

Doc # 2005159829
Page 1 of 14
Date: 12/12/2005 01:37P
Filed by: US RECORDINGS INC
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$46.00

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201 a, MO 63368-2240
St. Paul, MN 55117

This Instrument was prepared by:

SAJU RAMDAS

(Name)

Citibank, P.O. Box 790017, MS 221, St. Louis, MO 63179

(Address)

Title Co.: LANDAM
Title Escrow #: 1685475VT

Loan No.: 105100408181000

Tax Parcel Number: 02062800100000

HOME EQUITY LINE OF CREDIT DEED OF TRUST

In this Deed of Trust, "You", "Your" and "Yours" means **JUNE MCDONALD, A SINGLE WOMAN AND TERRY SCHULZ, A SINGLE MAN** ("Trustor"). "We," "Us" and "Our" means **CITIBANK FEDERAL SAVINGS BANK**, which has a home office of 11800 Spectrum Center Drive, Reston, VA 22090 (beneficiary). The "Trustee" means **First American Title Company** The "Borrower" means the individual(s) who has(ve) signed the Home Equity Line of Credit Agreement and Disclosure (the "Agreement") of even date herewith and in connection with this Deed of Trust.

The "Property" means the real estate, including the leasehold (if any), located at **1802 DUNCAN CREEK RD TRAC, 1, STEVENSON, WA 98648, SKAMANIA County.** *Section 28, Township 2 North, Range 6 East, SECTION, TOWNSHIP, RANGE Skamania County, Washington*

THIS DEED OF TRUST between You and Us is made as of the date next to Your first signature below and has a final maturity date 30 years and 2 months from such date.

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Deed of Trust may not exceed **\$250,000.00** (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Deed of Trust. Obligations under the Agreement, Deed of Trust and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a reconveyance of the property to be executed to Trustor and such release is properly recorded.

TO SECURE to Us: (a) the payment and performance of all indebtedness and obligations of the Borrower under the Agreement or any modification or replacement of the Agreement; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with finance charges thereon at the variable rate described in the Agreement; and (c) the payment of any future advances made by Us to Borrower (pursuant to Paragraph 16 of this Deed of Trust (herein "Future Loan Advances")) and, in consideration of the indebtedness herein recited, You hereby irrevocably grant and convey to the Trustee, in trust for our benefit, with power of sale, the Property.

Deed of Trust, continued



TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to You to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the Property (which, if this Deed of Trust is on a unit in a condominium project or planned unit development, shall include the common elements in such project or development associated with such unit), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.

IN WITNESS WHEREOF, YOU HAVE EXECUTED THIS DEED OF TRUST, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED ON PAGES 3 THROUGH 8 FOLLOWING.

IF TRUSTOR IS AN INDIVIDUAL

<u>Terry Schulz</u>	11/23/2005	<u>June MacDonald</u>	11/23/2005
Trutor: <u>TERRY SCHULZ</u>		Trutor: <u>JUNE MCDONALD</u>	
<input type="checkbox"/> Married	<input checked="" type="checkbox"/> Unmarried	<input type="checkbox"/> Married	<input checked="" type="checkbox"/> Unmarried
		<u>Terry Schulz as her Attorney in Fact. *</u>	
Trutor:		Trutor:	
<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried
<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried

STATE OF WASHINGTON
County of Clark

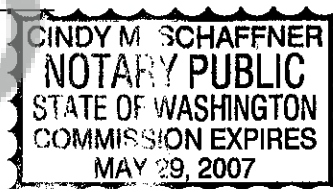
)SS:
)

* Special Power of Attorney recorded
10/26/2005 as Doc# 2005159259

On this day personally appeared before me TERRY SCHULZ and JUNE MCDONALD to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of Nov 2005.

Notary Public in and for the State of Washington residing at Camas
(date commission expires): 05/29/07



IF TRUSTOR IS A TRUST: _____
not personally but solely as trustee as aforesaid

By: _____
Title

Deed of Trust, continued



You covenant that You are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for the encumbrances of record and any first deed of trust. You covenant that You warrant and will defend generally the title to the Property against all claims and demands, except those disclosed in writing to Us as of the date of this Deed of Trust. You represent and warrant that the Property is not used principally for agricultural or farming purposes.

You and We covenant and agree as follows:

1. **Payment of Indebtedness.** Borrower shall promptly pay when due the indebtedness secured by this Deed of Trust including, without limitation, that evidenced by the Agreement.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Us under the Agreement will be applied to the principal balance and any finance charges, late charges, collection costs, and other charges owing with respect to the indebtedness secured by this Deed of Trust in such order as We may choose from time to time.
3. **Charges; Liens.** Except as expressly provided in this Paragraph 3, You shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, by Your making payments, when due, directly to the payee thereof. In the event You make payments directly to the payee thereof, upon Our request You shall promptly furnish to Us receipts evidencing such payment.

