

Doc # 2004152421
Page 1 of 4
Date: 03/30/2004 01:10P
Filed by: FIDELITY NAT'L LOAN PORTFOLIO
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$23.00

Recording Requested by:
Wells Fargo Bank
When Recorded Return to: Fidelity National LPS
P. O. BOX 19523
Irvine, CA 92623-9523
Code: WFD

State of Washington

Space Above This Line For Recording Data

REFERENCE # 20032737000660

ACCOUNT #: 0651-651-2129256-1998

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is
11/04/2003 and the parties are as follows:
TRUSTOR ("Grantor"): STEVEN S. KOMLOFSKE, AN UNMARRIED MAN

whose address is:

202 OLD LAWTON CREEK RD WASHOUGAL, WA, 98671

TRUSTEE: Wells Fargo Financial National Bank
c/o Specialize Service

401 West 24th Street, National City, CA 91950

BENEFICIARY ("Lender"): WELLS FARGO BANK, N. A.
P. O. BOX 31557
BILLINGS, MT 59107

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of SKAMANIA, State of Washington, described as follows:

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED ON ATTACHED EXHIBIT A.

with the address of 202 OLD LAWTON CREEK RD WASHOUGAL, WA 986717573 and parcel number of 01-05-05-0-0-0606-00 together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

EQ249A (06/2002)

WASHINGTON - DEED OF TRUST

EXHIBIT 'A'
20032737000660

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN SKAMANIA COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEG 46 MIN 52 SEC EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER 834.82 FEET; THENCE SOUTH 89 DEG 13 MIN 08 SEC EAST 660.00 FEET, THENCE NORTH 30 DEG 46 MIN 52 SEC EAST 244.70 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 00 DEG 46 MIN 52 SEC EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 330.00 FEET; THENCE SOUTH 89 DEG 13 MIN 08 SEC EAST 660.00 FEET MORE OR LESS TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG SAID EAST LINE 330.00 FEET MORE OR LESS TO A POINT SOUTH 89 DEG 13 MIN 08 SEC EAST OF THE TRUE POINT OF BEGINNING; THENCE NORTH 59 DEG 13 MIN 04 SEC EAST 660.00 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. CONTAINING 5.0 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO A 60-FOOT EASEMENT THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE BELLE CONTAS COUNTY ROAD WHICH POINT IS 660.00 FEET SOUTH 89 DEG 13 MIN 03 SEC EAST FROM THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEG 46 MIN 52 SEC EAST PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER 1,082.00 FEET TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 5.0 ACRES PARCEL; THENCE SOUTH 69 DEG 13 MIN 00 SEC EAST 660 FEET MORE OR LESS TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER.

SUBJECT TO A 30-FOOT EASEMENT ALONG THE EAST LINE OF THE ABOVE DESCRIBED 5.00-ACRE PARCEL.
TRS 5-1N-5E.

APN: 01-05-05-0-0-0606-00

3. **MAXIMUM OBLIGATION LIMIT AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$ 55,000.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is 11/04/2043.
4. **MASTER FORM DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor Agrees that all provisions and sections of the Master Form Deed of Trust ("Master Form"), inclusive, dated February 1, 1997 and recorded on February 10, 1997 as Auditor's File Number 9702100017 in Book N/A at Page N/A of the Official Records in the Office of the Auditor of CLARK County, State of Washington, are hereby incorporated into, and shall govern, this Security Instrument.
5. **USE OF PROPERTY.** The property subject to this Security Instrument is not used principally for agricultural or farming purposes.

RIDERS. If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

- ☒ Third Party Rider
☒ Leasehold Rider
☒ Other

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

----- **FOR CLARIFICATION PURPOSES ONLY** -----

STEVEN S. KOMLOFSKE	Grantor	Date
	Grantor	Date
	Grantor	Date
	Grantor	Date
	Grantor	Date
	Grantor	Date

ACKNOWLEDGMENT:

(Individual)

STATE OF _____, COUNTY OF _____ } ss.

I hereby certify that I know or have satisfactory evidence that _____

is/are the

person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print name and include title)

My Appointment expires: _____

For clarification purposes, I declare under penalty of perjury, 02/06/04, that this is an exact copy of the original document to which it is attached.

PAM BLACKWOOD *Pam Blackwood*
WASHINGTON COUNTY, OREGON

3. **MAXIMUM OBLIGATION LIMIT AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$55,000.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is 11/04/2043
4. **MASTER FORM DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor Agrees that all provisions and sections of the Master Form Deed of Trust ("Master Form"), inclusive, dated **February 1, 1997** and recorded on February 7, 1997 as Auditor's File Number 127303 in Book 162 at Page 486 of the Official Records in the Office of the Auditor of SKAMANIA County, State of Washington, are hereby incorporated into, and shall govern, this Security Instrument.
5. **USE OF PROPERTY.** The property subject to this Security Instrument is not used principally for agricultural or farming purposes.

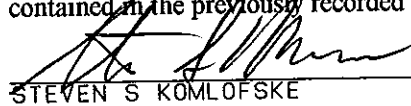
RIDERS. If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

☒ Third Party Rider

☒ Leasehold Rider

☒ Other

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).


STEVEN S KOMLOFSKE

Grantor

11/04/03
Date

Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date

ACKNOWLEDGMENT:

(Individual)

STATE OF Washington, COUNTY OF Clark } ss.

I hereby certify that I know or have satisfactory evidence that

Steven S Komlofske is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11/4/2003

(Signature)

LeAnn R Gilmore, Notary
(Print name and include title)

My Appointment expires: 9-19-2006

