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MASON CO. WA.

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Complaint
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SUPERIOR COURT OF WASHINGTON

COUNTY OF MASON

WILMINGTON SAVINGS FUND
SOCIETY, FSB, AS TRUSTEE OF
STANWICH MORTGAGE LOAN TRUST
A,

Plaintiff

v.

THE ESTATE OF BARRY MORRIS; THE
UNKNOWN HEIRS, DEVISEES AND
ASSIGNEES OF BARRY MORRIS;
MAUREEN ROSAS; LOUIS L. MORRIS;
JENNIFER SEACHRIST; REBECCA L.
GUY; TIMBERLAKE COMMUNITY
CLUB, INC.; DYNAMIC COLLECTORS,
INC.; AND OTHER PERSONS OR
PARTIES UNKNOWN CLAIMING ANY
RIGHT, TITLE, LIEN, OR INTEREST IN
THE REAL PROPERTY COMMONLY
KNOWN AS 230 E. STAVIS RD.,
SHELTON, WA 98584,

Defendants.

Case No.

18 2 0464 23

COMPLAINT FOR JUDICIAL
FORECLOSURE AND
DECLARATORY RELIEF

Amount in Controversy: \$381,159.34

\$240 Filing Fee under 36.18.020(2)(c)

**NOT SUBJECT TO MANDATORY
ARBITRATION**

3

Plaintiff WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF
STANWICH MORTGAGE LOAN TRUST A ("Plaintiff") alleges as follows:

I. VENUE AND JURISDICTION

1. Venue and jurisdiction is proper in this Court because the real property which is
the subject of this litigation is located in Mason County.

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II. PROPERTY

2. The real property that is the subject of this action is commonly known as 230 E. Stavis Rd., Shelton, WA 98584 ("Subject Property"), and legally described as follows:

LOTS 121 AND 122 OF TIMBERLAKE NO. 5, AS RECORDED IN VOLUME
6 OF PLATS, PAGE 145, RECORDS OF MASON COUNTY, WASHINGTON.

III. PARTIES

3. Plaintiff has the authority to exercise the interest in a deed of trust encumbering the Subject Property ("Deed of Trust"). The Deed of Trust was issued on July 23, 2007 and recorded on July 27, 2007 in the official records of Mason County as instrument number 1901866. A true and correct copy of the Deed of Trust is attached hereto as **Exhibit A** and incorporated herein by reference.

4. Defendant THE ESTATE OF BARRY MORRIS may claim an interest in the Subject Property.

5. Defendant THE UNKNOWN HEIRS, DEVISEES AND ASSIGNEES OF BARRY MORRIS may claim an interest in the Subject Property.

6. BARRY MORRIS ("Borrower") was the owner of record and his estate may claim an interest in the Subject Property. Borrower was the grantor of the Deed of Trust. Borrower is not a member of the United States Military as defined by the Servicemembers Civil Relief Act.

7. Defendants MAUREEN ROSAS; LOUIS L. MORRIS; JENNIFER SEACHRIST; REBECCA L. GUY; are potential heirs of Borrower and may claim an interest in the Subject Property.

8. Defendant TIMBERLAKE COMMUNITY CLUB, INC. is a lien claimant of record and may claim an interest in the Subject Property by way of a Homeowners Association Assessment Lien, which was recorded on January 13, 2014 in the official records of Mason County as instrument number 2019809. This claim is subsequent, subject and inferior to Plaintiff's Deed of Trust.

1 9. Defendant DYNAMIC COLLECTORS, INC. is a lien claimant of record and may
2 claim an interest in the Subject Property by way of a Judgment, which was entered on November
3 24, 2009 and may be found in the official records of the Mason County Circuit Court as Case
4 Number 10-9-00893-3. This claim is subsequent, subject and inferior to Plaintiff's Deed of Trust.

5 10. Defendant DYNAMIC COLLECTORS, INC. may claim an additional interest in
6 the Subject Property by way of a second Judgment, which was entered on April 3, 2012 and may
7 be found in the official records of the Mason County Circuit Court as Case Number 12-2-00277-
8 4. This claim is subsequent, subject and inferior to Plaintiff's Deed of Trust.

