

When recorded, return to:
Alexander S. Kleinberg
Eisenhower & Carlson, PLLC
1201 Pacific Avenue, Suite 1200
Tacoma, WA 98402

Document Title: Amended Notice of Trustee's Sale
Grantor: Eisenhower & Carlson, PLLC
Grantee: Graves, David E.
Graves, Jill R.
Legal Desc.: Lot 1 of Short Plat Mill Lane Estates
Reference Nos.: 2007164905; 2008170218
Tax Parcel No.: 02053500080500

AMENDED NOTICE OF TRUSTEE'S SALE
Issued Pursuant to RCW 61.24.040

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on the 6th day of February, 2009 at the hour of 10:00 a.m. at the Skamania County Courthouse, 240 N.W. 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 1 of SHORT PLAT MILL LANE ESTATES, recorded in Book "3" of SHORT PLATS, page 323, records of Skamania County, Washington

the postal address of which is more commonly known as 1952 Mabee Mines Road, Washougal, Washington 98671, which is subject to that certain Deed of Trust dated February 2, 2007, and recorded on February 7, 2007 under Recording No. 2007164905, records of Skamania County, Washington, from **David E. Graves and Jill R. Graves**, husband and wife as Grantor, to Clark County Title, as Trustee, to secure an obligation in favor of **West Coast Bank**, 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 the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

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

Failure to pay the following past due amounts, which are in arrears:

Payment due in full on February 1, 2008:	\$630,135.27
Late Charges:	\$31,750.39
Interest as of October 27 th , 2008: (Per diem is \$157.5338)	\$46,995.66

**TOTAL PAST DUE PAYMENTS, INTEREST,
AND MISCELLANEOUS COSTS:**

\$708,881.32

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal of \$630,135.27, together with interest as provided in the Promissory Note secured from January 3, 2008, and such other costs, fees and penalties 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 **February 6, 2009**. The defaults referred to in Paragraph III must be cured by **January 26, 2009** (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before **January 26, 2009** (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 by the Grantor any time after **January 26, 2009** (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 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 Borrowers, Grantors and/or Guarantors at the following addresses: 1952 Mabee Mines Road, Washougal, Washington 98671-7895, by both first class and certified mail, on May 19, 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 May 24, 2008. The Trustee has in Trustee's possession proof of such service/posting.

VII.

The Trustee, whose name and address is 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 Grantors and all those who hold by, through or under Grantors, 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 this 27th of October, 2008.

EISENHOWER & CARLSON, PLLC
Successor Trustee

By: 

Terrence J. Donahue, Member

Address: 1201 Pacific Avenue, Suite 1200

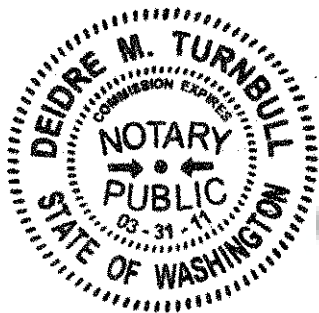
Tacoma, WA 98402

Phone: (253) 572-4500

[illegible]

I certify that I know or have satisfactory evidence that Terrence J. Donahue 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 acknowledge it as a Member of Eisenhower & Carlson, PLLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 27th day of October, 2008.



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Deidre M Turnbull
Signature of Notary Public
DEIDRE M TURNBULL
Name of Notary Public
NOTARY PUBLIC
3-31-11
My Appointment Expires