You shall make payments, when due, on any indebtedness secured by a Deed of Trust or other lien that is prior in right of time to this Deed of Trust (a "Prior Deed of Trust"). You shall promptly discharge the lien of any Prior Deed of Trust not disclosed to Us in writing at the time of application for the Agreement, provided, however, that You shall not be required to discharge any such lien so long as You shall (a) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (b) secure from the holder of such prior lien an agreement in form and substance satisfactory to Us subordinating such lien to this Deed of Trust. You shall not enter into any agreement with the holder of a Prior Deed of Trust whereby such Prior Deed of Trust, or the indebtedness secured thereby is modified, amended, extended or renewed, without Our prior written consent. You shall neither request nor allow any future advances to be secured by a Prior Deed of Trust without Our prior written consent.

4. **Hazard Insurance.** You shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as We may require (including flood insurance coverage, if required by Us) and in such amounts and for such periods as We may require. Unless We require in writing otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. All insurance policies and renewals thereof shall be in form and substance and with carriers acceptable to Us and shall include a standard mortgagee clause in favor of and in form and substance satisfactory to Us. In the event of loss, You shall give prompt notice to the insurance carrier and Us. We may make proof of loss if not made promptly by You.

If the Property is abandoned by You, or if You fail to respond to Us within thirty (30) days from the date the notice is mailed by Us to You that the insurance carrier offers to settle a claim for insurance benefits, We are authorized to collect and apply the insurance proceeds at Our option either to restoration or repair of the Property, or to sums secured by this Deed of Trust.

If the Property is acquired by Us under Paragraph 14 of this Deed of Trust, all of Your right, title and interest in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Us to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

The provisions of this Paragraph 4 shall be subject to the provisions of Paragraph 5 if this Deed of Trust covers a unit in a condominium project or planned unit development.

5. Preservation and Maintenance of Property; Condominiums and Planned Unit Developments. If this Deed of Trust is on a unit in a condominium or a planned unit development (herein "Condominium Project"), then: (a) You shall perform all of Your obligations under the declaration or covenants creating or governing the Condominium Project, the by-laws and regulations of the Condominium Project, and all constituent documents (herein "Project Documents"), including the payment when due of assessments imposed by the homeowners association or other governing body of the Condominium Project (herein "Owner's Association"); (b) You shall be deemed to have satisfied the insurance requirements under Paragraph 4 of this Deed of Trust if the Owners Association maintains in full force and effect a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage" and such other hazards (including flood insurance) as We may require, and in such amounts and for such periods as We may require naming Us as additional loss payee; (c) the provisions of any Project Documents regarding the application of any insurance proceeds from "master" or "blanket" policies covering the Condominium Project shall supersede the provisions of Paragraph 4 of this Deed of Trust to the extent necessary to avoid conflict between the provisions thereof and hereof; (d) You hereby assign to Us the right to receive distributions on account of the Property under "master" or "blanket" policies covering the Condominium Project to the extent not applied to the restoration or repair of the Property, with any such distributions in excess of the amount necessary to satisfy in full the obligations secured by this Deed of Trust being paid to You; (e) You shall give Us prompt written notice of any lapse in any insurance coverage under a "master" or "blanket" policy on the Condominium Project; and (f) You shall not, without Our prior written consent, consent to either (i) the abandonment or termination of the Condominium Project (except for the abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking or condemnation or eminent domain), (ii) any material amendment to the Project Documents (including any change in the percentage interests of the unit owners in the Condominium Project), or (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project. If the Property has rental units, You shall maintain insurance against rent loss in addition to the other hazards for which insurance is required herein.

6. Protection of Our Security. If You fail to perform Your obligations under this Deed of Trust, or if any action or proceedings adversely affects Our interest in the Property, We may, at Our option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees and to have entry upon the Property to make repairs) to perform Your obligations or to protect Our interests. Any amounts disbursed by Us pursuant to this Paragraph 6, with interest thereon at the variable rate described in the Agreement, shall become indebtedness secured by this Deed of Trust (except as expressly provided herein). Nothing contained in this Paragraph 6 shall require Us to incur any expense or take any action hereunder.

7. Inspection. We or Our agents may enter and inspect the Property, after giving You reasonable prior notice.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Us. Neither Borrower nor You will be relieved of any obligation to make payments if We apply the award received to the outstanding balance owed.