9 11. Defendant All Other Persons or Parties Unknown Claiming any Right, Title, Lien,
10 or Interest in the Real Property Commonly Known as 230 E. Stavis Rd., Shelton, WA 98584
11 may claim an interest in the Subject Property, which claim is subsequent and/or subject to the
12 lien in favor of Plaintiff under its Deed of Trust. These unknown persons include all other
13 persons claiming any legal right, title, estate, lien, interest in the property, or any occupant of the
14 property described in this Complaint. Their interest is adverse to Plaintiff's interest and
15 constitutes a cloud on title to the Subject Property.

16 **IV. STATEMENT OF FACTS**

17 12. For valuable consideration, the Borrower delivered a promissory note dated July
18 23, 2007 ("Note") Citifinancial, Inc. in the amount of \$212,029.44, plus interest at the rate of
19 9.250% per annum. A true and correct copy of the Note is attached hereto as **Exhibit B** and
20 incorporated herein by reference.

21 13. Plaintiff is informed and believes, and on that basis alleges, that Borrower is now
22 deceased and that there is currently no open probate or administration of the estate in the county
23 where the Subject Property is located.

24 14. Plaintiff qualifies as the current holder of the Note with standing to prosecute the
25 instant action by virtue of the endorsement to the Note, which is attached thereto. The Note is
26 endorsed in blank, converting it to a bearer-instrument, and Plaintiff is the bearer of the Note,
27 entitled to possession.

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1 15. Borrower failed to make payments under the terms of the Note and Deed of Trust.
2 16. Borrower failed to cure the default and as a result Plaintiff hereby accelerates and
3 demands the entire unpaid outstanding balance.
4 17. All conditions precedent have occurred or been performed.
5 18. As a result of the above facts, and pursuant to the terms of the Deed of Trust,
6 Plaintiff may pursue foreclosure of the Deed of Trust. Plaintiff knows of no other suit or action
7 that has been instituted or is now pending upon the Note or to foreclose the Deed of Trust.

8 V. FIRST CAUSE OF ACTION

9 Judicial Foreclosure

10 Plaintiff incorporates by reference its allegations contained in paragraphs 1 through 18 as
11 though fully set forth herein.

12 (Against the Estate of Barry Morris)

13 19. Payments due under the terms of the Deed of Trust are in default beginning with
14 the payment due on December 10, 2010 and all payments thereafter. The unpaid principal
15 balance due under the terms of the Note and Deed of Trust as of the date of this Complaint is
16 \$208,951.12.

17 20. Payments on the principal balance, interest and other fees necessary for the
18 preservation of Plaintiff's security interest will continue to accrue on the loan for each month
19 after the date of this Complaint. In addition, pursuant to the terms of the Deed of Trust, when
20 Plaintiff is required to advance sums for taxes or insurance, said sums shall be charged to the
21 principal due under the Note and shall likewise bear interest at the rate designated in the Note.
22 The Deed of Trust provides that the Borrower shall pay for all additional sums as Plaintiff may
23 expend to protect its interest in the Subject Property. These unknown amounts shall be
24 determined by the Court at the time of final hearing in this matter.

25 21. Based upon the aforementioned default, Plaintiff has exercised its option and
26 elected to declare the whole sum of principal and interest immediately due; the total amount of
27 principal and interest due consists of the principal sum as specified above, including additional
28 fees pursuant to the Deed of Trust, plus interest from November 10, 2010 to the present at the

1 rate under the terms of the Note, interest on the principal amount accrues for each additional day
2 to the date of judgment.

3 22. By the terms of the Deed of Trust, Borrower promised that in any action instituted
4 on the Note or Deed of Trust, Borrower would pay such sum as the Court might fix as reasonable
5 attorney fees, and that these charges would also become a lien on the Subject Property. By
6 reason of the Due and Payable status of the loan, it has become necessary for Plaintiff to engage
7 Aldridge Pite, LLP to commence and prosecute this action. The reasonable value of services of
8 counsel herein shall be determined by the Court at the final hearing in this matter.

9 23. Although notice has been given for payment of the aforesaid amounts as required
10 by the Deed of Trust, the loan remains in default to Plaintiff's damage in an amount to be
11 determined at trial.

