Doc # 2005160039 Page 1 of 9 Date: 12/29/2005 09:39A Filed by: SKAMANIA COUNTY TITLE Filed & Recorded in Official Records of SKAMANIA COUNTY J. MICHAEL GARVISON **AUDITOR** Fee: \$41.00

After Recording Return To: COUNTRYWIDE HOME LOANS, INC. MS SV-79 DOCUMENT PROCESSING P.O.Box 10423 Van Nuys, CA 91410-0423

Assessor's Parcel or Account Number: 030827000600 Abbreviated Legal Description: NE ½ SEC 27 T3N R8E 1111 BERGE ROAD HOME VALLEY, WA 98648

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

Full legal description located on page 6

Trustee:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

50TU 2843A

[Space Above This Line For Recording Data]

00012289101112005

[Doc ID #]

# DEED OF TRUST

(Line of Credit Trust Deed)

MIN 1000157-0006174438-5

THIS DEED OF TRUST, dated DECEMBER 21, 2005 , is between DARREN GALLION, A SINGLE MAN

121 COHO LOOP, BINGEN, WA 98605 the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we," "our," or "us" and FIDELITY NATIONAL TITLE INSURANCE COMPANY

as trustee and hereinafter referred to as the "Trustee," with an address at

PO BOX 32695, PHOENIX, OR 85064

for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is the "Beneficiary" under this Deed of Trust and is acting solely as nominee for

COUNTRYWIDE HOME LOANS, INC.

("Lender" or "you") and its successors and assigns, with an address of 4500 Park Granada, Calabasas, CA 91302-1613

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the premises located at:

1111 BERGE ROAD, HOME VALLEY

SKAMANIA XXXXXXX County

[State, Municipality]

Washington

98648

(the "Premises").

ZIP

 MERS HELOC - Deed of Trust 2E034-WA (11/04)(d)

Page 1 of 5

Initials: DG





The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto. The Premises are not used principally for agricultural or farming purposes.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us 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 or canceling this Deed of Trust.

TERM: The maximum term of the Note is 25 years, including any renewals or extensions thereof.

LOAN: This Deed of Trust will secure your loan to us in the principal amount of \$ 20,704.00 much thereof as may be advanced and readvanced from time to time to DARREN GALLION

or so

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated DECEMBER 21, 2005 , plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Deed of Trust will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Deed of Trust, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Deed of Trust entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

#### BORROWER'S IMPORTANT OBLIGATIONS:

- (a) PAYMENT AND PERFORMANCE: We will pay to you all amounts secured by this Deed of Trust as they become due, and shall strictly perform our obligations.
- (b) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.
- (c) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not conduct or permit any nuisance or waste on or to the Premises. We will not use the Premises illegally. If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.
- (d) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given

Initials: D6

not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

- (c) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Deed of Trust.
- (f) GOVERNMENTAL REQUIREMENTS: We will comply with all laws, ordinances and regulations applicable to the use or occupancy of the Premises.
- (g) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.
- (h) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Deeds of Trust.
- (i) PRIOR DEED OF TRUST: If the provisions of this paragraph are completed, this Deed of Trust is subject and subordinate to a prior deed of trust dated DECEMBER 22, 2005 and given by us for the benefit of

as beneficiary, in the original amount of \$165,647.00 (the "Prior Deed of Trust"). We shall not increase, amend or modify the Prior Deed of Trust without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Deed of Trust promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Deed of Trust as and when required under the Prior Deed of Trust.

- (j) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "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, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.
- (k) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.
  - (1) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Deed of Trust may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Deed of Trust without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, the Trustee may foreclose upon this Deed of Trust by notice and sale or may foreclose judicially, in either case in accordance with and to the extent provided by law. You may bid at any public sale on all or any portion of the

Initials: <u>D6</u>

CHL

DOC# 2005160039 Page 4 of 9

Property. In addition, you or the Trustee may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys fees (whether or not there is a judicial proceeding) and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Deed of Trust, and provided any obligation to make further advances under the Note has terminated, this Deed of Trust and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48501-2026

For Lender:

4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Note has terminated, the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a reconveyance of this Deed of Trust.

SEVERABILITY: If any provision in this Deed of Trust is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

GENERAL: You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

SUBSTITUTE TRUSTEE: Lender may, from time to time, appoint a successor trustee by an instrument executed and acknowledged by Lender and recorded in the county in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder.

MERGER: There shall be no merger of the interest or estate created by this Deed of Trust with any other estate or interest in the Premises at any time held by you or for your benefit without your written consent.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Prepared by: KIMBERLY FABI

## COUNTRYWIDE HOME LOANS, INC.

Branch #: 0000484 6400 LEGACY DR

PLANO, TX 75024

Phone: (800)556-6086

Br Fax No.: (888)898-1547

DATE: CASE #: DOC ID #:

00012289101112005

BORROWER: DARREN GALLION

PROPERTY ADDRESS: 1111 BERGE ROAD

12/21/2005

HOME VALLEY, WA 98648

### LEGAL DESCRIPTION EXHIBIT A

A tract of land in the South Half of the Northeast Quarter of Section 27, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania and State of Washington, described as follows:

Lot 1 of the Lyle and Mary Frenter Short Plat, recorded in Book 3 of Plats, Page 183, in the County of Skamania and State of Washington.