If You abandon the Property, or if, after notice by Us to You that the condemnor offers to make an award or settle a claim for damages, You fail to respond to Us within thirty (30) days after the date such notice is mailed, We are authorized to collect and apply the proceeds in the same manner as provided in Paragraph 4 hereof.

9. **Forbearance Not a Waiver.** Any forbearance by Us in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy in the future. Any waiver by Us must be in writing and signed by Us.

10. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, Your and Our respective successors and assigns, subject to the provisions of Paragraph 13 hereof. All Your covenants and agreements shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

11. **Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to You provided for in this Deed of Trust shall be given by personal delivery or by mailing such notice by first-class postage paid, addressed to You at the address of the Property shown at the beginning of this Deed of Trust or at such other address as You may designate by notice to Us as provided herein, and (b) any notice to Us shall be given by personal delivery or by mailing such notice by certified mail, return receipt requested, to Our address stated herein or to such other address as We may designate by notice to You as provided herein.

12. **Severability.** If any term of this Deed of Trust is found to be unenforceable, all other provisions will remain in full force.

13. **Due on Transfer Provision - Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in You is sold or transferred and You are not a natural person) without Our prior written consent, We may, at Our option, require immediate payment in full of all sums secured by this Deed of Trust. However, We shall not exercise this option if the exercise is prohibited by applicable law as of the date of this Deed of Trust. If We exercise this option, We shall give You notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which all sums secured by this Deed of Trust must be paid. If these sums are not paid prior to the expiration of this period, We may invoke any remedies permitted by this Deed of Trust without further notice or demand on You.

14. **Default.** If You breach any term in this Deed of Trust, or if Borrower fails to perform any obligation under the Agreement, We may, at Our option, declare all sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale under this Deed of Trust and any other remedies permitted by law. The power of sale conferred by this Deed of Trust is not an exclusive remedy. We may cause this Deed of Trust to be foreclosed as a mortgage. We may collect from You all reasonable costs incurred in enforcing the terms of this Deed of Trust, including attorney's fees and allocated costs of Our salaried employees.

15. **Assignment of Rents.** As additional security hereunder, You hereby assign to Us the rents of the Property; provided, however, that You shall have, prior to acceleration under Paragraph 14 hereof or abandonment of the Property, the right to collect and retain such rents as they become due and payable.

16. **Future Loan Advances.** Upon Your request, We at Our option may make Future Loan Advances to You or Borrower. Such Future Loan Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by a promissory note or agreement stating that said note or agreement is so secured.

17. **Release.** Upon payment of all sums secured by this Deed of Trust and any applicable Early Closure Release Fee or other fees due Us and upon (a) expiration of the Agreement or (b) Your request, We shall release this Deed of Trust and You shall pay all costs of recordation, if any.

18. **Appointment of Receiver; Lender in Possession.** Upon acceleration under this Deed of Trust or abandonment of the Property, We shall be entitled to have a receiver appointed by a court to enter upon, take possession of, and manage the Property and collect the rents of the Property including those past due. All rents collected by 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 and premiums on the receiver's bonds and reasonable attorneys fees and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

19. **Statement of Obligation.** We may collect a fee for furnishing a statement of obligation in an amount not to exceed the maximum amount permitted under applicable law.

20. **No Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for Our benefit in any capacity, without Our prior written consent.

21. **Fixture Filing.** This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to any and all fixtures included within the term "Property" as used in this Deed of Trust and with respect to any goods or other personal property that may now or hereafter become such fixtures.

22. **Third Party Waivers.** In the event that any of You has not also signed the Agreement as Borrower, each of You: (a) agrees that We may, from time to time, without notice to, consent from or demand on You, and without affecting or impairing in any way any of Our rights or Your obligations, (i) renew, extend, accelerate, compromise or change the interest rate or other terms of the Agreement and any promissory note or agreement evidencing a Future Loan Advance, and (ii) accept, waive and release other security (including guarantees) for the obligations arising under the Agreement or any promissory note or agreement evidencing a Future Loan Advance, and (b) waives (i) any right to require Us to proceed against any Borrower or any other person, proceed against or exhaust any security for the obligations secured by this Deed of Trust or pursue any other remedy in Our power whatsoever, (ii) any defense or right against Us arising out of any disability or other defense or cessation of liability of any Borrower for any reason other than full payment, (iii) any defense or right against Us arising out of Our foreclosure upon the Property, even though such foreclosure results in the loss of any right of subrogation, reimbursement or other right You have against any Borrower, (iv) all presentments, diligence, protests, demands and notice of protest, dishonor, and nonperformance, (v) until payment in full of the indebtedness secured by this Deed of Trust, any right of subrogation or the benefit of any security for such indebtedness, and (vi) the benefit of the statute of limitations affecting the Property to the extent permitted by law. Any partial payment by Borrower or other circumstance that operates to toll any statute of limitations as to such person shall operate to toll such statute as to You.

