

ORIGINAL

Appeal Court No. 36611-8-11

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION 2

In Re the Trustee's Sale of Real Property of:

ROSS D. GREER, as his separate estate

---

BRIEF OF APPELLANT ROSS D. GREER

---

Jeffrey R. Rupert, WSB 31445  
Of Attorneys for Greer  
410 SW 153<sup>rd</sup> St.  
Burien WA 98116  
FAX: (206) 246-5860  
Email: [rupertlegal@hotmail.com](mailto:rupertlegal@hotmail.com)  
Of Attorneys for Greer

Terrance J. Slominski, OSB 81376  
Of Attorneys for Greer  
7150 SW Hampton, Suite 201  
Tigard OR 97223  
FAX: 503-684-7950  
Email: [tjslominski@yahoo.com](mailto:tjslominski@yahoo.com)  
Of Attorneys for Greer

BY   
JEFFREY R. RUPERT  
ATTORNEY FOR APPELLANT  
07/20/11 PM 1:14  
COURT OF APPEALS  
STATE OF WASHINGTON

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A. ASSIGNMENT OF ERROR

The trial court erred in ordering disbursement of surplus funds from the CitiMortgage foreclosure to Citibank:

**Issues pertaining to assignments of error**

1. Can CitiBank change its recording priority for the purposes of the surplus funds statute by recording a unilateral subordination agreement after the notice of trustee's sale has been recorded?
2. Can a senior lien holder assert a remedy of "equitable subrogation" in order to claim surplus fund resulting from a foreclosure of a junior lien?

B. STATEMENT OF THE CASE

On August 23, 2002, the Deed of Trust in favor of Citibank was recorded in the Thurston County Deed Records. **CP 30, App 1.** On October 2, 2003, a Deed of Trust in favor of CitiMortgage was recorded in the Thurston County Deed Records. On July 29, 2004, CitiBank and Greer entered into an agreement to modify the terms of the loan. It did not modify the deed of trust and specifically provided that the agreement would not affect or impair CitiBank's security interest or lien priority

described in the security instrument, i.e. Deed of Trust. **CP 30, Exhibit C to Motion for Reconsideration, App 6.**

On October 2, 2006, a notice of trustee's sale to foreclose the CitiBank Deed of Trust was recorded in the Thurston County Deed Records. The notice of sale did not purport to foreclose CitiBank nor was the notice served on CitiBank. **CP 30, Exhibit B to the bank's Motion for Reconsideration, App 10.** On January 5, 2007 a non-judicial foreclosure of Greer's property was held resulting in surplus proceeds totaling \$65,015.14. **CP 5, Notice of Deposit. CP 9, Motion to Disburse Funds.**

On December 27, 2006 CitiBank executed a Subordination Agreement which purported to subordinate the 2002 Deed of Trust to CitiMortgage, Inc. Notwithstanding the document being titled an "Agreement". It was not executed by CitiMortgage. **CP 30, App 14.**

#### C. SUMMARY OF ARGUMENT

RCW 61.24.080 provides that interest in, or liens or claims of liens against the property eliminated by a foreclosure sale shall attach to the surplus funds in the order of priority that it had attached to the property. The foreclosure of the CitiMortgage Deed of Trust did not eliminate the

CitiBank Deed of Trust recorded in the prior year because the modification agreement signed by Greer and CitiBank expressly states that it does not modify the 2002 Deed Of Trust lien priority. Likewise, the subordination agreement recorded unilaterally by CitiBank after the Notice of Sale was recorded and only a few weeks before the foreclosure sale took place did not change the priority between CitiBank and CitiMortgage where CitiMortgage had advanced all of its funds pursuant to its Deed of Trust years before the trustee's notice of sale was recorded. CitiBank's assertion of equitable subordination fails because equitable subordination is a remedy that may be asserted by a lender to prevent a windfall to another. Although CitiMortgage perhaps could have asserted a claim for the remedy of equitable subordination had CitiBank attempted to foreclose its senior lien and eliminate the CitiMortgage lien, CitiMortgage has made no such claim.

D. ARGUMENT

TRIAL COURT ERRED IN ORDERING THE DISBURSEMENT OF FORECLOSURE SURPLUS FUNDS TO CITIBANK.

There is no dispute that CitiBank's Deed of Trust was recorded prior to CitiMortgage's Deed of Trust and therefore the foreclosure of the

CityMortgage Deed of Trust did not eliminate the lien of CitiBank. In order for CitiBank to claim surplus funds it would have to prove that it was a junior creditor and that its lien was eliminated by CitiMortgage's nonjudicial foreclosure.

RCW 61.24.(3) provides:

(3) The surplus, if any, less the clerk's filing fee, shall be deposited, together with written notice of the amount of the surplus, a copy of the notice of trustee's sale, and an affidavit of mailing as provided in this subsection, with the clerk of the superior court of the county in which the sale took place. The trustee shall mail copies of the notice of the surplus, the notice of trustee's sale, and the affidavit of mailing to each party to whom the notice of trustee's sale was sent pursuant to RCW 61.24.040(1). The clerk shall index such funds under the name of the grantor as set out in the recorded notice. Upon compliance with this subsection, the trustee shall be discharged from all further responsibilities for the surplus. Interests in, or liens or claims of liens against the property eliminated by sale under this section shall attach to the surplus in the order of priority that it had attached to the property. A party seeking disbursement of the surplus funds shall file a motion requesting disbursement in the superior court for the county in which the surplus funds are deposited. Notice of the motion shall be personally served upon, or mailed in the manner specified in RCW 61.24.040(1)(b), to all parties to whom the trustee mailed notice of the surplus, and any other party who has entered an appearance in the proceeding, not less than twenty days prior to the hearing of the motion.

The clerk shall not disburse such surplus except upon order of the superior court of such county.

\* \* \*

RCW 61.24.080(3) sets out the procedures and the parties who are entitled to notice of the surplus funds as well as those entitled to receive surplus funds. First, RCW 61.24.080(3) requires that the excess fees be deposited with the court, with a copy of a notice of trustee's sale together with an affidavit of mailing as provided in this subsection. Furthermore, it requires the trustee to mail copies of the notice of surplus, the notice of trustee's sale and the affidavit of mailing to each party who whom the notices of trustee's sale was sent.

RCW 61.24.040 sets out the following requirements for service of the Notice of Sale for Foreclosure and sale — Notice of sale.

A deed of trust foreclosed under this chapter shall be foreclosed as follows:

(1) At least ninety days before the sale, the trustee shall:

(a) Record a notice in the form described in RCW 61.24.040(1)(f) in the office of the auditor in each county in which the deed of trust is recorded;

(b) To the extent the trustee elects to foreclose its lien or interest, or the beneficiary elects to preserve its right to seek a deficiency judgment against a borrower or grantor under RCW 61.24.100(3)(a), and if their addresses are stated in a recorded

instrument evidencing their interest, lien, or claim of lien, or an amendment thereto, or are otherwise known to the trustee, cause a copy of the notice of sale described in RCW 61.24.040(1)(f) to be transmitted by both first class and either certified or registered mail, return receipt requested, to the following persons or their legal representatives, if any, at such address:

(i) The borrower and grantor;

(ii) The beneficiary of any deed of trust or mortgagee of any mortgage,

or any person who has a lien or claim of lien against the property, that

was recorded subsequent to the recordation of the deed of trust being

foreclosed and before the recordation of the notice of sale;

(iii) The vendee in any real estate contract, the lessee in any lease,

or

the holder of any conveyances of any interest or estate in any portion or

all of the property described in such notice, if that contract, lease, or

conveyance of such interest or estate, or a memorandum or other notice

thereof, was recorded after the recordation of the deed of trust being

foreclosed and before the recordation of the notice of sale;

(iv) The last holder of record of any other lien against or interest

in

the property that is subject to a subordination to the deed of trust being

foreclosed that was recorded before the recordation of the notice of sale;

(v) The last holder of record of the lien of any judgment subordinate to the deed of trust being foreclosed; and

(vi) The occupants of property consisting solely of a single-family residence, or a condominium, cooperative, or other dwelling unit in a multiplex or other building containing fewer than five residential units, whether or not the occupant's rental agreement is recorded,

which notice may be a single notice addressed to "occupants" for each unit known to the trustee or beneficiary;

(c) Cause a copy of the notice of sale described in RCW 61.24.040(1)(f)

to be transmitted by both first class and either certified or registered mail, return receipt requested, to the plaintiff or the plaintiff's attorney of record, in any court action to foreclose a lien or other encumbrance on all or any part of the property, provided a court action is pending and a lis pendens in connection therewith is recorded in the office of the auditor of any county in which all or part of the property is located on the date the notice is recorded;

(d) Cause a copy of the notice of sale described in RCW 61.24.040(1)(f) to be transmitted by both first class and either certified or registered mail, return receipt requested, to any person who has recorded a request for notice in accordance with RCW 61.24.045, at the address specified in such person's most recently recorded request for notice;

(e) Cause a copy of the notice of sale described in RCW 61.24.040(1)(f) to be posted in a conspicuous place on the property, or in lieu of posting, cause a copy of said notice to be served upon any occupant of the property.