**FHAVA/CONV** Legal Description Exhibit A 2C404-XX (04/03)(d)





After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Assessor's Parcel or Account Number: 030827000600

Trustee:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

- [Space Above This Line For Recording Data] -

00012289101112005

### DEED OF TRUST, MORTGAGE RIDER FOR CONSTRUCTION LOAN

THIS DEED OF TRUST, MORTGAGE RIDER FOR CONSTRUCTION LOAN (this "Rider") is made as of DECEMBER 21, 2005 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to

COUNTRYWIDE HOME LOANS, INC.

(the "Lender") and covering the property described in the Security Instrument and located at:

1111 BERGE ROAD, HOME VALLEY, WA 98648

(the "Property"). The Security Instrument shall be deemed to be a "Construction Deed of Trust" for purposes of applicable state law.

ADDITIONAL COVENANTS. In addition to the covenants made in the Security Instrument, Borrower further covenants and agrees as follows:

- 1. Construction Loan Agreement. Concurrently herewith, Borrower has executed and delivered to Lender that certain Construction Loan Agreement with Security Agreement (the "Loan Agreement") and that certain Construction Loan Addendum to Note (the "Addendum"). The Security Instrument shall also secure Borrower's performance of Borrower's payment and performance of the terms and conditions of the Loan Agreement and the Addendum. A default by Borrower under the terms and conditions of the Loan Agreement or the Addendum (including but not limited to the obligation to complete the Improvements in accordance with the terms of the Loan Agreement) shall constitute a default under the Note and Security Instrument and entitle Lender to all rights and remedies thereunder. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.
- 2. Advances. The loan evidenced by the Note shall be advanced to Borrower pursuant to (and subject to the terms and conditions of) the Loan Agreement. Lender shall not be obligated to advance on a cumulative or aggregate basis any sums in excess of the face amount of the Note. The amounts secured hereunder shall include all advances under the Note, whether advanced as of the date hereof or in the future, together with such other expenditures by Lender made in accordance with the Loan Agreement or the Security Instrument, all just as if the advance or other expenditure was made on the date of this Security Instrument. The total amount of the indebtedness secured by this Security Instrument may increase or decrease from time to time, but the total unpaid balance secured by this Security Instrument shall not exceed two times the amount of the Note, together with accrued interest and all of Lender's costs, expenses, and disbursements made under this Security Instrument. Borrower and Lender have not contracted to require written notation or evidence of each future advance to be made under the Note.

CCL - WA DOT/Mortgage Rider
 2D470-WA (07/01)(d)

Page 1 of 3

Initials: <u>D6</u>





Page 8 of 9

- 3. Security Agreements; Fixture Filing. As such terms are defined in the applicable Uniform Commercial Code in the State in which the Property is located (the "Uniform Commercial Code"), the "Debtor" is Borrower, having an address of the Property, and the "Secured Party" is Lender, having an address for the transaction of business as shown for Lender on the first page of the Security Instrument. The term "Property" as used in the Security Instrument shall also include all items of personal property of any kind whatsoever, including, without limitation, all building materials, appliances, equipment, machinery, goods and fixtures (collectively, "personal property") now or hereafter located on or attached or affixed to the real property described therein or used in connection therewith and Borrower hereby grants to Lender a security interest in and to such personal property and all rents, profits and proceeds hereof. To the extent of the personal property encumbered by the Security Instrument, as herein modified, the Security Instrument constitutes a security agreement and is intended to create a security interest in such personal property in favor of Lender and to constitute a "fixture filing" in accordance with the provisions of the Uniform Commercial Code in favor of Lender with all rights and remedies of a secured party under the Uniform Commercial Code in the event of any breach of any covenant or agreement in the Security Instrument. The Security Instrument shall be self-operative with respect to such personal property and fixtures, but Borrower shall execute and deliver such other or additional financing statements, continuation statements, security agreements or instruments as Lender may request in order to perfect Lender's security interest in the personal property; notwithstanding however Borrower authorizes Lender as the Secured Party to file such other financing statements or continuation statements as Lender deems appropriate, without obtaining the signature of Borrower as Debtor. The Security Instrument constitutes a fixture filing with respect to any and all fixtures or any goods which may now be or may hereafter become fixtures included within the term "Property."
- 4. Miscellaneous. Except as modified, amended or supplemented herein, all other terms and conditions of the Security Instrument shall remain unchanged and shall be applicable and govern on and after the date hereof until the Note and all amounts secured by the Security Interest shall be paid in full. Borrower shall, upon request of Lender from time to time, execute, acknowledge, deliver and/or record such additional documents, instruments and agreements as Lender may require to confirm or evidence the occurrence of the Completion Date.
- 5. Adjustments. Notwithstanding anything in the Security Instrument or Note to the contrary, if the actual Completion Date does not occur on the Scheduled Completion Date, then Lender may at its option extend or shorten the maturity date in the Note and Security Instrument to provide the same period of time for Borrower's repayment as provided in the Note. Similarly, if the total Loan Proceeds advanced and outstanding at the time of the Completion Date are less than the principal amount indicated on the Note, then Lender may at its option re-amortize the payments under the Note and reduce the Borrower's monthly payment. If Lender opts to do either of the foregoing, Lender shall give Borrower notice of such new maturity date or reduced payment amount. Borrower hereby consents to the foregoing, and no further consent is required hereafter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

Danen M.C.	
Borrower DARREN GALLION	
Вогтоwег	
Borrower	
Borrower	

## STATE OF WASHINGTON

County of Skaman (a...
On this day personally appeared before me.

ss:

Darren Gallion

to me known to be the individual described and acknowledged that signed the same as described in and who executed the within and foregoing instrument, e same as // 5 free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this

My Appointment Expires on 7-17-2006