23. **Choice of Law.** The Deed of Trust will be governed by United States federal law and, to the extent the United States federal law is inapplicable, then by the laws of the Commonwealth of Virginia; except that, with regard to the perfection and enforcement of Citibank's security interest in the Property, the Deed of Trust will be governed by the law of the state where the Property is located.

24. **Your Copy.** You shall be given one conformed copy of the Agreement and this Deed of Trust.

25. **Loan Charges Legislation Affecting Our Rights.** If the Agreement 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 Agreement 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 such loan charge already collected from You or Borrower which exceeded permitted limits will be refunded to You or Borrower; We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to You or Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge due. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Deed of Trust unenforceable according to its terms, We may at Our option, require immediate payment in full of all sums secured by this Deed of Trust and may invoke any remedies permitted by Paragraph 14.

26. **Waiver of Homestead.** You waive all right of homestead exemption in the Property.

27. **Trustee Exculpation.** If this Deed of Trust is executed by a trust, You execute this Deed of Trust as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by Us and by every person hereafter claiming any right hereunder that nothing contained herein or in the Agreement shall be construed as creating any liability on You personally to pay amounts owing in connection with the Agreement or this Deed of Trust or any interest that may occur thereon, or to perform any covenants either express or implied contained in this Deed of Trust, all such liability, if any, being expressly waived, and that any recovery on the Deed of Trust or the Agreement shall be solely against and out of the Property by enforcement of the provisions of this Deed of Trust and the Agreement, but this waiver shall in no way affect the personal liability of any individual Borrower, co-maker or guarantor of this Agreement.

28. **Substitute Trustee.** We may, at Our option, from time to time, remove the Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

29. **Reconveyance.** After compliance with all requirements of the Agreement and payment of all fees due to Us, We shall request the Trustee to release and reconvey the Property to You. Trustee shall reconvey the Property without Warranty. You shall pay any fee legally charged by the Trustee for the issuance of reconveyance and all costs of recordation.

30. **One Trustor.** If there is only one person executing this Deed of Trust, You represent that You are ☐ single or ☐ married. [Check one as applicable].

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR DEED OF TRUST OR MORTGAGE**

We and You request the holder of any encumbrance with a lien which has priority over this Deed of Trust give notice to Us, at Our address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action with respect to the Property whose legal description is annexed hereto.

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Agreement secured by this Deed of Trust. The Agreement together with all other indebtedness and obligations secured by this Deed of Trust have been paid and performed in full. Trustee is hereby directed to cancel the Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all estate now held by Trustee to the persons legally entitled thereto.

Date: _____



LandAmerica

PROPERTY REPORT

Order No.: 1685475VT	Search Fee: \$ 125.00
Customer Information TERRY SCHULTZ 1802 DUNCAN CREEK RD TRAC APT 1 STEVENSON, WA 98648 County: SKAMANIA	Client Information CitiBank Home Equity Attn: NOT SUPPLIED, NOT SUPPLIED Loan No: 105100408181000

Effective Date: October 5, 2005

Search Date: October 13, 2005

Amended Date: November 18, 2005

ASSESSMENT RECORD

Land: \$74,000.00 Building: \$275,000.00 Total: \$349,000.00

DEED INFORMATION

TITLE VESTED IN: JUNE MCDONALD, A SINGLE WOMAN AND TERRY SCHULZ, A SINGLE MAN

Grantor: MAC SCHULZ ENTERPRISES, LLC

Grantee: JUNE MCDONALD, A SINGLE WOMAN AND TERRY SCHULZ, A SINGLE MAN

Date: 11/16/2005

Recorded: 11/16/2005

DVB: 2005159514

Consideration:

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF STEVENSON, COUNTY OF SKAMANIA, AND STATE OF WASHINGTON, TO WIT:

BOUNDARY LINE ADJUSTED TRACT 1 (21.14 ACRES):

A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 6 EAST, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WITH BRASS CAP MARKING THE QUARTER CORNER BETWEEN SECTIONS 28 AND 33; THENCE NORTH 00° 55' 04" EAST, 1309.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AS SHOWN IN THE "MAC DONALD SHORT PLAT" AS RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 253, SKAMANIA COUNTY AUDITOR'S RECORDS AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 88° 53' 21" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AS SHOWN IN SHORT PLAT 3-253, FOR A DISTANCE OF 1306.29 FEET TO A 5/8 INCH IRON ROD AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AS SHOWN IN BOOK 3 OF SURVEYS,

All information contained herein is deemed reliable but not guaranteed.