Pursuant o RCW 61.24.040(1), it is important to note that as stated above RCW 61.24.040(1) only requires the trustee to mail notice of the trustee's sale to those parties who became of record subsequent to the lien or interest being foreclosed. That is exactly what the trustee did in this case. **Trustees Notice of Sale, CP 30, App 10** Paragraph VI of the Notice of Sale lists the parties' receiving notice of sale. It is a bit of a quandary

why the trustee provided an affidavit of mailing with the court that stated that the trustee mailed copies of the notice of surplus to Citibank where Citibank was not served a notice of the sale which commenced the foreclosure and was not a junior lien holder that could be foreclosed in a non-judicial sale.

**CitiBank cannot change its recording priority for the purposes of the surplus funds statute by recording a unilateral subordination**

According to documents submitted by Citibank a subordination agreement between Citibank and CitiMortgage was signed on December 27, 2006, nine days before the scheduled sale. There is no evidence that the document was recorded prior to the sale and it was neither requested or consented to by CitiMortgage or Greer. **CP 30, App 14**. There is no good reason why Citibank could, would or should have signed a subordination agreement purporting to subordinate its interest to a junior lien holder only a few days before the junior lien holder's foreclosure sale was to be held. CitiMortgage's deed of trust could not have foreclosed Citibank's interest. What is more important is that the subordination agreement itself probably was never meant to be any sort of enforceable contract between Citibank and CitiMortgage. Instead the subordination agreement seems to be some

sort of a scam for Citibank to claim funds which otherwise it would not be entitled to from a non-judicial foreclosure sale.

Although normal rules of contract apply to subordination or priority agreements, they are to be strictly construed. See *Ban-Co Investment Co. v. Loveless*, 22 Wn. App 122 (1978). In *Ban-Co*, the court noted that subordination arrangements are in the nature of a mutual enterprise, where the vendor provides the land, the purchaser the "know how" and the purchaser's lending agency the capital for the mutual beneficial purpose of developing land and disposing of it. *Ban-Co* at 134-35. In this subordination agreement there is no consideration. The document recites that the consideration is the benefit to "subordinator" from lender to induce "lender" to advance funds under its mortgage and all agreements in connection therewith. It further states in paragraph six that "it is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in paragraph 2 without this agreement". However, funds for Citimortgage, Inc. were funded three and one-half years prior to the execution of this subordination agreement. As stated before, this subordination agreement is merely a sham for the purposes of unlawfully acquiring funds belonging to Mr. Greer.

**A senior lien holder cannot assert a remedy of “equitable subrogation” in order to claim surplus fund resulting from a foreclosure of a junior lien.** CitiBank’s assertion of equitable subordination fails because equitable subordination is a remedy that may be asserted by a lender to prevent a windfall to another. See *Bank of America V. Prestance Corp.*, 160 Wn.2d 560, 160 P.3d 17 (2007)

CitiMortgage is the only party who could have appealed to a court in equity for the remedy of equitable subordination had CitiBank attempted to foreclose its senior lien and eliminate the CitiMortgage lien. There is no authority for the argument that a senior lien holder could assert equitable subrogation on behalf of a junior lien holder to benefit the senior lien holder. Most importantly RCW 61.24.080 expressly states that “Interests in, or liens or claims of liens against the property eliminated by sale under this section shall attach to the surplus in the order of priority that it had attached to the property.” When RCW 61.24.080 is read with RCW 61.24.040, it is clear that the statutory scheme is to set all priorities as of the date that the Trustee’s Notice of Sale is recorded.

**CONCLUSION**

The CitiBank Deed of Trust was not eliminated by the CitiMortgage foreclosure and therefore CitiBank is not entitled to the surplus proceeds filed with the Thurston County Court. This court should reverse the trial court and remand the case back ordering that the surplus proceeds be paid to Greer.

DATED this 26<sup>th</sup> day of October, 2007.

A handwritten signature in black ink, consisting of a large, loopy initial 'T' followed by a long horizontal stroke.

---

Terrance J. Slominski, OSB 81376  
Admitted Pro hac vice  
Attorney for Appellant

APP 1

When Recorded Mail to:  
INTEGRATED LOAN SERVICES  
27 INWOOD ROAD  
ROCKY HILL, CT 06067  
ILS # 12175698

This Instrument was prepared by:  
**MOHAMMED F KHAN**  
(Firm)  
15851 Clayton Road, Ballwin, MO 63011

Title Co.: INTEGRATED LOAN SERVICES  
Title Escrow #:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4,  
TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M., DELINEATED AS PARCEL NO. 3 OF SHORT  
SUBDIVISION NO. 22-0952 AS RECORDED NOVEMBER 21, 1978 UNDER AUDITOR'S FILE NO.  
1079600.

Loan No.: 2708070046

### HOME EQUITY LINE OF CREDIT DEED OF TRUST

In this Deed of Trust, "You", "Your" and "Yours" means ROSS D. GREER and PEGGY A. GREER, HUSBAND AND WIFE ("Trustor"). "We," "Us" and "Our" means CITIBANK FEDERAL SAVINGS BANK, which has a home office of One Sansome Street, San Francisco, CA 94104 (beneficiary). The "Trustee" means M.V. Judd P.S. The "Borrower" means ROSS D GREER ("Borrower").  
The "Agreement" means the Home Equity Line of Credit Agreement and Disclosure of even date herewith signed by the Borrower in connection with this Deed of Trust. The "Property" means the real estate, including the leasehold (if any), located at 8645 JOHNSON PT RD NE, OLYMPIA, WA 98516, THURSTON County.

App: 11904330303

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

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Deed of Trust may not exceed \$25,000.00 (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Deed of Trust. Obligations under the Agreement, Deed of Trust and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a reconveyance of the property to be executed to Trustor and such release is properly recorded.

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

HELOC Deed of Trust - Washington  
GREER

1 of 9

Rev. 7/2000  
Citibanc. F.S.B.



3457030  
Page: 1 of 9  
08/23/2002 03:13P  
Thurston Co. WA

Description: Thurston, WA Document-DocID 3457030 Page: 1 of 9  
Order: Donna Comment:

EXHIBIT \_\_\_\_\_

Deed of Trust, continued



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

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

IF TRUSTOR IS AN INDIVIDUAL

Ross D Greer 07/31/2002  
Trustor: ROSS D. GREER  
 Married  Unmarried

Deceased 07/31/2002  
Trustor: ~~PEGGY A. GREER~~  
 Married  Unmarried

Trustor:  
 Married  Unmarried

Trustor:  
 Married  Unmarried

Married  Unmarried

Married  Unmarried

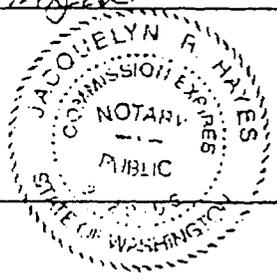
STATE OF WASHINGTON )SS:  
County of THURSTON )

On this day personally appeared before me ROSS D. GREER and ~~PEGGY A. GREER~~ <sup>Deceased</sup> to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of July 2002

Notary Public in and for the State of Washington residing at Olympia  
(date commission expires): 2-20-2003

Jacquelyn R. Hayes  
JACQUELYN R. HAYES



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

By: \_\_\_\_\_  
Title



SCHEDULE A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATED, LYING AND BEING IN THE CITY OF OLYMPIA, COUNTY OF THURSTON AND STATE OF WASHINGTON:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M., DELINEATED AS PARCEL NO. 3 OF SHORT SUBDIVISION NO. 22-0932 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NO. 1059600.

