

WHEN RECORDED MAIL TO

Nationwide Title Clearing, Inc.
ATTN: Dusti Woodbury - CIT Unit
2100 Alt 19 North
Palm Harbor, FL 34683

Doc # 2005158188
Page 1 of 5
Date: 08/01/2005 03:59P
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$37.00

MIN: 100263195008184721

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

| | | | |
|---------------------------------------------|-----------------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| TRUSTOR(S) Name(s) and Address(es) | CHARLES P DULING SHARI L DULING | Lender Name and Address | The CIT Group/Consumer Finance, Inc. (a Delaware Corporation) 2030 E. FLAMINGO ROAD SUITE 260 LAS VEGAS, NV 89119 ("Lender") |
| | 91 RYAN TAVELLI RD WASHOUGAL, WA 98671 ("Borrower") | Name and Address of Beneficiary | MERS P.O. Box 2026 Flint, MI 48501-2026 |

TRUSTEE'S NAME AND ADDRESS

CLARK COUNTY TITLE, 1400 WASHINGTON ST STE 100, VANCOUVER WA 98660

| | | | |
|-------------|------------|-------------------|--------------------|
| LOAN NUMBER | DATE | PRINCIPAL BALANCE | FINAL PAYMENT DATE |
| 9500818472 | 07/26/2005 | 365,449.57 | 08/01/35 |

Borrower owes Lender the principal sum shown in the Principal Balance box above. This debt is evidenced by Borrower's Promissory Note dated the same date as this Deed of Trust ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the Final Payment Date shown above. The beneficiary of this Deed of Trust is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, Tel. (888) 679-MERS. This Deed of Trust, WITH POWER OF SALE, secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 2 hereunder to protect the security of this Deed of Trust; and (c) the performance of Borrower's covenants and agreements under this Deed of Trust and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SKAMANIA County, Washington:

SEE ATTACHED LEGAL DESCRIPTION 'EXHIBIT A'

Abbreviated Legal Description: Section 3, T51, R5

Additional Legal Description is on page 5 of document;

Assessor's Tax Parcel ID #: 0105030070000

which has the address of 91 RYAN TAVELLI RD. WASHOUGAL
(Street) (City)
Washington 98671 ("Property Address");
(Zip Code)

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property." The property is not used principally for agricultural or farming purposes. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Deed of Trust.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property. Borrower warrants that the lien created by this Deed of Trust is a valid and enforceable lien subordinate only to easements, liens and restrictions of record as of the date of this Deed of Trust, and that during the entire term of the indebtedness secured by this Deed of Trust Borrower will not permit this lien to become subordinate to anything else. Borrower warrants and will defend the title to the Property against all claims and demands except such easements, liens and restrictions of record as of the date of this Deed of Trust.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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Initial(s) C.P.D. X S.N.

2. **Taxes-Liens-Insurance-Maintenance.** Borrower will pay, when they are due and payable, all taxes, liens or security titles (legal claims), assessments, obligations, water rates and any other charges against the Property, whether superior or inferior to the lien or security title of this Deed of Trust, including paying Lender any costs, including outside attorney's fees incurred by Lender in defending any lawsuit by prior or later lienholders or security title holders on the Property, maintain hazard insurance on the Property in Lender's favor in a form and amount satisfactory to Lender and maintain and keep the Property in good repair at all times during the term of this Deed of Trust pursuant to paragraph 4 below. If Borrower fails to maintain the Property in good repair, Lender may enter the Property and make those repairs necessary to maintain the Property in good repair. Lender may pay any such tax, lien or security title, assessment, obligation, water rates, premium or other charge necessary to maintain the Property in good repair, or purchase such insurance in Lender's own name, if Borrower fails to do so. The amount Lender pays will be due and payable to Lender on demand, will bear an interest charge at the interest rate set forth in the Note secured by this Deed of Trust if permitted by law, or, if not, at the highest lawful interest rate, will be an additional lien or security title on the Property and may be enforced and collected in the same manner as the other obligations secured by this Deed of Trust. The insurance carrier providing the insurance referred to above will be chosen by Borrower subject to Lender's approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to Lender and must include a standard mortgagee clause. Lender will have the right to hold the policies and renewals. If Lender requires, Borrower will promptly give to Lender all receipts of paid premiums and renewal notices. In the event of a loss, Borrower will give prompt notice to the insurance carrier and Lender. Lender may file a proof of loss if not made promptly by Borrower. Insurance proceeds will be applied to the restoration or repair of the Property damaged or, at Lender's option, the insurance proceeds will be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within ten (10) days, a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The ten (10)-day period will begin when the notice is given.

3. **Application of Payments.** Unless applicable law provides otherwise, payments shall be first applied to any prepayment charges, then to any costs and expenses incurred under this Deed of Trust, then to interest then due and then to principal.

4. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Deed of Trust is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

5. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

6. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 or change the amount of such payments.

8. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors 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 Deed of Trust 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.

SEE PAGES 1, 3, 4 AND 5 FOR ADDITIONAL IMPORTANT TERMS

DULING, CHARLES
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9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Deed of Trust but does not execute the Note: (a) is co-signing this Deed of Trust only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Note without that Borrower's consent.

10. Loan Charges. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

11. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Deed of Trust unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Deed of Trust and may invoke any remedies permitted by paragraph 17.