*****Please retain FAX as your original copy*****

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AGE 297, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE, NORTH 56° 00' 00" EAST, 20.00 FEET TO A POINT HEREINAFTER CALLED POINT "A"; THENCE CONTINUING NORTH 56° 00' 00" EAST, 20.00 FEET; THENCE SOUTH 72° 53' 30" EAST, 526.98 FEET TO THE CENTER OF DUNCAN CREEK; THENCE FOLLOWING THE CENTER OF DUNCAN CREEK, NORTH 26° 00' 00" WEST, 150.00 FEET; THENCE NORTH 49° 00' 00" WEST, 165.00 FEET; THENCE NORTH 37° 00' 00" WEST, 80.00 FEET; THENCE NORTH 66° 00' 00" WEST, 100.00 FEET; THENCE NORTH 52° 00' 00" WEST, 65.00 FEET; THENCE NORTH 30° 00' 00" WEST, 70.00 FEET; THENCE NORTH 52° 00' 00" WEST, 90.00 FEET; THENCE LEAVING THE CENTER OF DUNCAN CREEK, NORTH 49° 00' 00" EAST, 85.00 FEET; THENCE NORTH 22° 00' 00" WEST, 160.00 FEET TO THE CENTERLINE OF A 60-FOOT PRIVATE ROAD AND UTILITY EASEMENT; THENCE FOLLOWING THE CENTERLINE OF SAID 60-FOOT ROAD EASEMENT, SOUTH 59° 00' 00" WEST, 160.00 FEET; THENCE ALONG THE ARC OF A 30 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 83° 00' 00", FOR AN ARC DISTANCE OF 43.46 FEET; THENCE ALONG THE ARC OF A 366.76 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22° 00' 00", FOR AN ARC DISTANCE OF 140.83 FEET; THENCE NORTH 16° 00' 00" WEST, 75.00 FEET; THENCE ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 203° 00' 00", FOR AN ARC DISTANCE OF 177.15 FEET; THENCE SOUTH 39° 00' 00" EAST, 15.00 FEET; THENCE ALONG THE ARC OF A 100 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 38' 52", FOR AN ARC DISTANCE OF 50.00 FEET TO A POINT HEREINAFTER CALLED POINT "B"; THENCE LEAVING SAID 60-FOOT EASEMENT CENTERLINE, SOUTH 86° 25' 24" WEST, 1089.56 FEET; THENCE NORTH 29° 00' 00" WEST, 60.00 FEET TO THE POSITION OF IRON ROD NO. 3, AS SHOWN ON SURVEY 3-297; THENCE SOUTH 59° 45' 48" WEST, FOLLOWING THE NORTHWESTERLY LINE OF THE "MAC DONALD TRACT" AS DESCRIBED IN BOOK 142 OF DEEDS, PAGE 738, SKAMANIA COUNTY AUDITOR'S RECORDS, 91.57 FEET; THENCE SOUTH 53° 54' 10" WEST, 41.90 FEET TO THE CENTERLINE OF DUNCAN CREEK COUNTY ROAD AND THE NORTHWEST CORNER OF THE "MAC DONALD TRACT"; THENCE, FOLLOWING SAID CENTERLINE, ALONG THE ARC OF A 350 FOOT RADIUS CURVE TO THE LEFT, (THE "RADIAL BEARING OF WHICH IS SOUTH 84° 16' 09" EAST), THROUGH A CENTRAL ANGLE OF 31° 54' 07", FOR AN ARC DISTANCE OF 194.88 FEET; THENCE SOUTH 26° 10' 16" EAST, 102.52 FEET; THENCE ALONG THE ARC OF A 300 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25° 29' 54", FOR AN ARC DISTANCE OF 133.31 FEET; THENCE SOUTH 51° 40' 23" EAST, 32.30 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE SOUTHERLY CORNER OF SAID "MAC DONALD TRACT"; THENCE SOUTH 00° 55' 04" WEST, 78.93 FEET TO THE TRUE POINT OF BEGINNING.

BOUNDARY LINE ADJUSTED TRACT 2 (21.18 ACRES):

A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 6 EAST, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

All information contained herein is deemed reliable but not guaranteed.