MEANING AND INTENDING TO DESCRIBE THE SAME PREMISES CONVEYED TO THE MORTGAGOR IN BOOK 1851 AT PAGE 326 DATED 8/12/91 AND RECORDED 8/14/91 IN THE THURSTON COUNTY CLERK'S OFFICE.

ASSESSOR'S PARCEL NO.: 11904330305

RETURN TO:  
CITICORP MORTGAGE, INC.  
C/O INTEGRATED LOAN SERVICES  
31 INWOOD ROAD  
ROCKY HILL, CT 06067

SECTION: --  
BLOCK: --  
LOT: --  
TOWN: OLYMPIA  
COUNTY: THURSTON



3457030  
Page: 9 of 9  
98/23/2002 00:13P  
Thurston Co. WA

APP 4

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

Assessor's Parcel or Account Number: 99-8015-30800  
Abbreviated Legal Description: See Schedule A Attached Hereto And Made A Part Hereof  
Part of SW 1/4 SW 1/2 Sec 4, Twp 19 N Range 1 W W. H. Meridian  
(Include lot, block and plat or section, township and range) Full legal description located on page 116  
Trustee: First American Title Company

15850836 (Space Above This Line For Recording Data)  
**DEED OF TRUST**

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 25, 2003 together with all Riders to this document.
- (B) "Borrower" is Ross D. Greer

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is CHMortgage, Inc.

002001036734

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3048 1/01

UAMP -61WAI 100121

Page 1 of 15

Initials: *RDG*

UAMP MORTGAGE FORMS (800) 521 7291



3582024

Page 1 of 15

10/07/2003 12:12P

US RECORDINGS, INC

DT

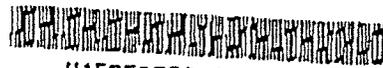
\$35.00 Thurston Co. Wa

App 5

Exhibit "A"

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 1 WEST WILLAMETTE MERIDIAN, DELINEATED AS PARCEL NUMBER 3 OF SHORT SUBDIVISION NUMBER 22-0952 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NUMBER 1059600, SITUATED IN THE COUNTY OF THURSTON AND STATE OF WASHINGTON, ABBREV. LEGAL, SW 1/4 OF THE SW 1/4 OF SEC. 4, T19N, R1W, W.M. PN 3 OF SSN 220952.

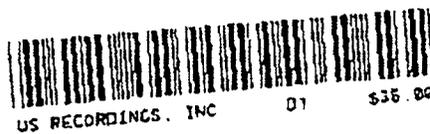
APN# 99-8015-30800



U15850836-01MD16

DEED OF TRUST  
LCAN# 1036734  
US Recordings

16



3582024  
Page: 16 of 18  
01/12/2000 12:12P  
Thurston Co., Wa.

\$35.00

01

US RECORDINGS, INC

App 6



Record and Return to:

**NATIONWIDE** Commercial Plaza II  
Suite 350  
330 Doughtyville Blvd.  
Cambridge, MA 02142  
(603) 925-9012

TC 223974

**MORTGAGE MODIFICATION AGREEMENT**

Citibank Loan #2708070046

**[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]**

**THIS AGREEMENT** is made and entered into this July 29, 2004, by and between Citibank, F.S.B., whose principal place of business is 11800 Spectrum Center Drive, Reston, VA 22090 (the "Lender"), and ROSS D. GREER, (collectively referred to herein as "Borrower"). The "Property" means the real estate located at 8645 JOHNSON POINT ROAD NE, OLYMPIA, WA 98516.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender on 08/05/2002, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as 3457030 of the Official Records of THURSTON county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of \$25,000.00, and

**WHEREAS**, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

**WHEREAS**, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

- CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to \$75,000.00 and to modify the Security Instrument so that the principal amount secured by the Security Instrument is \$75,000.00.

NBS-H-MOD-000-WA  
ORDER

1 of 4

Revised 06/01/2004  
ACAPS: 10406221015000



3747920  
Page 1 of 4  
07/13/2005 01:44P  
NATIONWIDE MOD \$22.00 Thurston Co Wa.



App 8

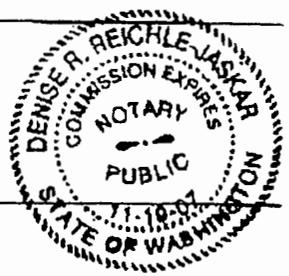
**citibank**

STATE OF WASHINGTON ISS:  
County of Thurston

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

Given under my hand and official seal this 29 day of July, 2004.

Notary Public in and for the State of Washington residing at Falcon  
(date commission expires) 11-19-07



IF TRUSTOR IS A TRUSTE: \_\_\_\_\_  
not personally but solely as trustee as aforesaid

By: \_\_\_\_\_  
Title

NHS-H-MOD-000-WA  
GREER

3 of 4

Revised 06/01/2004  
ACAPLS 104062210159006



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Page: 3 of 4  
07/13/2005 01:44P  
NATIONWIDE MOD \$22.00 Thurston Co. Wa

App 9



**NOTE AND MORTGAGE MODIFICATION AGREEMENT  
RIDER A - PROPERTY DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATED, LYING AND BEING IN THE CITY OF OLYMPIA, COUNTY OF THURSTON AND STATE OF WASHINGTON:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M. DELINEATED AS PARCEL NO. 3 OF SHORT SUBDIVISION NO. 22-0932 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NO. 1059600

MEANING AND INTENDING TO DESCRIBE THE SAME PREMISES CONVEYED TO THE MORTGAGOR IN BOOK 1851 AT PAGE 326 DATED 8/12/91 AND RECORDED 8/14/91 IN THE THURSTON COUNTY CLERK'S OFFICE.

ASSESSOR'S PARCEL NO.: 1904330303

NBS-H-MOD-000-WA  
GRLER

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Revised 26/01/2004  
ACAPS: 164062210159000



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Thurston Co. Wa.

Description: Thurston, WA Document-DocID 3747920 Page: 4 of 4

Order: Donna Comment:

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# EXHIBIT "B"

After Recording, Return to:  
Kathy Taggart  
Northwest Trustee Services, INC.  
P.O. Box 997  
Bellevue, WA 98009-0997

File No. 7301.23166/GREER, ROSS D.  
Grantors: Northwest Trustee Services, Inc.  
CitiMortgage, Inc.  
Grantee: GREER, ROSS D.

Notice of Trustee's Sale <sup>3</sup>-35  
Pursuant to the Revised Code of Washington 61.24, et seq.

3079002

## I.

On January 5, 2007, at 10:00 a.m. near the directory in front of the Thurston County Courthouse, 2000 Lakeridge Drive S.W. in the City of Olympia, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Thurston, State of Washington:

Tax Parcel ID No.: 11904330303

Abbreviated Legal: PART OF SW 1/4 SW 1/2 SEC 4, TWP 19N RANGE 1 W WILLAMETTE MERIDIAN

The part of the Southwest quarter of the Southwest quarter of Section 4, Township 19 North, Range 1 West Willamette Meridian, delineated as parcel number 3 of short subdivision number 22-0952 as recorded November 28, 1978 under Auditor's File Number 1059600. Situated in the County of Thurston and State of Washington.

Commonly known as: 8645 JOHNSON POINT ROAD NORTHEAST  
OLYMPIA, WA 98516-9558

which is subject to that certain Deed of Trust dated 07/25/03, recorded on 10/02/03, under Auditor's File No. 3582024, records of Thurston County, Washington, from Ross D. Greer, as Grantor, to First American Title Company, as Trustee, to secure an obligation in favor of CitiMortgage, Inc, as Beneficiary.