12. Notices. Any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. Borrower requests that copies of any notices of default and sale be sent to Borrower's address which is the Property Address unless otherwise indicated on the front page of this Deed of Trust. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Governing Law; Severability. This Deed of Trust shall be governed by Washington and applicable federal law. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Note are declared to be severable.

14. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Deed of Trust.

15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

16. Default. Upon default trustee shall sell the trust property in accordance with applicable law and public auction to the highest bidder. Except as otherwise provided, under applicable law, any person except trustee may bid at trustee's sale. Trustee shall apply the proceeds of the sale in accordance with applicable law and deliver to the purchaser at the sale, its deed, without warranty, which shall convey to the purchaser the interest in the property which borrower had, or had the power to convey at the time of the borrower's execution of this Deed of Trust, and such as may have been acquired thereafter. The trustee's deed shall recite the facts showing the sale was conducted in compliance with all the requirements of applicable law and this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value. The power of sale conferred by this Deed of Trust, and by applicable law of this state is not an exclusive remedy, and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage.

17. Lender in Possession. Upon acceleration under paragraph 17 or abandonment of the Property, Lender may petition the court for the appointment of a receiver who shall be entitled to enter upon, take possession of, manage the property, and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust.

18. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request the Trustee to reconvey the Property. Trustee shall reconvey the Property without warranty to the persons entitled thereto. The Trustee or Lender may charge a fee for services rendered in connection with the preparation, execution and recordation of a reconveyance, to the extent allowed by law. Borrower shall pay such fees and recording costs.

19. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Deed of Trust is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

SEE PAGES 1, 2, 4 AND 5 FOR ADDITIONAL IMPORTANT TERMS

DULING, CHARLES
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Initial(s) CPD SD

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20. Not for Agricultural Purposes. The real property conveyed by this Deed of Trust is not used principally for agricultural or farming purposes.

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

- | | | |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | |
| <input type="checkbox"/> Other(s) [specify] | <input type="checkbox"/> Manufactured Housing Rider | |

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

SEE PAGES 1, 2, 3 AND 5 FOR ADDITIONAL IMPORTANT TERMS

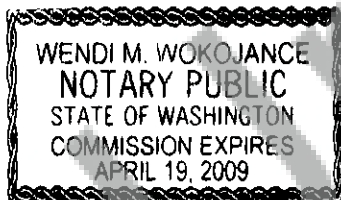
| | |
|--------------------------------|------------------------------|
| <u>Charles P Duling</u> (Seal) | <u>Shari L Duling</u> (Seal) |
| CHARLES P DULING -Borrower | SHARI L DULING -Borrower |

| | |
|---------------------|---------------------|
| _____ (Seal) | _____ (Seal) |
| Non-Borrower Spouse | Non-Borrower Spouse |

STATE OF WASHINGTON
COUNTY OF Clark

On this 27th day of July, 2005 before me, a Notary Public in and for the State of Washington, personally appeared Charles P Duling and Shari L Duling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be their free and voluntary acts and deeds for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Wendi M Wokojance
NOTARY PUBLIC in and for the State of Washington, residing at
Vancouver WA
My appointment expires 4-19-09
Print Name Wendi M Wokojance

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the legal owner and holder of the notes and all other indebtedness secured by this Deed of Trust. You are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

EXHIBIT A
(Legal Description)

Exhibit A

That portion of the Northeast quarter of the Southwest quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point 14.19 chains South of the center of the said Section 3; thence West 15.85 chains to the center of County Road No. 1113 designated as the Salmon Falls Road; thence Southerly along the center of said road to the Northwest corner of the tract of land conveyed to Eunice T. Froeschle by deed dated May 16, 1910, and recorded at page 289 of Book "M" of Deeds, records of Skamania County, Washington; thence East 13.40 chains to the center line of said Section 3; thence North 6.11 chains to the Point of Beginning.

EXCEPT that portion thereof lying Southerly of State road No. 140.

EXCEPT a tract of land conveyed to School District No. 1 by Deed dated June 22, 1934, and recorded at page 552 of Book "X" of Deeds, records of Skamania County, Washington, described as follows:

BEGINNING at a point 375 feet East of the Southwest corner of School District No. 1 property in Section 3, Township 1 North, Range 5 East of the Willamette Meridian; thence East to the Northwestern right of way line Boundary of County Road No. 1101 designated as the Ryan-Tavalli Road; thence Southwesterly along said Boundary to a point 60 feet due South of the South line of said School property; thence West to a point 60 feet South of the Point of Beginning; thence North 60 feet to the Point of Beginning.

AND EXCEPT a tract of land conveyed to Skamania County by Deed dated December 5, 1947, and recorded at page 533 of Book 31 of Deeds, records of Skamania County, Washington, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of the Southwest quarter of the said Section 3, said point being the Northeast corner of the aforesaid tract conveyed to Eunice T. Froeschle; thence West 420 feet to the initial point of the tract hereby excepted; thence North to the Southerly right of way line of County Road No. 1101 designated as the Ryan-Tavalli Road; thence South 69°59' West along said right of way line of said road to intersection thereof with the Northerly right of way line of State Road No. 140; thence South 74°30' East along the Northerly line of State Road No. 140 to a point due West of the initial point; thence East 100 feet to the initial point.