

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



200601050073
Skagit County Auditor

1/5/2006 Page 1 of 20 11:41AM

Assessor's Parcel or Account Number: 3869-014-004-0001
Abbreviated Legal Description:
LOT 4, BLOCK N, "CAPE HORN ON THE SKAGIT DIVISION NO. 2"

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

Full legal description located on page 2

FIRST AMERICAN TITLE CO.
B06439E-5

Trustee:
LS TITLE OF WASHINGTON

[Space Above This Line For Recording Data]

WA5618201778703
[Case #]

B86439
[Escrow/Closing #]

00012017205312005
[Doc ID #]

FHA Case No.
WA5618201778703

State of Washington

DEED OF TRUST

MIN 1000157-0005985379-2

THIS DEED OF TRUST ("Security Instrument") is made on DECEMBER 20, 2005 . The Grantor is RUSSELL J PINARD, ~~A-MARRIED-MAN~~ AND MELODEY PINARD, HUSBAND AND WIFE

("Borrower"). The trustee is
LS TITLE OF WASHINGTON
2707 COLBY AVE, STE. 1118, EVERETT, WA 98201

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, 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.
COUNTRYWIDE HOME LOANS, INC.

("Lender") is organized and existing under the laws of NEW YORK , and has an address of
4500 Park Granada, Calabasas, CA 91302-1613

Borrower owes Lender the principal sum of
ONE HUNDRED NINE THOUSAND TWENTY SIX and 00/100

Dollars (U.S. \$ 109,026.00). 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 JANUARY 01, 2036 . 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 and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in

FHA Washington Deed of Trust with MERS - 4/96

Page 1 of 7

MP
by SET AIF

RJP by
SET
Initials: AIF

VMP 4N(WA) (0305) CHL (11/03)(d) VMP Mortgage Solutions (800)521-7291

Amended 2/98



* 2 3 9 9 1 *



* 1 2 0 1 7 2 0 5 3 0 0 0 0 2 0 0 4 N *

trust, with power of sale, the following described property located in SKAGIT County, Washington:

LOT 4, BLOCK N, "CAPE HORN ON THE SKAGIT DIVISION NO. 2", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 14 THROUGH 19, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. THE FOLLOWING INFO APPLIES TO HOUSE WHICH IS AFFIXED TO AND MADE PART OF THE REAL PROPERTY; HUD TAG NOS. : ORE365281 & ORE365282 MAKE/MODEL/YEAR: PALM HARBOR/PALM HARBOR/1999 SERIAL #: PH202875

Parcel ID Number: 3869-014-004-0001 which has the address of

42006 CEDAR ST, CONCRETE [Street, City]

Washington 98237-8468 ("Property Address"); [Zip Code]

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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; 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 Security Instrument.

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.

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 and Lender covenant and agree as follows: UNIFORM COVENANTS.

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.

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 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 Instrument, each monthly payment shall also include either: (i) 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 Security Instrument is 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

Handwritten initials: MP BY SRT AIF and RJP BY SRT AIF



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

6. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. 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 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.

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 receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation

MP
DJ SRT
AIF
RJP
DJ SRT
AIF
Initials: _____



or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

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 rate, and at the option of Lender, shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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

- (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.



MP
BY SRT
AIF

RJP BY SRT
AIF
Initials: _____

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.

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 Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, 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 on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 Borrower's breach of any covenant or agreement in the Security Instrument, 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 security only.

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 Instrument; (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 or Lender's agent on Lender's written demand to the tenant.

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.

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.

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.

MP
by SRT
AIF

RJP
by SRT
AIF

Initials: _____



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
- Other [specify]
- Growing Equity Rider
- Graduated Payment Rider

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

Russell J. Pinard *by Shannon Tolbert*
his attorney in fact (Seal)
RUSSELL J. PINARD -Borrower

Melodey Pinard *by Shannon Tolbert*
her attorney in fact (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



200601050073
Skagit County Auditor

1/5/2006 Page 6 of 20 11:41AM

County of _____

} ss:

On this day personally appeared before me

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 purpose therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, _____.