## II.



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No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate by 09/27/2006
A. Monthly Payments	\$3,416.58
B. Late Charges	\$117.60
C. Advances	\$934.34
D. Other Arrears	\$0.00
Total Arrearage	<u>\$4,468.52</u>
E. Trustee's Expenses (Itemization)	
Trustee's Fee	\$675.00
Attorneys' Fees	\$0.00
Title Report	\$421.06
Process Service	\$115.00
Statutory Mailings	\$36.00
Recording Fees	\$47.00
Publication	\$0.00
Other	\$0.00
Total Costs	<u>\$1,294.06</u>
<b>Total Amount Due:</b>	<b>\$5,762.58</b>

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$67,427.72, together with interest as provided in the note or other instrument secured from 03/01/06, and such



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other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied regarding title, possession, or encumbrances on January 5, 2007. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 12/25/06 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 12/25/06 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 12/25/06 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

ROSS D. GREER  
8645 JOHNSON POINT ROAD NORTHEAST  
OLYMPIA, WA 98516-9558

JANE DOE GREER  
SPOUSE OF ROSS D. GREER  
8645 JOHNSON POINT ROAD NORTHEAST  
OLYMPIA, WA 98516-9558

ROSS D. GREER  
2221 CARPENTER ROAD SOUTHEAST  
LACEY, WA 98503

JANE DOE GREER  
SPOUSE OF ROSS D. GREER  
2221 CARPENTER ROAD SOUTHEAST  
LACEY, WA 98503

KATHRYN A. ELLIS, TRUSTEE  
600 STEWART ST #620  
SEATTLE, WA 98101

ROSS D. GREER  
C/O MORGAN G. ZIEGLER, ATTY  
1235 4TH AVE. E. STE 200  
OLYMPIA, WA 98506

by both first class and either certified mail, return receipt requested, or registered mail on 08/31/06, proof of which is in the possession of the Trustee; and on 08/31/06 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII.



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APP 14

WHEN RECORDED RETURN TO:

Name: NORTHWEST TRUSTEE SERVICES, INC.  
Address: 11830 SW Kerr Parkway, ste 385  
City, State, Zip: Lake Oswego, OR 97035

Reference#: 7301.23166/ Ross D. Greer  
Legal Description (abbreviated): PART OF SW ¼ SW ¼ SEC 4, TWP 19N RANGE 1 W WILLAMETTE MERIDIAN  
Full legal description on page: 3  
Assessor's Tax Parcel ID#: 11904330303

**SUBORDINATION AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

1. CITIBANK FEDERAL SAVINGS BANK referred to herein as "subordinator", is the owner and holder of a DEED OF TRUST dated July 31, 2002, recorded under auditor's file No. 3457030, among the land records of Thurston County, subject to modifications thereof, recorded July 13, 2005, under auditor's file No. 3747920, among the land records of Thurston County.
2. CITIMORTGAGE, INC., A BANK, referred to herein as "lender" is the owner and holder of a DEED OF TRUST dated July 25, 2003, recorded under auditor's file No. 3582024, among the land records of Thurston County..
3. In consideration of benefits to "subordinator" from "lender", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

EXECUTED this 27th day of December, 2006.

CITIBANK FEDERAL SAVINGS BANK, SUBORDINATOR

Signature: \_\_\_\_\_

Name: Heather Kellogg

Its: Vice President

STATE OF Missouri )

COUNTY OF St Louis ) ss.

On this day personally appeared Heather Kellogg, to me known to be the Vice President of Citibank, and that he/she executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she executed the instrument in his/her authorized capacity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of December, 2006.

FRANK PREWITT  
Notary Public - State of Missouri  
County of St. Louis  
My Commission Expires May 12, 2007

Frank Prewitt  
NOTARY PUBLIC in and for the State of MO  
My commission expires 5/12/07

**LEGAL DESCRIPTION**

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 1 WEST WILLAMETTE MERIDIAN, DELINEATED AS PARCEL NUMBER 3 OF SHORT SUBDIVISION NUMBER 22-0952 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NUMBER 1059600. SITUATED IN THE COUNTY OF THURSTON AND STATE OF WASHINGTON.

APP 16

# TRUSTEE'S SALE GUARANTEE

ORDER NO.: 3079002

REFERENCE NO.: 0065238/7301.23166

LIABILITY: \$67,427.72

FEE: \$387.00

TAX: \$34.06

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

*First American Title Insurance Company*  
a corporation, herein called the Company.

## GUARANTEES

**ROUTH CRABTREE OLSEN, P.S. & NORTHWEST TRUSTEE SERVICES, INC., AS TRUSTEE  
AND CITIMORTGAGE, INC., AS BENEFICIARY**

HEREIN CALLED THE ASSURED, AGAINST LOSS NOT EXCEEDING THE LIABILITY AMOUNT STATED ABOVE WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE WHICH THE COMPANY HEREBY GIVES THAT, ACCORDING TO THE PUBLIC RECORDS, ON THE DATE STATED BELOW.

- 1 THE TITLE TO THE HEREIN DESCRIBED ESTATE OR INTEREST WAS VESTED IN THE VESTEE NAMED, SUBJECT TO THE MATTERS SHOWN AS EXCEPTIONS HEREIN, WHICH EXCEPTIONS ARE NOT NECESSARILY SHOWN IN THE ORDER OF THEIR PRIORITY.
- 2 THE NAMES AND ADDRESSES OF PERSONS WHO HAVE RECORDED REQUESTS FOR A COPY OF THE NOTICE OF SALE AND OF ADDITIONAL PERSONS WHO ARE ENTITLED TO RECEIVE A COPY OF THE NOTICE OF SALE, AS PROVIDED BY RCW 61.24.040(1)(b), (c) AND (d), ARE AS SHOWN HEREIN.

DATED: AUGUST 31, 2006

*First American Title Insurance Company*

BY GARY L. KERMOTT - PRESIDENT

BY MARCY SAVAGE  
ASSISTANT SECRETARY  
TITLE OFFICER  
PH 206-723-7215  
FX 206-448-6248

NEW TRUSTEE NO

APP 17

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN

ROSS D. GREER, AS HIS SEPARATE ESTATE.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS GUARANTEE IS

FEE SIMPLE ESTATE.

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF THURSTON AND IS DESCRIBED AS FOLLOWS:

(SEE EXHIBIT "A" ATTACHED)

EXCEPTIONS:

- 1. LIABILITY FOR ASSESSMENTS AND/OR PERSONAL PROPERTY TAXES, IF ANY.
- 2. GENERAL AND SPECIAL TAXES FOR THE CALENDAR YEAR 2007, A LIEN NOT YET DUE OR PAYABLE.
- 3. GENERAL TAXES. THE FIRST HALF BECOMES DELINQUENT AFTER APRIL 30TH. THE SECOND HALF BECOMES DELINQUENT AFTER OCTOBER 31ST.

YEAR:	2006.
AMOUNT BILLED:	\$847.93.
AMOUNT PAID:	\$446.97.
AMOUNT DUE:	\$446.97.
TAX ACCOUNT NO.:	1190-4330303.
LAND:	\$71,050.00.
IMPROVEMENTS:	\$0.00.

4. PERSONAL PROPERTY TAXES.

YEAR:	2006
AMOUNT BILLED:	\$0.00
AMOUNT PAID:	\$0.00
AMOUNT DUE:	\$0.00
ACCOUNT NO.:	99801530800

5. SAID TAXES AS BILLED FOR THE CURRENT YEAR REFLECT AN EXEMPTION AS ALLOWED UNDER RCW 84.36 FOR SENIOR CITIZENS. ANY CURTAILMENT OF THE EXEMPTION MAY RESULT IN AN ADDITIONAL AMOUNT BEING DUE FOR THE CURRENT YEAR AND FOR ANY RE-ASSESSMENT OF LAND AND IMPROVEMENT VALUES

6. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$25,000.00. AND ANY AMOUNTS OR OBLIGATIONS SECURED THEREBY. RECORDED AUGUST 23, 2002 AS INSTRUMENT NO. 3457030 OF OFFICIAL RECORDS.

DATED:	JULY 31, 2002.
GRANTOR:	ROSS D. GREER, HUSBAND
TRUSTEE:	M.V. JUDD P.S.
BENEFICIARY:	CITIBANK FEDERAL SAVINGS BANK.

NOTE: A DOCUMENT DECLARING MODIFICATIONS THEREOF RECORDED JULY 13, 2005 AS INSTRUMENT NO. 3747920 OF OFFICIAL RECORDS.

App 18

7. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$70,031.00, AND ANY AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED OCTOBER 2, 2003 AS INSTRUMENT NO. 3582024 OF OFFICIAL RECORDS.

DATED: JULY 25, 2003.  
GRANTOR: ROSS D. GREER.  
TRUSTEE: FIRST AMERICAN TITLE COMPANY.  
BENEFICIARY: CITIMORTGAGE, INC., A BANK.

8. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCELINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION.

9. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN SHORT PLAT NO. SS-0932

RECORDED: NOVEMBER 28, 1978  
RECORDING NO.: 1059600  
REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.  
A COPY OF WHICH IS HERETO ATTACHED.