12 24. Plaintiff seeks a declaration of this Court that the entire balance of principal,
13 accrued interest, late charges, advances, expenses and attorney fees and costs remain unpaid and
14 are due and owing on said Note and Deed of Trust.

15 **(Against All Defendants)**

16 25. Plaintiff further seeks an order and judgment foreclosing the Deed of Trust and all
17 junior interests, and authorizing the sale of the Subject Property, pursuant to the Deed of Trust,
18 with the proceeds of sale being paid first to Plaintiff in an amount equal to the entire
19 indebtedness secured by the Deed of Trust and then to the party or parties that establish a right
20 thereto.

21 26. Additionally, Plaintiff seeks a declaration that its Deed of Trust has first priority
22 over any other claims made by any of the Defendants regarding the Subject Property.

23 27. Plaintiff is informed and believes that the Subject Property is not being used now,
24 and has not been used at any time since the date of the execution and delivery of the Deed of
25 Trust, primarily for agricultural or grazing purposes.

26 28. Plaintiff also seeks an order from this Court that no redemption period apply to
27 the sale of the Subject Property in accordance with RCW 61.12.093 on the grounds that Plaintiff
28 waives all deficiency rights related to the Subject Property, the subject loan is more that six (6)

1 months in default, and on information and belief that the Subject Property has been abandoned
2 by the Borrower and unoccupied for more than six (6) months. In the event the Subject Property
3 is found to be lawfully occupied, Plaintiff seeks an eight month redemption period.

4 **VI. SECOND CAUSE OF ACTION**

5 **Declaratory Relief**
6 **(Against All Defendants)**

7 Plaintiff incorporates by reference its allegations contained in paragraphs 1 through 28 as
8 though fully set forth herein.

9 29. Defendants, and each of them, claim some interest in the Subject Property adverse
10 to Plaintiff, and a determination of the Court is necessary to ascertain the rights, obligations and
11 duties of the various parties herein. Plaintiff disputes the contentions of said Defendants.

12 30. Plaintiff seeks a judicial declaration stating the Plaintiff's security interest in the
13 Subject Property is viable; that Plaintiff holds the encumbrance with the first priority position
14 encumbering the Subject Property; that Plaintiff may foreclose judicially on the Subject Property
15 as legally described in the Deed of Trust; and that Plaintiff is entitled to payment in full of the
16 total current payoff due under the Subject Loan.

17 31. In the alternative, Plaintiff seeks a judicial declaration that Plaintiff is entitled to
18 an equitable lien of first priority on the Subject Property, in the amount of the total current payoff
19 due to Plaintiff.

20 **VII. PRAYER**

21 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as
22 follows:

23 a) That Plaintiff have judgment in the amount of the entire accelerated outstanding
24 principal balance, accrued interest, late charges, advances, expenses or other charges, plus other
25 recoverable amounts due under the terms of the Loan or advanced for escrow, taxes,
26 assessments, municipal charges, prior foreclosure expenses, property preservation or valuation
27 expenses, insurance and repairs necessary to prevent impairment of the security, and other items
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1 which may constitute liens on the Subject Property, and reasonable attorney fees and costs,
2 together with the costs of title search as provided by the terms in the Note and Deed of Trust;

3 b) To the extent Borrower is subject to an active bankruptcy case or has previously
4 received a discharge in a bankruptcy, this is not an attempt to collect a debt or as an act to
5 collect, assess, or recover all or any portion of the debt against Borrower personally, rather this is
6 an attempt to execute upon Plaintiff's lien interest in the Subject Property;

7 c) Declaring that Plaintiff will not be entitled to monetary damages, attorney fees,
8 costs, or disbursements against any Junior Interest Holder that do not contest this action;

9 d) Plaintiff's security interest in the Subject Property, as evidenced by the Note and
10 Deed of Trust, is viable and is senior, having first priority and is superior to the interests of all
11 Defendants;

12 e) That each of the Defendants and all persons claiming under any of them, after
13 execution of the Deed of Trust, whether lien claimants, judgment creditors, claimants arising
14 under junior mortgages or deeds of trust, purchasers, encumbrances or otherwise, be barred and
15 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and
16 every part of the Subject Property when the time for redemption has elapsed;