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BEGINNING AT AN IRON PIPE WITH BRASS CAP MARKING THE QUARTER CORNER BETWEEN SECTION 27 AND 28 THENCE NORTH 88° 54' 56" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28 AS SHOWN IN VOLUME 3 OF SURVEYS, PAGE 297, SKAMANIA COUNTY AUDITOR'S RECORDS, 910.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 15° 31' 25" WEST, 737.57 FEET TO A POINT HEREINAFTER CALLED POINT "C"; THENCE FOLLOWING THE CENTERLINE OF A 60-FOOT PRIVATE ROAD AND UTILITY EASEMENT, NORTH 86° 00' 00" WEST, 50.00 FEET; THENCE SOUTH 80° 00' 00" WEST, 115.00 FEET; THENCE SOUTH 59° 00' 00" WEST, 160.00 FEET; THENCE ALONG THE ARC OF A 30 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 83° 00' 00", FOR AN ARC DISTANCE OF 43.46 FEET; THENCE ALONG THE ARC OF A 366.78 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22° 00' 00", FOR AN ARC DISTANCE OF 140.83 FEET; THENCE NORTH 16° 00' 00" WEST, 75.00 FEET; THENCE ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 203° 00' 00", FOR AN ARC DISTANCE OF 177.15 FEET; THENCE SOUTH 39° 00' 00" EAST, 15.00 FEET; THENCE ALONG THE ARC OF A 100 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28° 38' 52", FOR AN ARC DISTANCE OF 50.00 FEET TO A POINT HEREINAFTER CALLED POINT "B"; THENCE LEAVING SAID 60-FOOT EASEMENT CENTERLINE, SOUTH 86° 25' 24" WEST, 1089.56 FEET; THENCE NORTH 29° 00' 00" WEST, 60.00 FEET TO THE POSITION OF IRON ROD NO. 3 (SURVEY 3-297); THENCE NORTH 52° 33' 56" EAST; FOLLOWING THE NORTHWESTERLY LINE OF THE "MAC DONALD TRACT" AS DESCRIBED IN BOOK 142 OF DEEDS, PAGE 738, SKAMANIA COUNTY AUDITOR'S RECORDS, 53.22 FEET; THENCE NORTH 55° 57' 15" EAST, 49.75 FEET TO THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28; THENCE NORTH 00° 59' 04" EAST, ALONG SAID WEST LINE, 47.74 FEET TO THE WESTERLY SOUTHWEST CORNER OF THE "HEFFEMAN TRACT" AS DESCRIBED IN BOOK 142 OF DEEDS, PAGE 736; THENCE SOUTH 65° 13' 53" EAST, ALONG THE SOUTHEASTERLY LINE OF THE "HEFFEMAN TRACT", 43.13 FEET; THENCE NORTH 44° 27' 43" EAST, 253.01 FEET; THENCE NORTH 37° 32' 04" WEST, 167.04 FEET TO THE SOUTHERLY SOUTHWEST CORNER OF LOT 1 AS SHOWN IN BOOK 3 OF SHORT PLATS, PAGE 253; THENCE SOUTH 88° 54' 56" EAST, 580.49 TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 00° 53' 04" EAST, 350.10 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 86° 54' 56" EAST, ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, FOR A DISTANCE OF 1009.65 FEET TO THE TRUE POINT OF BEGINNING.

BOUNDARY ADJUSTED TRACT 3 (21.13 ACRES):

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 6 EAST, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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PROPERTY REPORT

Order No.: 1685475VT	Search Fee: \$ 125.00
Customer Information TERRY SCHULTZ 1802 DUNCAN CREEK RD TRAC APT 1 STEVENSON, WA 98648 County: SKAMANIA	Client Information CitiBank Home Equity Attn: NOT SUPPLIED, NOT SUPPLIED Loan No: 105100408181000