10. RESTRICTIONS CONTAINED ON THE FACE OF THE PLAT AS FOLLOWS:

1. APPROVED FOR ONE SINGLE FAMILY RESIDENCE PER LOT.

2. 75% OF STORM WATER RUNOFF SHALL BE RETAINED ON SITE.

11. MANUFACTURED HOME TITLE ELIMINATION APPLICATION RECORDED DECEMBER 14, 1992 UNDER RECORDING NO. 9212140275, VOL. 2036, PAGE 706 WHICH RECITES THAT A MANUFACTURED (MOBILE) HOME IS, OR IS BEING, AFFIXED TO SAID PREMISES.

12. PROCEEDINGS PENDING IN THE BANKRUPTCY COURT OF THE WESTERN DISTRICT OF THE U. S. DISTRICT COURT, WASHINGTON, ENTITLED IN RE ROSS D GREER, DEBTOR, CASE NO. 06-40889-PBS, WHEREIN A PETITION FOR RELIEF WAS FILED ON APRIL 28, 2006.

NOTE: AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY WAS FILED JUNE 29, 2006 IN FAVOR OF CITIMORTGAGE, HOWEVER, SAID CASE HAS NOT BEEN CLOSED

13. UNLESS THE PROPERTY DESCRIBED IN THIS REPORT IS LOCATED IN KING, PIERCE OR SPOKANE COUNTIES NO SEARCH OF THE RECORDS OF THE UNITED STATES BANKRUPTCY COURT HAS BEEN MADE.

APP 19

**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF THURSTON AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 1 WEST WILLAMETTE MERIDIAN, DELINEATED AS PARCEL NUMBER 3 OF SHORT SUBDIVISION NUMBER 22-0952 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NUMBER 1059600, SITUATED IN THE COUNTY OF THURSTON AND STATE OF WASHINGTON.

INFORMATION FOR TRUSTEE

RELATIVE TO THE DEED OF TRUST SHOWN AS EXCEPTION 6

- 1 CITY IN WHICH SAID LAND IS LOCATED: UNINCORPORATED AREA
- 2 PROPERTY ADDRESS: 8654 JOHNSON POINT ROAD NORTHEAST, OLYMPIA, WA 98516.  
ASSESSORS PARCEL NO: 11904330303.  
ABBREVIATED LEGAL: PART OF SW 1/4 SW 1/2 SEC 4, TWP 19N RANGE 1 W WILLAMETTE MERIDIAN
- 3 THE NAMES AND ADDRESSES OF PERSONS WHO HAVE RECORDED REQUESTS FOR, OR ARE ENTITLED TO RECEIVE A COPY OF THE NOTICE OF SALE, AS PROVIDED BY THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ:

ROSS D. GREER  
 8645 JOHNSON POINT RD NE  
 OLYMPIA WA 98516-9558  
 (GRANTOR UNDER FCL DEED OF TRUST)

- 4 ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 (PUBLIC LAW 89-719) WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE IN A SPECIFIED MANNER TO THE SECRETARY OF TREASURY OR HIS DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN A NON-JUDICIAL SALE, AND ESTABLISHES WITH RESPECT TO SUCH LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF ANY SUCH SALE:  
  
NONE
- 5 ATTENTION IS CALLED TO THE SERVICEMEMBERS CIVIL RELIEF ACT WHICH CONTAINS INHIBITIONS AGAINST THE SALE OF THE LAND UNDER A MORTGAGE IF THE VESTEE IS ENTITLED TO THE BENEFITS OF THE ACT.
- 6 THE MAP ATTACHED HERETO MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED THEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSIVELY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP

APP 1

When Recorded Mail to:  
INTEGRATED LOAN SERVICES  
27 INWOOD ROAD  
ROCKY HILL, CT 06067  
ILS# 4-2175698

This Instrument was prepared by:  
**MOHAMMED F KHAN**  
(Name)  
15851 Clayton Road, Ballwin, MO 63011

Title Co.: INTEGRATED LOAN SERVICES  
Title Escrow #:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4,  
TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M. DELINEATED AS PARCEL NO. 1 OF SHORT  
SUBDIVISION NO. 22-0952 AS RECORDED NOVEMBER 23, 1978 UNDER AUDITOR'S FILE NO.  
1059600.

Loan No.: 2708070046

### HOME EQUITY LINE OF CREDIT DEED OF TRUST

In this Deed of Trust, "You", "Your" and "Yours" means ROSS D. GREER and PEGGY A. GREER, HUSBAND AND WIFE, ("Trustor"). "We," "Us" and "Our" means CITIBANK FEDERAL SAVINGS BANK, which has a home office of One Sansome Street, San Francisco, CA 94104 (beneficiary). The "Trustee" means M.V. Judd P.S. The "Borrower" means ROSS D GREER ("Borrower").

The "Agreement" means the Home Equity Line of Credit Agreement and Disclosure of even date herewith signed by the Borrower in connection with this Deed of Trust. The "Property" means the real estate, including the leasehold (if any), located at 8645 JOHNSON PT RD NE, OLYMPIA, WA 98516, THURSTON County.

App: 11904330303

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

The Agreement provides that the credit secured by the Property is an open-end revolving line of credit at a variable rate of interest. The maximum amount of all loan advances made to the Borrower under the Agreement and which may be secured by this Deed of Trust may not exceed \$25,000.00 (the "Credit Limit"). At any particular time, the outstanding obligation of Borrower to Us under the Agreement may be any sum equal to or less than the Credit Limit plus interest and other charges owing under the Agreement and amounts owing under this Deed of Trust. Obligations under the Agreement, Deed of Trust and any riders thereto shall not be released even if all indebtedness under the Agreement is paid, unless and until We cause a reconveyance of the property to be executed to Trustor and such release is properly recorded.

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

HELOC Deed of Trust - Washington  
GREER

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Rev. 7/2000  
Citibank, F.S.B.



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Description: Thurston, WA Document-DocID 3457030 Page: 1 of 9  
Order: Donna Comment:

EXHIBIT \_\_\_\_\_

Deed of Trust, continued



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

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

IF TRUSTOR IS AN INDIVIDUAL

Ross D. Greer 07/31/2002  
Trustor: ROSS D. GREER  
 Married  Unmarried

Deceased 07/31/2002  
Trustor: ~~PEGGY A. GREER~~  
 Married  Unmarried

Trustor:  
 Married  Unmarried

Trustor:  
 Married  Unmarried

Married  Unmarried

Married  Unmarried

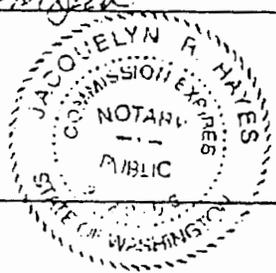
STATE OF WASHINGTON )SS:  
County of THURSTON )

On this day personally appeared before me ROSS D. GREER and ~~PEGGY A. GREER~~ <sup>Deceased</sup> to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of July, 2002

Notary Public in and for the State of Washington residing at Bellevue  
(date commission expires): 2-20-2003

Jacquelyn R. Hayes  
JACQUELYN R. HAYES



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

By: \_\_\_\_\_  
Title



SCHEDULE A

ALL THAT CERTAIN PIECE OR PARCEL OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATED, LYING AND BEING IN THE CITY OF OLYMPIA, COUNTY OF THURSTON AND STATE OF WASHINGTON:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M., DELINEATED AS PARCEL NO. 3 OF SHORT SUBDIVISION NO. 22-0932 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NO. 1059600.

MEANING AND INTENDING TO DESCRIBE THE SAME PREMISES CONVEYED TO THE MORTGAGOR IN BOOK 1851 AT PAGE 326 DATED 8/12/91 AND RECORDED 8/14/91 IN THE THURSTON COUNTY CLERK'S OFFICE.

ASSESSOR'S PARCEL NO.: 11904330303

RETURN TO:  
CITICORP MORTGAGE, INC.  
C/O INTEGRATED LOAN SERVICES  
31 INWOOD ROAD  
ROCKY HILL, CT 06067

SECTION: --  
BLOCK: --  
LOT: --  
TOWN: OLYMPIA  
COUNTY: THURSTON



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APP 4

Recording Requested by &  
When Recorded Return To:  
US Recordings, Inc.  
2926 Country Drive Ste 201  
St. Paul, MN 55117

Assessor's Parcel or Account Number: *99-8015-30360*  
Abbreviated Legal Description: See Schedule A Attached Hereto And Made A Part Hereof  
*Part of SW 1/4 SW 1/2 Sec 4, Twp 19 N Range 1 W W. Mainette Meridian*  
(Include lot, block and plat or section, township and range) Full legal description located on page *XIV*  
Trustee: First American Title Company

15850836

(Space Above This Line For Recording Data)

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 25, 2003 together with all Riders to this document.
- (B) "Borrower" is Ross D. Greer

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is CHM Mortgage, Inc.