Notary Public in and for the State of Washington, residing at

My Appointment Expires on

See attached



200601050073

Skagit County Auditor

1/5/2006 Page 7 of 20 11:41AM

*MP
D/SST
AIF*

*RTP
D/SST
AIF*
Initials: AIF

State of WASHINGTON }
County of SKAGIT } SS:

I certify that I know or have satisfactory evidence Shannon Tolbert the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated she is authorized to execute the instrument as Attorney in Fact for Russell J. Pinard and acknowledged the she signed the same as her free and voluntary act of such party for the uses and purposes mentioned in this instrument, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

Date: 12.27-05

B. Elizabeth Thompson

NOTARY PUBLIC
STATE OF WASHINGTON
B. ELIZABETH THOMPSON
My Appointment Expires
JUNE 19, 2007

Notary Public in and for the State of WASH.
Residing FERNDALE
My appointment expires 06/19/07

MP
by SRT
AIF

RJP
by SRT
AIF



200601050073
Skagit County Auditor

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence Shannon Tolbert the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated she is authorized to execute the instrument as Attorney in Fact for Melodey Pinard and acknowledged she signed the same as her free and voluntary act of such party for the uses and purposes mentioned in this instrument, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

Date: 1-4-06

B. Elizabeth Thompson

Notary Public in and for the State of WASHINGTON
Residing at Ferndale
My appointment expires: 06/19/07

NOTARY PUBLIC
STATE OF WASHINGTON
B. ELIZABETH THOMPSON
My Appointment Expires
JUNE 19, 2007

MP
04 SRT
AIF

LPB-12



200601050073
Skagit County Auditor
1/5/2006 Page 9 of 20 11:41AM

PLANNED UNIT DEVELOPMENT RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
PARCEL ID #:
3869-014-004-0001
Prepared By:
DEANNE JOHNSTONE

WA5618201778703
[Case #]

B86439
[Escrow/Closing #]

00012017205312005
[Doc ID #]

FHA Case No.
WA5618201778703

 -589U (0402)

CHL (06/04)(d)

Page 1 of 4

FHA Multistate PUD Rider -

VMP Mortgage Solutions, Inc. (800)521-7291 Initials: *MP* *RJP*
SLT *BY*
MF *SKT*
AIF



* 2 3 9 9 1 *



* 1 2 0 1 7 2 0 5 3 0 0 0 0 1 5 8 9 U *



200601050073
Skagit County Auditor

1/5/2006 Page 10 of 20 11:41AM

CASE #: WA5618201778703

DOC ID #: 00012017205312005

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 20th day of DECEMBER, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

42006 CEDAR ST
CONCRETE, WA 98237-8468
[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as CAPE HORN ON THE SKAGIT

[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

MP RJP
04 SAT 04 SPT
Initials: _____

VMP® -589U (0402)

CHL (06/04)

Page 2 of 4



200601050073
Skagit County Auditor

UNOFFICIAL DOCUMENT

CASE #: WA5618201778703

DOC ID #: 00012017205312005

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

MP RJP
by SRT by SRT
AIF AIF
Initials: _____

VMP -589U (0402)

CHL (06/04)

Page 3 of 7



200601050073

Skagit County Auditor

1/5/2006 Page

12 of

20 11:41AM

CASE #: WA5618201778703

DOC ID #: 00012017205312005

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

Russell J. Pinard *by Shannon Tolbert*
his Attorney in fact (Seal)
RUSSELL J. PINARD -Borrower

Melody Pinard *by Shannon Tolbert*
her attorney in fact (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

 -589U (0402)

CHL (06/04)

Page 4 of 4



200601050073
Skagit County Auditor

1/5/2006 Page 13 of 20 11:41AM

**AFFIXATION AFFIDAVIT
MANUFACTURED HOME**

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

Prepared By:

WA5618201778703
[Case #]

00012017205312005
[Doc ID #]

THE STATE OF

COUNTY OF

Section: _____ Block: N Lot: 4 Unit: _____

• Affixation Affidavit Manufactured Home
1E227-XX (08/05)(d)

Page 1 of 5



200601050073
Skagit County Auditor

CASE #: WA5618201778703

DOC ID #: 00012017205312005

BEFORE ME, the undersigned authority, on this day personally appeared
RUSSELL J. PINARD

("Borrower"), known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly sworn, did each on his or her oath state as follows:

1) The manufactured home located on the following described property located
42006 CEDAR ST, CONCRETE, WA 98237-8468
in SKAGIT County, ("Property Address") is permanently affixed to a foundation, is made a part of the land and will assume the characteristics of site-built housing.

2) The manufactured home is described as follows:
used Palm Harbor Palm Harbor
New/Used Manufacturer's Name Manufacturer's Name and Model No.
PH 202875 56x28 Attach Legal Description
Manufacturer's Serial No. Length/Width

- 3) The wheels, axles, towbar or hitch were removed when the manufactured home was placed and anchored on its permanent foundation, and the manufactured home was constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty.
- 4) All foundations, both perimeter and piers, for the manufactured home have footings that are located below the frost line and the foundation system for the manufactured home was designed by an engineer to meet the soil conditions of the Property Address.
- 5) If piers are used for the manufactured home, they are placed where the home manufacturer recommends.
- 6) If state law so requires, anchors for the manufactured home have been provided.
- 7) The foundation system of the manufactured home meets applicable state installation requirements and all permits required by governmental authorities have been obtained.
- 8) The manufactured home is permanently connected to appropriate residential utilities such as electricity, water, sewer and natural gas.
- 9) The financing transaction is intended to create a first lien in favor of Lender. No other lien or financing affects the manufactured home, other than those disclosed in writing to Lender.
- 10) The manufactured home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
- 11) The undersigned acknowledge his or her intent that the manufactured home will be an immovable fixture, a permanent improvement to the land and a part of the real property securing the Security Instrument.