17 f) That the Sheriff be ordered to sell the Subject Property in the manner prescribed
18 by law;

19 g) That the Court permit Plaintiff or any other party to this action to become a bidder
20 and purchaser at the foreclosure sale and that any such purchaser be entitled to immediate
21 possession of the Subject Property following the sale, and is entitled to such remedies as are
22 available at law to secure possession, including a writ of assistance, if Borrower or any other
23 party or person shall refuse to surrender possession to the purchaser immediately on the
24 purchaser's demand for possession, until a redemption of the property, if any;

25 h) That an order be issued by this Court that no redemption period apply to the sale
26 of the Subject Property in accordance with RCW 61.12.093. In the event the Subject Property is
27 found to be lawfully occupied, Plaintiff seeks an eight month redemption period.

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1 i) That the sale proceeds be deposited with the court clerk to be disbursed first
2 toward the costs of sale, then toward satisfaction of Plaintiff's judgment, and any surplus
3 proceeds, if any, to be disbursed to the party or parties who establish the right thereto;

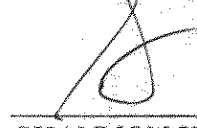
4 j) That the Court direct the Sheriff, after the time for redemption has elapsed, to
5 execute a deed to the holder of the certificate of sale, issued by the Sheriff to the purchaser at the
6 foreclosure sale;

7 k) In the alternative, Plaintiff seeks a judicial declaration that Plaintiff is entitled to
8 an equitable lien of first priority on the Subject Property, in the amount of the total due to
9 Plaintiff; and,

10 l) For such other and further relief as the Court may deem just and proper.

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13 Dated: 7/10/18

ALDRIDGE PITE, LLP



SHANNON K. CALT, WSBA # 44472
(503) 345-9877
(503) 222-2260 (Facsimile)
scalt@aldridgepite.com
Attorneys for Plaintiff

When recorded return to:
First American Title Insurance Co.,
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
ATTN: NATIONAL RECORDINGS
OLYMPIA, WA 98502

1901866 MASON CO WA

07/27/2007 12:48 PM DEDTR
FIRST AM LENDERS ADVANTAGE #10414 Rec Fee: \$45.00 Pages: 5



DEED OF TRUST

THIS DEED OF TRUST is made this 23rd day of July, 2007, among the Grantor, BARRY MORRIS, AN UNMARRIED PERSON

therein "Borrower"), FIRST AMERICAN TITLE N L A (herein "Trustee"), and the Beneficiary, CITIFINANCIAL, INC. a corporation organized and existing under the laws of Maryland whose address is 1520 COOPER POINT RD SW 290 OLYMPIA, WA 98502 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of MASON, State of Washington:

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF WA, COUNTY OF MASON, CITY OF SHELTON, DESCRIBED AS FOLLOWS:

LOT 121 AND 122 OF TIMBERLAKE NO. 5, AS RECORDED IN VOLUME 6 OF PLATS, PAGE 145, RECORDS OF MASON COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF MASON, STATE OF WASHINGTON.

PARCEL NO. 220185300121.

MORRIS
12799395 WA
FIRST AMERICAN LENDERS ADVANTAGE
DEED OF TRUST

which has the address of 230 E STAVIS RD, SHELTON Washington 98584 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated 07/23/2007 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 212,029.44, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 08/10/2037; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid 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.

5. Hazard Insurance. Borrower 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 Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's 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.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amount shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. 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 Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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

If Lender exercises this option, Lender shall give Borrower 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 Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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 lapse of such time as may be 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 such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or to the Clerk of the Superior Court of the County in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty but Lender or Trustee will collect a reconveyance fee and any fees required by public officials in connection with the payoff

BARRY L MORRIS
07/23/2007

of the indebtedness secured by this Deed of Trust. The Trustee will file all appropriate documents with the appropriate public official to evidence the satisfaction of the underlying indebtedness, and/or reconveyance of this Deed of Trust, and/or release of the Lender's interest in the Property.

21. **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 the Trustee herein and by applicable law.