002001036734

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3048 1/01

 61WAI 10012

Page 1 of 15

Initials: *RD*

VFAP MORTGAGE FORMS (80C1521 7291)



3582024

Page 1 of 16

10/02/2003 12:12P

US RECORDINGS, INC

DT

\$35.00 Thurston Co. Wa

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Exhibit "A"

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 1 WEST WILLAMETTE MERIDIAN, DELINEATED AS PARCEL NUMBER 3 OF SHORT SUBDIVISION NUMBER 22-0252 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NUMBER 1029600. SITUATED IN THE COUNTY OF THURSTON AND STATE OF WASHINGTON. ABBRV. LEGAL. SW 1/4 OF THE SW 1/4 OF SEC. 4, T19N, R1W, W.M. PN 3 OF SSN 220932.

APN# 99-8015-30800



U15850836-01HD16

DEED OF TRUST  
LCAN# 1826734  
US Recordings

16



3582024  
Page: 16 of 18  
8/27/2003 12:12P  
Thurston Co. Wa.

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**citibank**

Record and Return to:

**NATIONWIDE** Southpoint Plaza II 1  
Suite 320 2  
330 Southpoint Blvd. 2  
Cary, NC 27513  
(800) 922-3022

TC 223974

**MORTGAGE MODIFICATION AGREEMENT**

Citibank Loan #2708070046

**[PROPERTY DESCRIPTION - SEE ATTACHED RIDER A]**

**THIS AGREEMENT** is made and entered into this **July 29, 2004**, by and between Citibank, **U.S.A.**, whose principal place of business is **11800 Spectrum Center Drive, Reston, VA 22090** (the "Lender"), and **ROSS D. GREER** (collectively referred to herein as "Borrower"). The "Property" means the real estate located at **8645 JOHNSON POINT ROAD NE, OLYMPIA, WA 98516**.

**WHEREAS**, Borrower obtained a home equity line of credit from Lender on **08/05/2002**, which line of credit is evidenced by a Home Equity Line of Credit Agreement and Disclosure (referred to herein as the "Note") and secured by a Security Instrument ("Security Instrument") in the form of a mortgage or deed of trust recorded as **3457030** of the Official Records of **THURSTON** county (or if secured by a co-op, a security interest in the stock ownership of the co-op). The original Security Instrument was in the principal amount of **\$25,000.00**, and

**WHEREAS**, all terms used herein and not otherwise defined shall have the meaning set forth in the Note; and

**WHEREAS**, Borrower has requested that the Credit Limit set forth in the Note be increased, and Lender is willing to allow the Credit Limit to be so increased.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

- CREDIT LIMIT INCREASE.** Borrower and Lender hereby agree to increase the Credit Limit set forth in the Note to **\$75,000.00** and to modify the Security Instrument so that the principal amount secured by the Security Instrument is **\$75,000.00**.

NBS-H/M/D-000-WA  
ORLER

1 of 4

Revised 06/01/2004  
ACAS: 10406221015000



3747920

Page 1 of 4

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NATIONWIDE

MOD \$22.00 Thurston Co Wa.

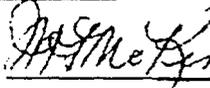


- 2. **NO OTHER MODIFICATION.** Except as otherwise set forth herein, all other terms and conditions of the Note and Security Instrument shall remain unchanged and in full force and effect.
- 3. **SECURITY INSTRUMENT.** Lender and Borrower agree that the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.
- 4. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower acknowledge there are no additional terms or agreements between them, oral or written.
- 5. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note or Security Instrument.
- 6. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable or otherwise affect a lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply.

LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

 07/29/2004 \_\_\_\_\_  
 ROSS D. GREER Date Date  
 \_\_\_\_\_ Date \_\_\_\_\_ Date  
 \_\_\_\_\_ Date \_\_\_\_\_ Date

Citibank, F.S.B.

By:  \_\_\_\_\_  
 Name: ML MCKINNEY, A/P \_\_\_\_\_  
 Title: A/P \_\_\_\_\_

NDS-11-MOD-001-WA  
GREER

2 of 4

Revised 06/01/2004  
ACAPS: 10406221015900



NATIONWIDE

MOD

\$22.00

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Thurston Co. Wa

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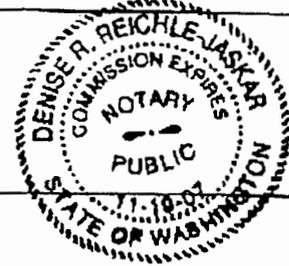
**citibank\***

STATE OF WASHINGTON )  
County of Thurston )

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

Given under my hand and official seal this 29 day of July, 2004

Notary Public in and for the State of Washington residing at Falcon  
(date commission expires): 11-19-07



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

By: \_\_\_\_\_  
Title

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**NOTE AND MORTGAGE MODIFICATION AGREEMENT  
RIDER A - PROPERTY DESCRIPTION**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATED, LYING AND BEING IN THE CITY OF OLYMPIA, COUNTY OF THURSTON AND STATE OF WASHINGTON:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 1 WEST, W.M. DELINEATED AS PARCEL NO. 3 OF SHORT SUBDIVISION NO. 22-0932 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NO. 1059600

MEANING AND INTENDING TO DESCRIBE THE SAME PREMISES CONVEYED TO THE MORTGAGOR IN BOOK 1851 AT PAGE 326 DATED 8/12/91 AND RECORDED 8/14/91 IN THE THURSTON COUNTY CLERK'S OFFICE.

ASSESSOR'S PARCEL NO.: 1904330303



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# EXHIBIT "B"

After Recording, Return to:  
Kathy Taggart  
Northwest Trustee Services, INC.  
P.O. Box 997  
Bellevue, WA 98009-0997

File No. 7301.23166/GREER, ROSS D.  
Grantors: Northwest Trustee Services, Inc.  
CitiMortgage, Inc.  
Grantee: GREER, ROSS D.

Notice of Trustee's Sale <sup>③</sup>-35  
Pursuant to the Revised Code of Washington 61.24, et seq.

I.

3079002

On January 5, 2007, at 10:00 a.m. near the directory in front of the Thurston County Courthouse, 2000 Lakeridge Drive S.W. in the City of Olympia, State of Washington, the undersigned Trustee (subject to any conditions imposed by the trustee to protect lender and borrower) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property, situated in the County(ies) of Thurston, State of Washington:

Tax Parcel ID No.: 11904330303

Abbreviated Legal: PART OF SW 1/4 SW 1/2 SEC 4, TWP 19N RANGE 1 W WILLAMETTE MERIDIAN

The part of the Southwest quarter of the Southwest quarter of Section 4, Township 19 North, Range 1 West Willamette Meridian, delineated as parcel number 3 of short subdivision number 22-0952 as recorded November 28, 1978 under Auditor's File Number 1059600. Situated in the County of Thurston and State of Washington.

Commonly known as: 8645 JOHNSON POINT ROAD NORTHEAST  
OLYMPIA, WA 98516-9558

which is subject to that certain Deed of Trust dated 07/25/03, recorded on 10/02/03, under Auditor's File No. 3582024, records of Thurston County, Washington, from Ross D. Greer, as Grantor, to First American Title Company, as Trustee, to secure an obligation in favor of CitiMortgage, Inc. as Beneficiary.

II.



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No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Grantor's or Borrower's default on the obligation secured by the Deed of Trust.

## III.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

	Amount due to reinstate by 09/27/2006
A. Monthly Payments	\$3,416.58
B. Late Charges	\$117.60
C. Advances	\$934.34
D. Other Arrears	\$0.00
Total Arrearage	<u>\$4,468.52</u>
E. Trustee's Expenses (Itemization)	
Trustee's Fee	\$675.00
Attorneys' Fees	\$0.00
Title Report	\$421.06
Process Service	\$115.00
Statutory Mailings	\$36.00
Recording Fees	\$47.00
Publication	\$0.00
Other	\$0.00
Total Costs	<u>\$1,294.06</u>
<b>Total Amount Due:</b>	<b>\$5,762.58</b>

Other potential defaults do not involve payment to the Beneficiary. If applicable, each of these defaults must also be cured. Listed below are categories of common defaults which do not involve payment of money to the Beneficiary. Opposite each such listed default is a brief description of the action/documentation necessary to cure the default. The list does not exhaust all possible other defaults; any defaults identified by Beneficiary or Trustee that are not listed below must also be cured.