Effective Date: October 5, 2005

Search Date: October 13, 2005

Amended Date: November 18, 2005

BEGINNING AT AN IRON PIPE WITH BRASS CAP MARKING THE QUARTER CORNER BETWEEN SECTIONS 28 AND 27 AS SHOWN IN THE "MAC DONALD SHORT PLAT" AS RECORDED IN BOOK 3 OF SHORT PLATS; PAGE 253, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE SOUTH 00° 48' 20" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 26, AS SHOWN IN VOLUME 3 OF SURVEYS; PAGE 297, SKAMANIA COUNTY AUDITOR'S RECORDS, FOR A DISTANCE OF 330.90 FEET TO THE INTERSECTION OF THE SECTION THE WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE "CHIEN TRACT" AS DESCRIBED IN DEED BOOK 172, PAGE 103, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE SOUTH 89° 08' 43" EAST, ALONG THE NORTH LINE OF SAID "CHIEN TRACT" AND ITS WESTERLY EXTENSION, 32.00 FEET TO THE NORTHERLY NORTHWEST CORNER OF A SUBSEQUENT "CHIEN TRACT" AS DESCRIBED IN DEED BOOK 222, PAGE 37; THENCE FOLLOWING THE WESTERLY BOUNDARY OF THE LATTER "CHIEN TRACT", SOUTH 00° 44' 25" WEST, 394.28 FEET; THENCE NORTH 88° 50' 20" WEST, 32.45 FEET TO A POINT ON THE LINE BETWEEN SECTIONS 27 AND 28 THAT BEARS SOUTH 00° 48' 20" WEST, 725.00 FEET FROM THE QUARTER CORNER BETWEEN SECTION 27 AND 28; THENCE NORTH 88° 50' 20" WEST, 52.55 FEET; THENCE SOUTH 40° 00' 00" WEST, 50.00 FEET; THENCE SOUTH 20° 00' 00" WEST, 50.00 FEET; THENCE LEAVING THE WESTERLY BOUNDARY OF THE LATTER "CHIEN TRACT", NORTH 62° 00' 00" WEST, 100.00 FEET; THENCE NORTH 80° 00' 00" WEST, 120.00 FEET; THENCE SOUTH 50° 00' 00" WEST, 340.00 FEET; THENCE SOUTH 30° 35' 00" WEST, 137.09 FEET TO A 5/8 INCH IRON ROD AS SET IN BOOK 3 OF SURVEYS, PAGE 297, AT THE SOUTHWEST CORNER OF TRACT 3, SHOWN THEREON; THENCE NORTH 70° 00' 00" WEST, 300.00 FEET; THENCE NORTH 32° 04' 44" WEST, 332.68 FEET TO A POINT HEREINAFTER CALLED POINT "C"; THENCE NORTH 15° 31' 25" EAST, 737.57 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 88° 54' 56" EAST, 910.00 FEET TO THE POINT OF BEGINNING.

BOUNDARY LINE ADJUSTED TRACT 4 (21.93 ACRES):

A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 6 EAST, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WITH BRASS CAP MARKING THE QUARTER CORNER BETWEEN SECTIONS 28 AND 33; THENCE NORTH 00° 55' 04" EAST, 1309.30 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AS SHOWN IN THE "MAC DONALD SHORT PLAT" AS RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 253, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE SOUTH 88° 53' 21" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AS SHOWN IN SHORT PLAT 3-253, FOR A DISTANCE OF 1306.29 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AS SHOWN IN VOLUME 3 OF SURVEYS, PAGE 297, SKAMANIA COUNTY AUDITOR'S RECORDS AND THE TRUE POINT OF BEGINNING; THENCE NORTH 56° 00' 00" EAST, 20.00 FEET TO A POINT HEREINAFTER CALLED POINT "A"; THENCE CONTINUING NORTH 56° 00' 00" EAST, 20.00 FEET; THENCE SOUTH 72° 53' 30" EAST, 526.98 FEET TO THE CENTER OF DUNCAN CREEK;

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PROPERTY REPORT

Order No.: 1685475VT	Search Fee: \$ 125.00
Customer Information TERRY SCHULTZ 1802 DUNCAN CREEK RD TRAC APT 1 STEVENSON, WA 98648 County: SKAMANIA	Client Information CitiBank Home Equity Attn: NOT SUPPLIED, NOT SUPPLIED Loan No: 105100408181000

Effective Date: October 5, 2005

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THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE CENTER OF DUNCAN CREEK, 1857 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AT A POINT THAT BEARS NORTH 88° 51' 45" WEST, 402 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 28; THENCE NORTH 88° 51' 45" WEST, 588 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE "NICHOLS TRACT" AS DESCRIBED IN BOOK 143 OF DEEDS, PAGE 470, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE NORTH 00° 48' 20" EAST, 655.03 FEET TO A 5/8 INCH IRON ROAD (SURVEY 3-297) AT THE NORTHEAST CORNER OF THE "NICHOLS TRACT"; THENCE NORTH 88° 52' 33" WEST, 316.94 FEET TO THE NORTHWEST CORNER OF SAID "NICHOLS TRACT"; THENCE NORTH 00° 51' 42" EAST, 654.95 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 AND THE TRUE POINT OF BEGINNING.