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

23. **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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

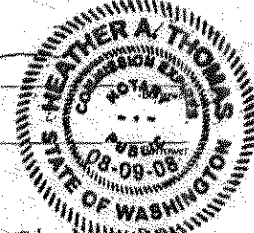
As used in this paragraph 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Barry Morris



STATE OF WASHINGTON, Thurston County ss:

On this 03 day of July, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Barry Morris, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

My Commission expires:
8-9-08

Heather A. Thomas
Notary Public in and for the State of Washington residing at:
Thurston County

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____
Original (Recorded) Copy (Branch) Copy (Customer)
WA 27128-6 6/2002 (Source Below This Line Reserved For Lender and Recorder) Page 5 of 5

Disclosure Statement Note and Security Agreement

Borrower(s) (Name and mailing address) BARRY L MORRIS 230 E STAVIS RD SHELTON WA 98584	Lender (Name address city and state) CITIFINANCIAL, INC 1520 COOPER POINT RD SW 290 OLYMPIA, WA 98502	Date of Loan 07/23/2007
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ANNUAL PERCENTAGE RATE The cost of Borrower's credit as a yearly rate 9.25%	FINANCE CHARGE The dollar amount the credit will cost Borrower \$ 404,502.58	Amount Financed The amount of credit provided to Borrower or on Borrower's behalf \$ 205,853.82	Total of Payments The amount Borrower will have paid after Borrower has made all payments as scheduled \$ 610,356.40
Payment Schedule		Security The loan is secured by real property	
Number of Payments	Amount of Payments *	When Payments Are Due	Late Charge If a payment is more than 10 days late Borrower will pay a late charge equal to the greater of 5.0% of the unpaid portion of the payment due or \$ 15.00
1	\$ 2,418.62	09/10/2007	Prepayment If Borrower pays off early Borrower may have to pay a penalty, but will not be entitled to a refund of part of the finance charge.
359	\$ 1,693.42	MONTHLY BEGINNING 10/10/2007	
	\$		
	\$		

See the contract documents for any additional information about nonpayment default, any required repayment in full before the scheduled date, and prepayment refunds and penalties

* Does not include any insurance premium

Additional Information

Total amount of first month's payment including insurance premiums, if any \$ 2,418.62	PRINCIPAL AMOUNT \$ 212,029.44	ORIGINATION FEE \$ 6,175.62	DATE CHARGES BEGIN 07/27/2007
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Required Insurance Disclosure
If Borrower grants Lender a security interest as indicated in this document, insurance to protect the Lender's interest in the collateral may be required. If this loan is secured by real property, or mobile/manufactured home, then fire, extended coverage, collision and/or comprehensive casualty insurance is required naming Lender as loss payee, until the loan is fully paid. The amount of such insurance must be sufficient to satisfy the unpaid balance of the loan or be equal to the value of the collateral whichever is less. Such insurance may be provided through an existing policy or a policy obtained independently and purchased by Borrower. Borrower may obtain such insurance from any insurer that is reasonably acceptable to Lender.

Optional Insurance Disclosure
Borrower is not required to purchase optional insurance products, such as Credit Life, Credit Disability, Involuntary Unemployment Insurance or any other optional insurance products. Lender's decision to grant credit will not be affected by Borrower's decision to purchase or decline to purchase optional insurance.

Coverage will not be provided unless Borrower signs and agrees to pay the applicable monthly premium in addition to the monthly loan payment disclosed above.

Borrower should refer to the terms contained in the applicable certificate or policy of insurance issued for the exact description of benefits, exclusions and premium rates.

If Borrower purchases insurance, Borrower's monthly payment will include both the monthly loan payment disclosed above and the applicable monthly premiums.

I/We request the following insurance:

Premium Due with the First Month's Loan Payment	First Year's Premium *	Insurance Type	First Borrower's Signature	Date
\$ NONE	\$		<i>Barry Morris</i>	7/23/07
\$ NONE	\$			
\$ NONE	\$			

(* First year's premiums are calculated on the assumption that monthly loan payments are timely made). Accrued but unpaid premium, if not paid earlier, will be due and payable at the time of the final payment on the loan. However, failure to pay premiums may result in termination of insurance as described below.