OTHER DEFAULT	ACTION NECESSARY TO CURE
Nonpayment of Taxes/Assessments	Deliver to Trustee written proof that all taxes and assessments against the property are paid current
Default under any senior lien	Deliver to Trustee written proof that all senior liens are paid current and that no other defaults exist
Failure to insure property against hazard	Deliver to Trustee written proof that the property is insured against hazard as required by the Deed of Trust
Waste	Cease and desist from committing waste, repair all damage to property and maintain property as required in Deed of Trust
Unauthorized sale of property (Due on Sale)	Revert title to permitted vestee

## IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$67,427.72, together with interest as provided in the note or other instrument secured from 03/01/06, and such



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other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied regarding title, possession, or encumbrances on January 5, 2007. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 12/25/06 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 12/25/06 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 12/25/06 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

NAME AND ADDRESS

ROSS D. GREER  
8645 JOHNSON POINT ROAD NORTHEAST  
OLYMPIA, WA 98516-9558

JANE DOE GREER  
SPOUSE OF ROSS D. GREER  
8645 JOHNSON POINT ROAD NORTHEAST  
OLYMPIA, WA 98516-9558

ROSS D. GREER  
2221 CARPENTER ROAD SOUTHEAST  
LACEY, WA 98503

JANE DOE GREER  
SPOUSE OF ROSS D. GREER  
2221 CARPENTER ROAD SOUTHEAST  
LACEY, WA 98503

KATHRYN A. ELLIS, TRUSTEE  
600 STEWART ST #620  
SEATTLE, WA 98101

ROSS D. GREER  
C/O MORGAN G. ZIEGLER, ATTY  
1235 4TH AVE. E. STE 200  
OLYMPIA, WA 98506

by both first class and either certified mail, return receipt requested, or registered mail on 08/31/06, proof of which is in the possession of the Trustee; and on 08/31/06 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII.



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FIRST AMERICAN TITLE NTS \$35.00

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The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their right, title and interest in the above-described property.

LX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

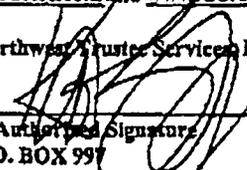
X.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the 20<sup>th</sup> day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

The trustee's rules of auction may be accessed at [www.northwesttrustee.com](http://www.northwesttrustee.com) and are incorporated by this reference. You may also access sale status at [www.northwesttrustee.com](http://www.northwesttrustee.com) and [www.USA-Foreclosure.com](http://www.USA-Foreclosure.com).

EFFECTIVE: 09/30/2006

Northwest Trustee Services Inc., Trustee

By   
Authorized Signature  
P.O. BOX 997  
Bellevue, WA 98009-0997  
Contact: Kathy Taggart  
(425) 586-1900

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Kathy Taggart is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/30/06

  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellevue  
My commission expires 10/31/09

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC YKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

2001036734  
File No: 7301.23166  
Client: CitiMortgage, Inc.  
Borrower: GREER, ROSS D.

SERVING WASHINGTON, OREGON, IDAHO & ALASKA

This is an attempt to collect a debt and any information obtained will be used for that purpose.



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WHEN RECORDED RETURN TO:

Name: NORTHWEST TRUSTEE SERVICES, INC.  
Address: 11830 SW Kerr Parkway, ste 385  
City, State, Zip: Lake Oswego, OR 97035

---

Reference#: 7301.23166/ Ross D. Greer  
Legal Description (abbreviated): PART OF SW ¼ SW ¼ SEC 4, TWP 19N RANGE 1 W WILLAMETTE MERIDIAN  
Full legal description on page: 3  
Assessor's Tax Parcel ID#: 11904330303

**SUBORDINATION AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

1. CITIBANK FEDERAL SAVINGS BANK referred to herein as "subordinator", is the owner and holder of a DEED OF TRUST dated July 31, 2002, recorded under auditor's file No. 3457030, among the land records of Thurston County, subject to modifications thereof, recorded July 13, 2005, under auditor's file No. 3747920, among the land records of Thurston County.
2. CITIMORTGAGE, INC., A BANK, referred to herein as "lender" is the owner and holder of a DEED OF TRUST dated July 25, 2003, recorded under auditor's file No. 3582024, among the land records of Thurston County.
3. In consideration of benefits to "subordinator" from "lender", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

APP 15

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

EXECUTED this 27<sup>th</sup> day of December, 2006.

CITIBANK FEDERAL SAVINGS BANK, SUBORDINATOR

Signature: \_\_\_\_\_

Name: Heather Kellyg

Its: Vice President

STATE OF Missouri )

COUNTY OF St Louis ) ss.

On this day personally appeared Heather Kellyg, to me known to be the Vice President of Citibank, and that he/she executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she executed the instrument in his/her authorized capacity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27<sup>th</sup> day of December, 2006.

FRANK PREWITT  
Notary Public - State of Missouri  
County of St. Louis  
My Commission Expires May 12, 2007

Frank Prewitt  
NOTARY PUBLIC in and for the State of MO  
My commission expires 5/12/07

**LEGAL DESCRIPTION**

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 1 WEST WILLAMETTE MERIDIAN, DELINEATED AS PARCEL NUMBER 3 OF SHORT SUBDIVISION NUMBER 22-0952 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NUMBER 1059600. SITUATED IN THE COUNTY OF THURSTON AND STATE OF WASHINGTON.

App 16

# TRUSTEE'S SALE GUARANTEE

ORDER NO.: 3079002

REFERENCE NO.: 0065238/7301.23166

LIABILITY: \$67,427.72

FEE: \$387.00

TAX: \$34.06

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE

*First American Title Insurance Company*  
a corporation, herein called the Company,

## GUARANTEES

ROUTH CRABTREE OLSEN, P.S. & NORTHWEST TRUSTEE SERVICES, INC., AS  
TRUSTEE  
AND CITIMORTGAGE, INC., AS BENEFICIARY

HEREIN CALLED THE ASSURED, AGAINST LOSS NOT EXCEEDING THE LIABILITY AMOUNT STATED ABOVE WHICH THE ASSURED SHALL SUSTAIN BY REASON OF ANY INCORRECTNESS IN THE ASSURANCE WHICH THE COMPANY HEREBY GIVES THAT, ACCORDING TO THE PUBLIC RECORDS, ON THE DATE STATED BELOW.

- 1 THE TITLE TO THE HEREIN DESCRIBED ESTATE OR INTEREST WAS VESTED IN THE VESTEE NAMED, SUBJECT TO THE MATTERS SHOWN AS EXCEPTIONS HEREIN, WHICH EXCEPTIONS ARE NOT NECESSARILY SHOWN IN THE ORDER OF THEIR PRIORITY.
- 2 THE NAMES AND ADDRESSES OF PERSONS WHO HAVE RECORDED REQUESTS FOR A COPY OF THE NOTICE OF SALE AND OF ADDITIONAL PERSONS WHO ARE ENTITLED TO RECEIVE A COPY OF THE NOTICE OF SALE, AS PROVIDED BY RCW 61.24.040(1)(b), (c) AND (d), ARE AS SHOWN HEREIN.

DATE: AUGUST 31, 2006

*First American Title Insurance Company*

BY GARY L. KERMOIT - PRESIDENT

BY MARCY SAVAGE  
ASSISTANT SECRETARY  
TITLE OFFICER  
PH 206-724-1215  
FX 206-448-6248

NW TRUSTEE NO

APP 17

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN

ROSS D. GREER, AS HIS SEPARATE ESTATE.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS GUARANTEE IS

FEE SIMPLE ESTATE.

