

Terrence J. Donahue
EISENHOWER & CARLSON, PLLC
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Tacoma, WA 98402



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07/02/2009 16:41
KING COUNTY, WA

47.00

Document Title: Notice of Trustee's Sale
Grantor: Eisenhower and Carlson, PLLC
Grantee: Conner Homes Company
Legal Description: S NE ¼ NW ¼, 15-23N-8E
Reference No.: 20080619000268
Tax Parcel No.: 1523089006 & 1523089235

NOTICE OF TRUSTEE'S SALE

Issued Pursuant to RCW 61.24.040

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will, on **October 23, 2009**, at the hour of **10:00 a.m.** outside the Fourth Avenue entrance to the King County Administration Building, at 500 Fourth Avenue in the City of Seattle, Washington 98104, 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 King, State of Washington:

Please see *Exhibit A* attached hereto and incorporated herein by this reference.

the postal address of which is more commonly known as East of 424th Avenue SE aka Maloney Grove Avenue SE and 42731 SE Cedar Falls Way, North Bend, Washington 98045, which is subject to that certain Deed of Trust dated June 16, 2008, recorded on June 19, 2008, under Recording No. 20080619000268, records of King County, Washington, from Conner Homes Company, as Grantor, to Chicago Title Insurance Company, as Trustee, to secure an obligation in favor of Venture Bank, 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 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:

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

- | | | |
|----|--|--------------|
| 1) | Monthly payments for January through June 25, 2009, at \$1,532.46527 per diem: | \$280,353.58 |
| 2) | Late charges: | \$13,174.83 |
| 3) | Other charges: | \$14,261.38 |

TOTAL PAST DUE PAYMENTS: **\$307,789.79**

b. Defaults other than failure to make payments:

If owing, delinquent King County real property taxes on parcel nos. 1523089006 & 1523089235, plus any penalty or interest.

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$6,305,000.00 together with interest as provided in the Note or other instrument secured from December 15, 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 **October 23, 2009**. The defaults referred to in Paragraph III must be cured by **October 12, 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 **October 12, 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 Grantors any time after **October 12, 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 Borrower, Grantor, and/or Guarantor at the following addresses:

Conner Homes Company
846 108th Avenue NE

Mr. and Mrs. Charles F. Conner
846 108th Avenue NE

Bellevue, WA 98004

Conner Homes
c/o John R. Rizzardi
Cairncross & Hempelmann, P.S.
524 Second Avenue, Suite 500
Seattle, WA 98104-2323

Bellevue, WA 98004

by both first class and certified mail, on May 14, 2009, 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 27, 2009. 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 purchase 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 29th day of June, 2009.

EISENHOWER AND CARLSON, PLLC
Successor Trustee

By: [Signature]
Terrence J. Donahue, Manager
Address: 1201 Pacific Avenue, Suite 1200
Tacoma, WA 98402
Phone: (253) 572-4500

STATE OF WASHINGTON)
; SS.
COUNTY OF PIERCE)

On this 29th day of June, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eisenhower and Carlson, PLLC, by and through Terrence J. Donahue, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NICOLE FREY
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
01-08-11

[Signature]
Name: Nicole Frey
Notary Public in and for the State of
Washington, residing at: Spanaway, WA
My Appointment Expires: 1/8/2011

EXHIBIT "A"

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE **STATE OF WASHINGTON,**
COUNTY OF KING AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 23, NORTH,
RANGE 8 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON:

EXCEPT THAT PORTION THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF BROOKSIDE
ACRES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 48 OF PLATS, PAGES 19 AND
20, IN COUNTY, WASHINGTON;

THENCE NORTH $00^{\circ}52'30''$ EAST 1,308.91 FEET TO A CONCRETE MONUMENT DELINEATED IN SAID
PLAT AS BEING 10.70 FEET NORTH OF THE NORTHEAST CORNER OF SAID PLAT AND WHICH
MONUMENT IS FURTHER DESCRIBED AS BEING STATION 24+61.86 ON KING COUNTY ENGINEER
SURVEY NO. 15-23-8-8;

THENCE CONTINUING NORTH $00^{\circ}52'30''$ EAST 996.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH $89^{\circ}14'32''$ EAST 30 FEET TO AN IRON PIPE, SET BY JONES, BASSL AND ASSOCIATES,
ENGINEERS AND SURVEYORS, ON JANUARY 19, 1972;

THENCE CONTINUING SOUTH $89^{\circ}14'32''$ EAST 234.62 FEET TO AN IRON PIPE SET BY SAID
ENGINEERS;

THENCE SOUTH $89^{\circ}14'32''$ EAST 181.69 FEET TO AN IRON PIPE SET BY SAID ENGINEERS; THENCE
NORTH $00^{\circ}52'30''$ EAST 312.02 FEET, MORE OR LESS, TO THE NORTH LINE OF SECTION 15;

THENCE NORTH $89^{\circ}12'69''$ WEST ALONG SAID NORTH LINE 446.31 FEET TO A POINT NORTH $00^{\circ}52'30''$
EAST OF THE TRUE POINT OF BEGINNING;

THENCE SOUTH $00^{\circ}52'30''$ WEST 312.24 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;
AND

EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY FOR 424TH AVENUE
SOUTHEAST, "MALONEY GROVE ROAD"; AND

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8
EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

THENCE NORTH $89^{\circ}53'00''$ EAST ALONG THE SECTION LINE 1,328 FEET;

THENCE SOUTH $03^{\circ}30'00''$ EAST 118 FEET;

THENCE SOUTH $00^{\circ}03'00''$ EAST 1,053.9 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH $00^{\circ}03'00''$ EAST 144 FEET;

THENCE SOUTH $89^{\circ}07'00''$ EAST 302.5 FEET;

THENCE SOUTH $00^{\circ}03'00''$ WEST 144 FEET;

THENCE NORTH $89^{\circ}07'00''$ WEST 302.5 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT THAT PORTION THEREOF LYING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH
AND 150 FEET SOUTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE
OF PRIMARY STATE HIGHWAY NO. 2, NORTH BEND TO TANNER, SAID PORTION HAVING BEEN
CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NUMBER
4646554.

PARCEL B:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, BEING SOUTHWESTERLY OF THAT RIGHT OF WAY LINE DRAWN PARALLEL WITH AND 40 FEET SOUTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE EX.EB LINE SURVEY OF STATE HIGHWAY ROUTE NO. 90, ECHO LAKE INTERCHANGE TO TANNER, AND LYING NORTHEASTERLY OF THAT LINE DRAWN PARALLEL WITH AND 150 FEET SOUTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE SURVEY LINE OF STATE HIGHWAY ROUTE NO. 90, FORMERLY PRIMARY STATE HIGHWAY NO. 2, NORTH BEND TO TANNER, ACCORDING TO THE PLAN THEREOF NOW OF RECORD AND ON SITE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL MARCH 1, 1955, AS CONVEYED BY INSTRUMENT RECORDED NOVEMBER 24, 1981 UNDER RECORDING NO. 8111240448.