Termination of Insurance
Borrower may cancel any of the optional insurance products offered at any time. The optional insurance will terminate upon the earliest of the following occurrences:
 (1) the Lender's receipt of Borrower's written request for termination
 (2) on the date when the sum of past due premiums equal or exceed four times the first month premium,
 (3) termination pursuant to the provisions of the insurance certificate,
 (4) payment in full of Borrower's Loan
 (5) death of Borrower

TERMS In this Disclosure Statement Note and Security Agreement the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs each will be responsible individually and together for all promises made and for repaying the loan in full. The word "Lender" refers to the Lender, whose name and address are shown above.

PROMISE TO PAY In return for a loan that Borrower has received Borrower promises to pay to the order of Lender the Principal Amount (which may include an origination fee which is not refundable in the event of prepayment) shown above, plus interest on the unpaid Principal balance from the Date Charges Begin shown above until fully paid at the following Rate of Interest:

08.9172% per annum on the entire unpaid Principal balance. Lender will compute interest on the unpaid Principal balance on a daily basis from the date charges begin until Borrower repays the loan. If Borrower does not make sufficient or timely payments according to the payment schedule above Borrower will incur greater interest charges on the loan.

Principal and interest shall be payable in the substantially equal monthly installments shown above, except that any appropriate adjustments will be made to the first and final payments beginning on the first payment date shown above and continuing on the same day in each following month until paid in full. Upon the final payment date, the entire outstanding balance of Principal and interest evidenced by this Disclosure Statement Note and Security Agreement shall be due and payable. Any payment(s) which Lender accepts after the final payment date do not constitute a renewal or extension of this loan unless Lender so determines. Each payment shall be applied as follows: (1) late charges and monthly loan payments due (first to interest then principal), (2) insurance premiums due, (3) unpaid interest to the date of payment if any then (4) principal. Lender may collect interest from and after maturity upon the unpaid Principal balance at the Rate of 12% per annum.

PREPAYMENT Borrower may make or partial prepayment of the unpaid Principal balance at any (check applicable box)

If this box is checked, Borrower may prepay this loan in whole or in part at any time without penalty. However, upon partial prepayment interest will continue to accrue on any remaining Principal balance. Partial prepayment will not affect the amount or due date of subsequent scheduled payments on the loan, but may reduce the number of such payments.

If this box is checked and Borrower prepays the entire outstanding Principal amount of this loan during the first three (3) years from the date of the loan, Lender may charge Borrower a prepayment penalty equal to a percentage of the amount prepaid as follows: for prepayment in full within one year of the date of the loan, 3%; within two years, 2%; and within three years, 1%. Upon partial prepayment, interest will continue to accrue on any remaining Principal balance. Partial prepayment will not affect the amount or due date of subsequent payments on the loan, but may reduce the number of such payments.

Borrower understands if the terms of this paragraph provide for a prepayment penalty, such terms do not apply to a renewal or refinancing of this loan by Lender, nor to the prepayment of this loan from the proceeds of any loan made in the future by Lender to Borrower. No prepayment charge will be collected if the loan is accelerated due to Borrower's default or Lender's exercise of any due on sale clause in the Deed of Trust securing this obligation.

SECURITY AGREEMENT

The loan is secured by either a Deed of Trust or Mortgage on real property located at 230 E STAVIS RD SHELTON WA 98584. See either the Deed of Trust or the Mortgage for terms applicable to Lender's interest in Borrower's real property ("Property").

TAXES AND FEES Borrower will pay all taxes, assessments, and other fees payable on the Property, this Disclosure Statement, Note and Security Agreement or the loan, including but not limited to any fee required by a public official to record the satisfaction of this loan, and/or the reconveyance of a Deed of Trust and/or the release of Lender's interest in the Property. If Borrower fails to pay such amounts, Lender may pay such amounts for Borrower and the amounts paid by Lender will be added to the unpaid balance of the loan.

INSURANCE If Borrower purchases any insurance at Lender's office, Borrower understands and acknowledges that (1) the insurance company may be affiliated with Lender, (2) Lender's employee(s) may be an agent for the insurance company, (3) such employee(s) is not acting as the agent, broker or fiduciary for Borrower on this loan, but may be the agent of the insurance company, and (4) Lender or the insurance company may realize some benefit from the sale of that insurance. If Borrower fails to obtain or maintain any required insurance or fails to designate an agent through whom the insurance is to be obtained, Lender may purchase such required insurance for Borrower through an agent of Lender's choice, and the amounts paid by Lender will be added to the unpaid balance of the loan.