• Affixation Affidavit Manufactured Home
1E227-XX (08/05)



200601050073

Skagit County Auditor

CASE #: WA5618201778703

DOC ID #: 00012017205312005

- 12) The manufactured home will be assessed and taxed by the applicable taxing jurisdiction as real estate.
- 13) The borrower is the owner of the land and any conveyance or financing of the manufactured home and the land shall be a single real estate transaction under applicable state law.

Borrower(s) certifies that Borrower(s) is in receipt of manufacturer's recommended maintenance program regarding the carpet and manufacturer's warranties covering the heating/cooling systems, hot water heater, range, etc.; and the formaldehyde health notice. This affidavit is being executed pursuant to applicable state law.

Witness

Witness

by Sharon Tollett
Russell J. Pinard his attorney in fact 12-27-05
 _____ (Borrower)
 RUSSELL J. PINARD (Date)
 6200 BARNES ROAD S #D8, JACKSONVILLE, FL 3221

by Sharon Tollett
Melody Pinard her attorney in fact 12-27-05
 _____ (Borrower)
 _____ (Date)

 _____ (Borrower)
 _____ (Date)

 _____ (Borrower)
 _____ (Date)

[Acknowledgment on Following Pages]



CASE #: WA5618201778703

DOC ID #: 00012017205312005

BORROWER ACKNOWLEDGMENT

State of _____

County of _____

This instrument was acknowledged before me on _____,
by _____

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

My commission expires:

See attached



200601050073
Skagit County Auditor

1/5/2006 Page 17 of 20 11:41AM

State of WASHINGTON }
County of SKAGIT } SS:

I certify that I know or have satisfactory evidence Shannon Tolbert the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated she is authorized to execute the instrument as Attorney in Fact for Russell J. Pinard and acknowledged the she signed the same as her free and voluntary act of such party for the uses and purposes mentioned in this instrument, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

Date: 12-27-05

B. Elizabeth Thompson

Notary Public in and for the State of WASH.
Residing FERNDALE
My appointment expires 06/19/07

NOTARY PUBLIC
STATE OF WASHINGTON
B. ELIZABETH THOMPSON
My Appointment Expires
JUNE 19, 2007



200601050073
Skagit County Auditor

State of Washington
County of Skagit } SS:

I certify that I know or have satisfactory evidence Shannon Tolbert the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated she is authorized to execute the instrument as Attorney in Fact for Melodey Pinard and acknowledged the she signed the same as her free and voluntary act of such party for the uses and purposes mentioned in this instrument, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

Date: 1-4-06 B. Elizabeth Thome

Notary Public in and for the State of WASHINGTON
Residing at FERNDALE
My appointment expires: 06/19/07

NOTARY PUBLIC
STATE OF WASHINGTON
B. ELIZABETH THOMPSON
My Appointment Expires
JUNE 19, 2007

LPB-12



200601050073
Skagit County Auditor

CASE #: WA5618201778703

DOC ID #: 00012017205312005

LENDER ACKNOWLEDGMENT

Lender's Statement of Intent:

The undersigned Lender intends that the manufactured home be an immovable fixture and a permanent improvement to the land.

LENDER:

By: *Corey L. Smith*

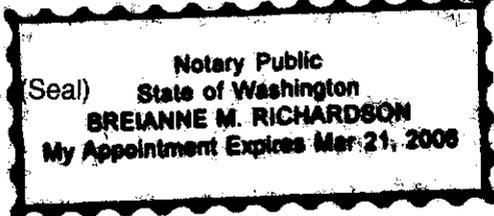
Its: Corey L. Smith

State of Washington

County of King

This instrument was acknowledged before me on December 20, 2005 [date],
by Corey L. Smith [name of agent],

Team Manager [title of agent] of
Countrywide Home Loans, Inc [name of entity acknowledging],
a Washington Mortgage Corp [state and type of entity], on behalf of Countrywide Home Loan Inc
[name of entity acknowledging].



Breianne Richardson
Signature of Notarial Officer

Notary
Title of Notarial Officer
My commission expires:

• Affixation Affidavit Manufactured Home
1E227-XX (08/05)



200601050073
Skagit County Auditor