BOUNDARY ADJUSTED TRACT 5 (22.68 ACRES):

A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 6 EAST, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WITH BRASS CAP MARKING THE QUARTER CORNER BETWEEN SECTIONS 28 AND 27 AS SHOWN IN THE "MAC DONALD SHORT PLAT" AS RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 253, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE SOUTH 00° 48' 20" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, AS SHOWN IN VOLUME 3 OF SURVEYS, PAGE 297, SKAMANIA COUNTY AUDITOR'S RECORDS, FOR A DISTANCE OF 330.90 FEET TO THE INTERSECTION OF THE SECTION LINE WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE "CHIEN TRACT" AS DESCRIBED IN DEED BOOK 172, PAGE 103, SKAMANIA COUNTY AUDITOR'S RECORDS; THENCE SOUTH 89° 08' 43" EAST, ALONG THE NORTH LINE OF SAID "CHIEN TRACT" AND ITS WESTERLY EXTENSION, 32.00 FEET TO THE NORTHERLY NORTHWEST CORNER OF A SUBSEQUENT "CHIEN TRACT" AS DESCRIBED IN DEED BOOK 222, PAGE 37; THENCE FOLLOWING THE WESTERLY BOUNDARY OF THE LATTER "CHIEN TRACT", SOUTH 00° 44' 25" WEST, 394.28 FEET; THENCE NORTH 88° 50' 20" WEST, 32.45 FEET TO A POINT ON THE LINE BETWEEN SECTIONS 27 AND 28 THAT BEARS SOUTH 00° 48' 20" WEST, 725.00 FEET FROM THE QUARTER CORNER BETWEEN SECTION 27 AND 28; THENCE NORTH 88° 50' 20" WEST, 52.55 FEET; THENCE SOUTH 40° 00' 00" WEST, 50.00 FEET; THENCE SOUTH 20° 00' 00" WEST, 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING THE WESTERLY BOUNDARY OF THE LATTER "CHIEN TRACT", NORTH 62° 00' 00" WEST, 100.00 FEET; THENCE NORTH 80° 00' 00" WEST, 120.00 FEET; THENCE SOUTH 50° 00' 00" WEST, 340.00 FEET; THENCE SOUTH 30° 35' 00" WEST, 137.05 FEET TO A 5/8 INCH IRON ROD AS SET IN BOOK 3 OF SURVEYS, PAGE 297, AT THE SOUTHWEST CORNER OF TRACT 3, SHOWN THEREON; THENCE NORTH 70° 00' 00" WEST, 300.00 FEET; THENCE NORTH 32° 04' 44" WEST, 332.68 FEET TO A POINT HEREINAFTER CALLED POINT "C"; THENCE FOLLOWING THE CENTERLINE OF A 60-FOOT PRIVATE ROAD AND UTILITY EASEMENT, NORTH 86° 00' 00" WEST, 50.00 FEET; THENCE SOUTH 80° 00' 00" WEST, 115.00 FEET; THENCE LEAVING SAID EASEMENT CENTERLINE, SOUTH 22° 00' 00" EAST, 160.00 FEET; THENCE SOUTH 49° 00' 00" WEST, 85.00 FEET TO THE CENTER OF DUNCAN CREEK;

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LandAmerica

PROPERTY REPORT

Order No.: 1685475VT	Search Fee: \$ 125.00
Customer Information TERRY SCHULTZ 1802 DUNCAN CREEK RD TRAC APT 1 STEVENSON, WA 98648 County: SKAMANIA	Client Information CitiBank Home Equity Attn: NOT SUPPLIED, NOT SUPPLIED Loan No: 105100408181000

Effective Date: October 5, 2005

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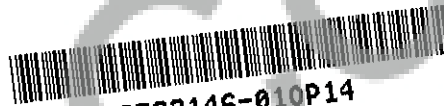
THENCE SOUTHEASTERLY AND SOUTHWESTERLY, ALONG THE CENTER OF DUNCAN CREEK, 2577 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 88° 51' 45" EAST, 402 FEET, MORE OR LESS, TO A DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 28; THENCE NORTH 00° 48' 20" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, FOR A DISTANCE OF 1756.04 FEET, TO THE SOUTHWEST CORNER OF THE LATTER "CHIEN TRACT"; THENCE SOUTH 75° 00' 00" WEST, ALONG THE EASTERLY BOUNDARY OF THE LATTER "CHIEN TRACT", 75.00 FEET; THENCE NORTH 20° 00' 00" WEST, 80.00 FEET TO THE TRUE POINT OF BEGINNING.

TAX ID #: 02-06-28-0-0-1000-00

BY FEE SIMPLE DEED FROM JUNE MCDONALD, A SINGLE WOMAN, TERRY SCHULZ, A SINGLE MAN, AND MAC SCHULZ ENTERPRISES, LLC AS SET FORTH IN INSTRUMENT NO. 2005185369 AND RECORDED ON 8/16/2005, SKAMANIA COUNTY RECORDS.

BY FEE SIMPLE DEED FROM MAC SCHULZ ENTERPRISES, LLC AS SET FORTH IN INSTRUMENT NO. 2005159514 AND RECORDED 11/16/2005, SKAMANIA COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.



U28533146-010P14
LN/CREDIT TR DEED
LOAN# 105100408181000
US Recordings

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