BAD CHECK FEE If Borrower's check is returned unpaid by the bank drawn upon, Lender may charge Borrower a fee of \$ 25.00 for each check returned to Lender.

LATE CHARGE If a payment is more than 10 days late, Borrower will pay a late charge equal to the greater of 5.0% of the unpaid portion of the payment due or \$ 15.00. Lender may, at its option, waive any late charge or portion thereof without waiving its right to require a late charge with regard to any other late payments.

LOAN CHARGES If a law that applies to this loan and that sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this loan or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

DEFAULT Borrower will be in default if:

- 1. Borrower does not make any scheduled payment on time.
- 2. Borrower is (or any other person puts Borrower) in bankruptcy, insolvency or receivership.
- 3. Any of Borrower's creditors attempts by legal process to take and keep any property of Borrower, including the Property securing this loan.
- 4. Borrower fails to fulfill any promise made under this agreement, or
- 5. A default occurs under any Real Estate Mortgage or Deed of Trust which secures this loan or under any other mortgage or deed of trust on the real property.

If Borrower defaults, Lender may require Borrower to repay the entire unpaid balance and any accrued interest at once. Lender's failure to exercise or delay in exercising any of its rights when default occurs does not constitute a waiver of those or any other rights under this agreement. If the debt is referred for collection to an attorney who is not Lender's employee, Borrower agrees to pay reasonable attorney's fees, court costs and expenses of collection as permitted by law.

LAW THAT APPLIES Federal law, including the Depository Institutions Deregulation and Monetary Control Act of 1980, and Washington law, as applicable, govern this Disclosure Statement, Note and Security Agreement. In no event will Borrower be required to pay interest or charges in excess of those permitted by law.

OTHER RIGHTS Lender may accept payments after maturity or after a default without waiving its rights with respect to any subsequent default in payment. Borrower agrees that Lender may extend time for payment after maturity without notice. The terms of this agreement can be waived or changed only in a writing signed by Lender.

Where the context requires, singular words may be read in the plural and plural words in the singular, and references to the masculine gender may be read to apply to the feminine gender.

OTHER TERMS Each Borrower under this Disclosure Statement, Note and Security Agreement, if more than one, agrees that Lender may obtain approval from one Borrower to change the repayment terms and release any Property securing the loan, or add parties to or release parties from this agreement without notice to any other Borrower and without releasing any other Borrower from his responsibilities. Lender does not have to notify Borrower before instituting suit if the note is not paid, and Lender can sue any or all Borrowers upon default by any Borrower. Borrower, endorser, sureties and guarantors, to the extent permitted by law, severally waive their right to require Lender to demand payment of amounts due to give notice of amounts that have not been paid, to receive notice of any extensions of time to pay which Lender allows to any Borrower and to require Lender to show particular diligence in bringing suit against anyone responsible for repayment of this loan, and additionally waive benefit of homestead and exemption laws now in force or later enacted, including stay of execution and condemnation, on any property securing this loan and waive the benefit of valuation and appraisement.

This Disclosure Statement, Note and Security Agreement shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them, their heirs, successors, legal representatives and assigns.

If any part of the Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and accompanying Itemization of Amount Financed and is unenforceable, this will not make any other part unenforceable.

REFINANCING The overall cost of refinancing an existing loan balance may be greater than the cost of keeping the existing loan and obtaining a second loan for any additional funds Borrower wishes to borrow.

(Intentionally left blank)

AUTHORIZATION TO USE CREDIT REPORT By signing below, Borrower authorizes Lender to obtain, and use information contained in the Borrower's credit report in order to determine whether the Borrower may qualify for products and services offered by Lender. This authorization terminates when Borrower's outstanding balance due under this Disclosure Statement, Note and Security Agreement is paid in full. Borrower may cancel such authorization at any time by writing the following: Transaction Processing, 300 St. Paul Place, BSP13A, Baltimore, MD 21202. In order to process Borrower's request, Lender must be provided Borrower's full name, address, social security number and account number.

