is more commonly known as 342 Agate Lane, Washougal, Washington 98671, which is subject to that certain Deed of Trust dated December 21, 2006,

recorded December 29, 2006, under Auditor's Recording No. 2006164339, records of Skamania County, Washington, from Brenda F. Lex, as Grantor, to Clark County Title, as Trustee, to secure an obligation in favor of West Coast Bank.

## 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 defaults for which this foreclosure is made are as follows:

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

Principal:	\$ 497,971.96	
Accrued interest through and including: August 8, 2008:	20,041.74	*
Late charges:	25,280.63	
Reconveyance fee:	<u>110.00</u>	
<b>TOTAL PAST DUE:</b>	<b><u>\$543,404.33</u></b>	

\* Interest continues to accrue at the rate of 9.00% per annum and \$124.4929 per day. The loan matured on April 1, 2008.

## IV.

The sum owing on the obligations secured by the Deed of Trust is: Principal \$497,971.96, together with interest as provided in the note or other instrument secured from March 1, 2008, 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 December 5, 2008. The defaults referred to in Paragraph III must be cured by November 24, 2008 (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 November 24, 2008 (11 days before the sale date), the defaults as set forth in Paragraph III are cured and the Trustee's fees and costs are paid. The sale may be terminated by the Grantor any time after November 24, 2008 (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 principal and accrued interest secured by the Deed of Trust, plus costs, interest, late charges, fees and advances, if any, made pursuant to the terms of the obligations 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:

Brenda F. Lex 3305 NE 62 <sup>nd</sup> Avenue Portland, OR 97213	Brenda F. Lex Lot 4 Agate Lane Washougal, WA 98671
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by both first class and certified mail, on May 29, 2008, proof of which is in the possession of the Trustee; the written Notice of Default was also posted in a conspicuous place on the real property described in Paragraph I above on June 13, 2008. The Trustee has in Trustee's possession proof of such service/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 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.

**XI.**Notice to Guarantors

If this Notice is being mailed or directed to any Guarantor, said Guarantor should be advised that: (1) the 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) the Guarantor has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the trustee's sale; (3) the 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, the 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.

DATED: August 8, 2008.

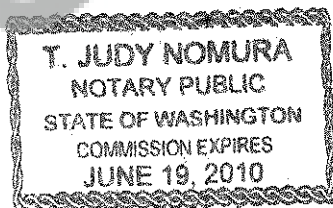
EISENHOWER & CARLSON, PLLC, TRUSTEE

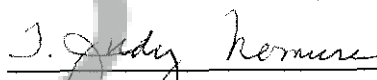
By   
Mark J. Rosenblum, Member

1201 Third Ave., Suite 1650  
Seattle, WA 98101  
(206) 382-1830

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 8<sup>th</sup> day of August 2008, I certify that I know or have satisfactory evidence that Mark J. Rosenblum 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 as the Member of **Eisenhower & Carlson, PLLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



  
T. Judy Nomura  
Notary Public in and for the State of Washington  
Residing at: Renton, Washington  
My Appointment Expires: June 19, 2010