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF THURSTON AND IS DESCRIBED AS FOLLOWS:

(SEE EXHIBIT "A" ATTACHED)

EXCEPTIONS:

- 1. LIABILITY FOR ASSESSMENTS AND/OR PERSONAL PROPERTY TAXES, IF ANY.
- 2. GENERAL AND SPECIAL TAXES FOR THE CALENDAR YEAR 2007, A LIEN NOT YET DUE OR PAYABLE.
- 3. GENERAL TAXES. THE FIRST HALF BECOMES DELINQUENT AFTER APRIL 30TH. THE SECOND HALF BECOMES DELINQUENT AFTER OCTOBER 31ST.

YEAR:	2006.
AMOUNT BILLED:	\$847.93.
AMOUNT PAID:	\$446.97.
AMOUNT DUE:	\$446.97.
TAX ACCOUNT NO.:	11904330303.
LAND:	\$71,050.00.
IMPROVEMENTS:	\$0.00.

4. PERSONAL PROPERTY TAXES.

YEAR:	2006
AMOUNT BILLED:	\$0.00
AMOUNT PAID:	\$0.00
AMOUNT DUE:	\$0.00
ACCOUNT NO.:	99801530800

5. SAID TAXES AS BILLED FOR THE CURRENT YEAR REFLECT AN EXEMPTION AS ALLOWED UNDER RCW 84.36 FOR SENIOR CITIZENS. ANY CURTAILMENT OF THE EXEMPTION MAY RESULT IN AN ADDITIONAL AMOUNT BEING DUE FOR THE CURRENT YEAR AND FOR ANY RE-ASSESSMENT OF LAND AND IMPROVEMENT VALUES.

6. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$25,000.00, AND ANY AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED AUGUST 23, 2002 AS INSTRUMENT NO. 3457030 OF OFFICIAL RECORDS.

DATED:	JULY 31, 2002.
GRANTOR:	ROSS D. GREER, HUSBAND
TRUSTEE:	M.V. JUDD P.S.
BENEFICIARY:	CITIBANK FEDERAL SAVINGS BANK.

NOTE: A DOCUMENT DECLARING MODIFICATIONS THEREOF RECORDED JULY 13, 2005 AS INSTRUMENT NO. 3747920 OF OFFICIAL RECORDS.

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7. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$70,031.00, AND ANY AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED OCTOBER 2, 2003 AS INSTRUMENT NO. 3582024 OF OFFICIAL RECORDS.

DATED: JULY 25, 2003.  
GRANTOR: ROSS D. GREER.  
TRUSTEE: FIRST AMERICAN TITLE COMPANY.  
BENEFICIARY: CITIMORTGAGE, INC., A BANK.

8. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCELINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION.

9. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN SHORT PLAT NO. SS-0932

RECORDED: NOVEMBER 28, 1978  
RECORDING NO.: 1059600  
REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.  
A COPY OF WHICH IS HERETO ATTACHED.

10. RESTRICTIONS CONTAINED ON THE FACE OF THE PLAT AS FOLLOWS:

1. APPROVED FOR ONE SINGLE FAMILY RESIDENCE PER LOT.

2. 75% OF STORM WATER RUNOFF SHALL BE RETAINED ON SITE.

11. MANUFACTURED HOME TITLE ELIMINATION APPLICATION RECORDED DECEMBER 14, 1992 UNDER RECORDING NO. 9212140275, VOL. 2036, PAGE 706 WHICH RECITES THAT A MANUFACTURED (MOBILE) HOME IS, OR IS BEING, AFFIXED TO SAID PREMISES.

12. PROCEEDINGS PENDING IN THE BANKRUPTCY COURT OF THE WESTERN DISTRICT OF THE U. S. DISTRICT COURT, WASHINGTON, ENTITLED IN RE ROSS D GREER, DEBTOR, CASE NO. 06-40889-PBS, WHEREIN A PETITION FOR RELIEF WAS FILED ON APRIL 28, 2006.

NOTE: AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY WAS FILED JUNE 29, 2006 IN FAVOR OF CITIMORTGAGE. HOWEVER, SAID CASE HAS NOT BEEN CLOSED

13. UNLESS THE PROPERTY DESCRIBED IN THIS REPORT IS LOCATED IN KING, PIERCE OR SPOKANE COUNTIES NO SEARCH OF THE RECORDS OF THE UNITED STATES BANKRUPTCY COURT HAS BEEN MADE.

App 19

**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF THURSTON AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 1 WEST WILLAMETTE MERIDIAN, DELINEATED AS PARCEL NUMBER 3 OF SHORT SUBDIVISION NUMBER 22-0952 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NUMBER 1059600. SITUATED IN THE COUNTY OF THURSTON AND STATE OF WASHINGTON.

App 20

**INFORMATION FOR TRUSTEE**

RELATIVE TO THE DEED OF TRUST SHOWN AS EXCEPTION 6.

- 1 CITY IN WHICH SAID LAND IS LOCATED: UNINCORPORATED AREA
- 2 PROPERTY ADDRESS: 8654 JOHNSON POINT ROAD NORTHEAST, OLYMPIA, WA 98516.  
ASSESSORS PARCEL NO: 11904330303.  
ABBREVIATED LEGAL: PART OF SW 1/4 SW 1/2 SEC 4, TWP 19N RANGE 1 W WILLAMETTE MERIDIAN
- 3 THE NAMES AND ADDRESSES OF PERSONS WHO HAVE RECORDED REQUESTS FOR, OR ARE ENTITLED TO RECEIVE A COPY OF THE NOTICE OF SALE, AS PROVIDED BY THE REVISED CODE OF WASHINGTON CHAPTER 61.24 ET. SEQ:

ROSS D. GREER  
8645 JOHNSON POINT RD NE  
OLYMPIA WA 98516-9558  
(GRANTOR UNDER FCL DEED OF TRUST)

- 4 ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 (PUBLIC LAW 89-719) WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE IN A SPECIFIED MANNER TO THE SECRETARY OF TREASURY OR HIS DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN A NON-JUDICIAL SALE, AND ESTABLISHES WITH RESPECT TO SUCH LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF ANY SUCH SALE:  
  
NONE
- 5 ATTENTION IS CALLED TO THE SERVICEMEMBERS CIVIL RELIEF ACT WHICH CONTAINS INHIBITIONS AGAINST THE SALE OF THE LAND UNDER A MORTGAGE IF THE VESTEE IS ENTITLED TO THE BENEFITS OF THE ACT.
- 6 THE MAP ATTACHED HERETO MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED THEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP

APP 21

EXHIBIT "A"

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF THURSTON AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 19 NORTH, RANGE 1 WEST WILLAMETTE MERIDIAN, DELINEATED AS PARCEL NUMBER 3 OF SHORT SUBDIVISION NUMBER 22-0952 AS RECORDED NOVEMBER 28, 1978 UNDER AUDITOR'S FILE NUMBER 1059600. SITUATED IN THE COUNTY OF THURSTON AND STATE OF WASHINGTON.

**CERTIFICATE OF SERVICE**

I hereby certify that I served the foregoing **APPELLANT'S OPENING BRIEF** on:

Jennifer T. Karol  
Bishop, White, Marshall PS  
720 Olive Way, Suite 1301  
Seattle WA 98101  
FAX: 206-622-0354

07 OCT 29 PM 1:15  
STATE OF WASHINGTON  
BY DEPUTY

by the following indicated method or methods:

- by **mailing** a full, true and correct copy of said documents in a sealed, first-class, postage-prepaid envelope, addressed to the attorney(s) as shown above, the last-known office addresses of the attorneys, and deposited with the United States Postal Service at Portland, Oregon, on the date set forth below.
- by causing a full, true and correct copy thereof to be **hand-delivered** to the attorney at the attorney's last-known office listed above on the date set forth below.
- by sending a full, true and correct copy thereof via **overnight courier** in a sealed, prepaid envelope, addressed to the attorney as shown above, to the last-known office address of the attorney, on the date set forth below.
- by **faxing** a full, true and correct copy thereof to the attorney at the last-known facsimile number for the attorney's office, on the date set forth below. The receiving facsimile machine was operating at the time of service and the transmission was properly completed. The facsimile confirmation sheet has been retained in our case file.
- by **electronic mail** a full, true and correct copy thereof to the attorney at the last-known email address for the attorney's office, on the date set forth below. To the best of my knowledge, the receiving email was operating at the time of service. The email communication sheet has been retained in our case file.

Dated this 26<sup>th</sup> day of October, 2007.

  
\_\_\_\_\_  
Darcie Hildreth, Assistant to:  
Terrance J. Slominski, OSB# 81376  
Of Attorneys for Greer