The following notice applies only if this box is checked

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

By signing below, Borrower agrees to the terms contained herein, acknowledges receipt of a copy of this Disclosure Statement, Note and Security Agreement and, if applicable, the Mortgage or Deed of Trust and of the accompanying Itemization of Amount Financed, and authorizes the disbursements stated therein. Borrower acknowledges that Lender reviewed fully the terms and conditions of this loan, including any insurance requested by Borrower in advance of Lender presenting the loan documents to Borrower for execution and this document did not contain any blank spaces when Borrower signed it.

WITNESSES

[Signature]
[Signature]

SIGNED

[Signature] 7/23/07 (Seal)
BARRY L MORRIS -Borrower (Seal)
-Borrower (Seal)
-Borrower

CITIFINANCIAL, INC
[Signature]
By (Name and Title) 07/23/2007 10/24/43

SECURITY INTEREST OF NONOBLIGOR Borrower only is personally liable for payment of the loan. Nonobligor is liable and bound by all other terms, conditions, covenants, and agreements contained in this Disclosure Statement, Note and Security Agreement, including but not limited to the right and power of Lender to repossess and sell the Property securing this loan, in the event of default by Borrower in payment of this loan.

Signature (Seal) Date

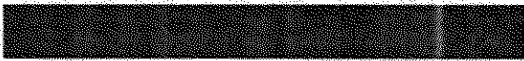
Signature (Seal) Date

ANNUAL PERCENTAGE RATE/PREPAYMENT CHARGE OPTION

Borrower BARRY L MORRIS

Lender CITIFINANCIAL, INC

1520 COOPER POINT RD SW 290
OLYMPIA, WA 98502



This Annual Percentage Rate/Prepayment Charge Option disclosure relates to Borrower's loan transaction with Lender, as indicated by the Account Number above, and to the terms of the Disclosure Statement, Note and Security Agreement that Borrower will sign at closing

_____ / _____ (applicable if checked and initialed) The annual percentage rate (APR) on Borrower's loan is 9 75, and Borrower may make a full or partial prepayment of the unpaid principal balance at any time without a prepayment charge, as reflected in Borrower's Disclosure Statement, Note and Security Agreement

BM (applicable if checked and initialed) The annual percentage rate (APR) on Borrower's loan is 9 25, and Borrower's loan is subject to a prepayment charge according to the provisions in Borrower's Disclosure Statement, Note and Security Agreement

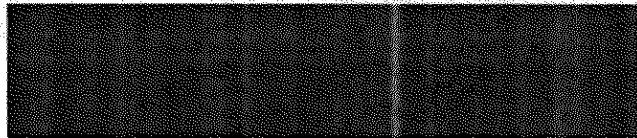
Borrower acknowledges reading and selecting an annual percentage rate/prepayment charge option by providing Borrower's initials next to the applicable box checked above and signing below

Barry Morris 7-23-05
Signature of Borrower Date

Signature of Borrower Date

NOTE ALLONGE

This indorsement is incorporated into and shall be deemed part of the Note to which it is attached



Borrower Name(s) BARRY L MORRIS
Date of Loan 07/23/2007
Amount of Loan \$212,029.44
Property Address 230 E STAVIS RD
City, State, Zip SHELTON, WA 98584

Pay to the order of

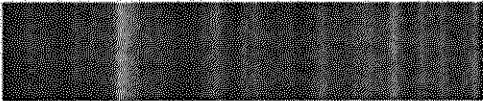
CitiFinancial Servicing LLC (a Delaware limited liability company)

Without recourse

CFNA Receivables (MD), Inc. f/k/a CitiFinancial, Inc. (a Maryland corporation)

By 

Raymond White
Vice President



ALLONGE TO NOTE

Original Loan Amount: \$212,029.44
Note Date: 07/23/2007
Borrower(s): BARRY L. MORRIS
Address: 230 E STAVIS RD
SHELTON, WA 98584-0000

PAY TO THE ORDER OF

WITHOUT RECOURSE

CITIFINANCIAL SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: *R Pascarella* Dated: OCT 24 2016
Name: Rebecca Pascarella
Title: VICE PRESIDENT

