

Doc # 2005156405
Page 1 of 8
Date: 02/28/2005 01:14P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$27.00

Return To:

National City Bank of Indiana
P.O. BOX 809068
DALLAS, TX 75380-9068

Assessor's Parcel or Account Number: 03 08 17 2 3 0426 00

Abbreviated Legal Description: Lot 26 Russell's meadows

[Include lot, block and plat or section, township and range]

Trustee: SKAMANIA County Title

SC 227589

Full legal description located on page 2.

0003882784

[Space Above This Line For Recording Data]

State of Washington

DEED OF TRUST

FHA Case No.

5618129089- 703

THIS DEED OF TRUST ("Security Instrument") is made on February 14, 2005

The Grantor is

ANGELIQUE GARRETT A Married Woman as Her Sole and Separate Property

("Borrower"). The trustee is :

SKAMANIA County Title Copy

("Trustee"). The beneficiary is National City Mortgage a division of
National City Bank of Indiana
which is organized and existing under the laws of United States , and

FHA Washington Deed of Trust - 4/96

VMP-4R(WA) (0305)

Page 1 of 8

Initials: AG

VMP Mortgage Solutions (800)521-7291



2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay property, and (d) special assessments levied or to be levied against the Property, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instruments, each monthly payment shall also include either: (1) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this instrument is secreted.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on the debt evidenced by the Note and late charges due under the Note.

UNIFORM COVENANTS, PAYMENT OF PRINCIPAL, INTEREST AND Late CHARGE. Borrower shall pay when due the principal of and

Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

which has the address of 32 TIMBER PL.
[City], Washington 98610
[Street]
[City Code]
[Zip Code]

which has the address of 32 TIMBER PL [Street]

which has the address of 32 TIMBER PL

1004 B&K Manufacturing Corp. Inc. #081-EL4148#79974-
18913

ONE HUNDRED TWENTY ONE THOUSAND NINE HUNDRED SEVENTY TWO & 00/100
Dollars (U.S. \$ 121,972.00)
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"),
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
March 1, 2035 . This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment
of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security
Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
Instrument. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale,
the following described property located in Skamania County, Washington:

(“Lennder”). Borrower owes Lennder the principal sum of

whose address is 3232 Newmark Drive, Miami Shores, FL 33166

held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during

Page # 3 of 8
0005156485

Instrument if:
 prior approval of the Secretary, require immediate payment in full of all sums secured by this Security
 341(d) of the Gram-Si, German Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the
 (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section
 contained in this Security Instrument.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations
 instrument prior to or on the due date of the next monthly payment by this Security
 (i) Borrower defaults by failing to pay in full any monthly payment by this Security
 payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of

8. Grounds for Acceleration of Debt.

8. Fees. Lender may collect fees and charges authorized by the Secretary.
 or more of the actions set forth above within 10 days of the giving of notice.
 instrument, Lender may give Borrower a notice identifying the Lien. Borrower shall satisfy the Lien or take one
 determines that any part of the Property is subject to a Lien which may attain priority over this Security
 the Lien in an agreement satisfactory to Lender subordinating the Lien to this Security Instrument. If Lender
 which in the Lender's opinion operate to prevent the enforcement of the Lien; or (c) secures from the holder of
 Lender; (b) contests in good faith the Lien by, or defends against enforcement of the Lien in, legal proceedings
 Borrower: (a) agrees in writing to the payment secured by the Lien in a manner acceptable to
 Borrower shall promptly discharge any Lien which has priority over this Security Instrument unless
 rale, and at the option of Lender, shall be immediately due and payable.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be
 secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note
 mentioned in paragraph 2.

Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items
 enforce laws or regulations), when Lender may do and pay whatever is necessary to protect the value of the
 significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to
 other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may
 If Borrower fails to make these payments required by paragraph 2, or fails to perform any
 receipts evidence of these payments.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all
 governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall
 pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely
 affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender
 mentioned in paragraph 3, and then to preparement of principal. Any application of the proceeds to the principal
 imbeddedness under the Note and this Security Instrument, first to any deficiency amounts applied in the order
 hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains
 with any condemnation or other taking of any part of the Property, or for convenience in place of condemnation,
 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection
 merger in writing.

Security fee due to the Property, the lessor shall not be merged unless Lender agrees to the
 acquirees fee due to the Property, the lessor shall not be merged unless Lender agrees to the
 Security instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower
 not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this
 provide Lender with any material information) in connection with the loan evidenced by the Note, including, but
 the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Lender shall not be required to enter upon, take control of or maintain the property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security instrument is paid in full.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instruments; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender's agent, or to Lender, as soon as demanded by Lender.

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Lender's breach of any covenant or agreement, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional

NON-UNIFORM COVENANTS. Bonnower and Lennder further covenant and agree as follows:

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or private party involving the Property and any Hazards Substances in accordance with the requirements of the applicable laws and regulations of the state(s) in which the Property is located.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposition, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of small quantities of Hazardous Substances that are not apposite to the normal residential uses and to maintenance of the Property.

15. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note except to the extent necessary to make such provision legal and enforceable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Borrower shall be given by first class mail to Lender's address set forth herein or any address Lender shall be given by first class mail to Lender's address set forth in this instrument or by notice to Borrower. Any notice provided for in this instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Use of Property. The Property is not used principally for agricultural or farming purposes.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider
 Planned Unit Development Rider

Growing Equity Rider
 Graduated Payment Rider

Other [specify]

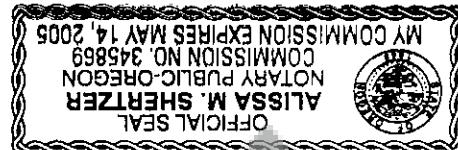
FILED
SFC
RECEIVED
FEB 20 2005

Page 8 of 8

VMR-A(R)(WA) (0305)

Feb 20

ROSE, J. WIN. J.
My Appointment Expires on May 14, 2005
Notary Public in and for the State of Washington, residing
at Head River Oregon
My Appointer
ALISSA M. SHERTZER
NOTARY PUBLIC-OREGON
COMMISSION NO. 345869
MY COMMISSION EXPIRES MAY 14, 2005



GIVEN under my hand and official seal this
purpose herein mentioned.
I acknowledge that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and
acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and

On this day personally appeared before me Angelique Garrett
STATE OF WASHINGTON County of Head River
(Seal) { ss:

Borrower _____
(Seal) _____
(Seal) _____

Borrower _____
(Seal) _____
(Seal) _____

Borrower _____
(Seal) _____
(Seal) _____

Borrower _____
(Seal) _____

Borrower _____
(Seal) _____

Witnesses:
In any rider(s) executed by Borrower and recorded with it,
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and