

**AFTER RECORDING, RETURN TO:**

Brian R. Heurlin  
Heurlin, Potter, Jahn, Leatham & Holtmann, P.S.  
P.O. Box 611  
Vancouver, WA 98666-0611

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Space above this line reserved for Recorder's use

**AMENDED AND RESTATED  
NOTICE OF TRUSTEE'S SALE**

<sup>123227</sup>  
Grantor: Steven K. Polito  
Trustee: Heurlin, Potter, Jahn, Leatham & Holtmann, P.S.  
Beneficiary: Riverview Community Services  
Deed of Trust dated September 19, 2007 and recorded September 20, 2007  
Auditor's Filing No.: 2007167747  
Abbreviated Legal Description: Lot 1 of Eagle Peak Short Plat  
Tax Account No. : 01-05-05-0-0701-00

I.

**NOTICE IS HEREBY GIVEN** that the undersigned Successor Trustee will on April 24, 2009 at the hour of 10:00 a.m. at the Skamania Courthouse at 240 Vancouver Avenue, Stevenson, 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, to-wit:

Lot 1 of EAGLE PEAK SHORT PLAT, recorded in Auditor's File  
No. 2006162927 records of Skamania County, Washington

which is subject to that certain Deed of Trust dated September 19, 2007, recorded September 20, 2007 under Auditor's File No. 2007167747, records of Skamania County, Washington, from Steven K. Polito, as Grantor, to Riverview Services, Inc., as Trustee, to secure an obligation in favor of Riverview Community Bank, as Beneficiary. Heurlin, Potter, Jahn, Leatham & Holtmann, P.S. is the duly appointed Successor Trustee.

## II.

No action commenced by the Beneficiary of the Deed of Trust or Beneficiary's successor 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(s) for which this foreclosure is made is/are as follows:

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

Monthly Principal and Interest Payments, August through January 1, 2009	\$7,102.08
Late Fees	355.08

TOTAL PAST DUE AMOUNTS	\$7,457.16
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- b. Defaults other than failure to make monthly payments:

Failure to pay 2008 Taxes in the original amount of	\$1,083.69
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Failure to comply with the following terms of the Deed of Trust:

Failure to pay real estate taxes described above.

## IV.

The sum owing on the obligation secured by the Deed of Trust referenced in I. above is: Principal \$145,680.76, together with interest as provided in the Note or other instrument secured 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 April 24, 2009. The defaults referred to in paragraph III must be cured by April 13, 2009 (11 days before the sale), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before April 13, 2009 (11 days before the sale date), the defaults, as set forth in paragraph III are cured and all payments becoming due (or interest accrued if the entire obligation is due) hereafter are paid and the Successor Trustee's fees and costs are paid. The sale may be terminated any time after April 13, 2009 (11 days before the sale), and before the sale by the

Borrower, Grantor, any Guarantor, or the Grantor's successor in interest 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 or the Grantor's successor in interest at the following address:

Steven K. Polito  
31 Dharma Way  
Washougal, WA 98671

by both First Class and Certified Mail, Return Receipt Requested, on November 6, 2008, proof of which is in the possession of the Successor Trustee; and the Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above on November 8, 2008 and the Successor Trustee has possession of proof of such service or posting.

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.

X.

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 20<sup>th</sup> 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 20<sup>th</sup> day

NOTICE OF TRUSTEE'S SALE - 3

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.

The Successor Trustee makes no representations or warranties concerning what interest in the real property described above is being sold. The deed of trust lien foreclosed may not be a first lien position, or there may be other prior encumbrances of title. The Successor Trustee is not required to provide title information concerning this property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the property, and the position on title of the deed of trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Successor Trustee will not provide legal advice concerning the foreclosure. The Successor Trustee does not provide information concerning the location of the debtors nor concerning the condition of the property. No representation or warranties are made concerning the physical condition of the property, or whether there are any environmental or hazardous waste liabilities or problems connected with this property. Any person desiring title information, information concerning the physical condition of the property, information concerning any hazardous waste or environmental issue, or other information about the real property being foreclosed should obtain all such information independently.

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

HEURLIN, POTTER, JAHN, LEATHAM &  
HOLTMANN, P.S., Successor Trustee

By: 

Brian R. Heurlin  
211 E. McLoughlin Boulevard  
P.O. Box 611  
Vancouver, Washington 98666-0611  
Phone: (360) 750-7547

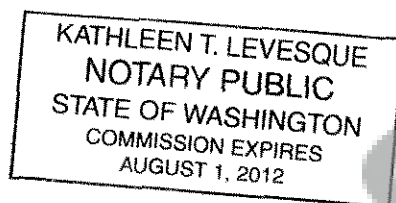
STATE OF WASHINGTON )

: ss.

County of Clark )

I certify that I know or have satisfactory evidence that BRIAN R. HEURLIN signed this instrument as the President of Heurlin, Potter, Jahn, Leatham & Holtmann, P.S., Successor Trustee of that certain Deed of Trust dated September 19, 2007, and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 8<sup>th</sup> day of January, 2009.



Kathleen T. Levesque  
Notary Public for Washington  
My Commission Expires: 8/1/2012  
Residing at: Carnegie, WA