

Doc # 2004152717  
Page 1 of 6  
Date: 04/26/2004 02:32P  
Filed by: FIDELITY NAT'L LOAN PORTFOLIO  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON *esr*  
AUDITOR  
Fee: \$25.00

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 # 20040567000477 ACCOUNT #: 0651-651-6233597-1998

### SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is 03/15/2004  
and the parties are as follows:

TRUSTOR ("Grantor"):  
KIM S. FLOOD AND SHELLEY FLOOD, HUSBAND AND WIFE

whose address is: 3211 SUNSET DR NORTH BONNEVILLE, WA, 98639  
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 DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:  
LOT 11, WINDSONG ESTATES NO. 2, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'B' OF PLATS, PAGE 105, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

with the address of 3211 SUNSET DR NORTH BONNEVILLE, WA 98639  
and parcel number of 02-07-20-4-2-0411-00 together with all rights,  
easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches,  
EQ249A (06/2002) WASHINGTON - DEED OF TRUST

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.

3. **MAXIMUM OBLIGATION LIMIT AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$20,000.00 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 03/15/2044
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 EQ493 Home Asset Management Account Rider

**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).

<u>Kim S Flood</u>	Grantor	<u>3-26-04</u>
KIM S FLOOD		Date
<u>Shelley Flood</u>	Grantor	<u>3-26-04</u>
SHELLEY FLOOD		Date
_____	Grantor	_____
_____	Grantor	_____
_____	Grantor	_____
_____	Grantor	_____
_____	Grantor	_____

**ACKNOWLEDGMENT:**

(Individual)

STATE OF Washington, COUNTY OF Clark } ss.

I hereby certify that I know or have satisfactory evidence that Kim S. Flood and Shelley Flood 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.

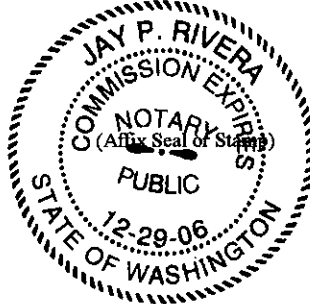
Dated: 3-26-04

Jay P Rivera  
(Signature)

Jay P Rivera  
(Print name and include title)

My Appointment expires: 12-29-06

EQ249B (0/2002)



**HOME ASSET MANAGEMENT<sup>SM</sup> ACCOUNT RIDER TO MORTGAGE/DEED OF TRUST**

Reference #: 20040567000477

This Home Asset Management<sup>SM</sup> Account Rider is dated 03/15/2004 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date given by the undersigned,

KIM S FLOOD

SHELLEY FLOOD

(hereinafter "Mortgagor") to secure the borrower's EquityLine with FlexAbility<sup>SM</sup> Account Agreement with Wells Fargo Bank, N.A. ("Lender") covering the property more particularly described in the Mortgage (the "Property").

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the EquityLine with FlexAbility<sup>SM</sup> Account Agreement and Home Asset Management<sup>SM</sup> Account Addendum to EquityLine with FlexAbility<sup>SM</sup> Account.
2. Despite any language to the contrary in the Mortgage, Mortgagor covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance in the name of Wells Fargo Home Mortgage, Inc., its affiliates, successors or assignees.
3. Paragraph numbers 4 of the Mortgage, which is captioned SECURED DEBT AND FUTURE ADVANCES is hereby deleted in its entirety and replaced by the following paragraph: SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
  - A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty, or other evidence of debt of same date together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 03/15/2044 .
  - B. All future advances from Lender to the borrower under such evidence of debt, whether obligatory or discretionary. All obligatory future advances and advances to cure breeches of covenants contained in the Mortgage are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed 20,000.00 .

C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

D. The terms and conditions of the Note referenced in A above include, but are not limited to, a 10 year period for advances under a revolving line of credit. Except if this Note is secured by property located in the state of Tennessee, the parties have agreed that subject to certain qualifying conditions the Lender may extend the period for advances for another 10 years for a total of 20 years. Nothing in this Security Instrument shall constitute a commitment to extend the period for advances beyond the initial 10 year period.

E. Borrower(s) and the Lender have agreed that subject to the satisfaction of certain qualifying conditions, the Credit Line Limit in the Note may be increased quarterly and/or annually. One of those conditions, inter alia, is the borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Home Mortgage, Inc., or one of its affiliates. (the "WFHM Loan"). All Such increases, if any, shall increase the amount of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total principal indebtedness" in the 3<sup>rd</sup> recital) and the current Credit Line Limit described in Section 3 hereinabove in the same amount(s).

4. Any Paragraph which is captioned in the Mortgage, **ESCROW FOR TAXES AND INSURANCE**, is hereby deleted in its entirety and replaced with the following: Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes, insurance and other assessments in Escrow.

16 S F local 3-26-04  
KIM S FLOOD DATE

Shelley Flood 3-26-04  
SHELLEY FLOOD DATE

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**HOME ASSET MANAGEMENT<sup>SM</sup> ACCOUNT ADDENDUM TO EQUITYLINE WITH FLEXABILITY<sup>SM</sup> ACCOUNT AGREEMENT**

Reference #: 20040567000477

This Addendum modifies the provisions of the EquityLine with FlexAbility<sup>SM</sup> Account Agreement.  
Account Number 0651-651-6233597-1998 (the "Agreement") regarding the following terms.

**CREDIT LIMIT**

The Credit Limit disclosed in the Agreement is the maximum available credit amount as of the time I execute the Agreement.

The amount is available to me as long as I meet the terms of the Agreement.

**Discretionary Increases.** You may offer me increases to the Credit Limit from time to time. Increasing the Credit Limit will be provided at the Bank's sole discretion and will be conditioned on the terms of the Addendum and my credit qualifications as determined in the Bank's sole discretion using its then current credit policies. In addition, the increases will be conditioned on my continuing to occupy the property securing the Agreement and to maintain my first lien mortgage with Wells Fargo Home Mortgage, Inc./its affiliates or subsidiaries. I agree to the sharing of information relating to this Account, the property securing this Account and any information I provide, between you and Wells Fargo Home Mortgage, Inc., its affiliates or subsidiaries.

The establishment by the Bank of my credit qualification will include, among other things, obtaining a credit report and reviewing payment history on past and current obligations both with the Bank and with others (including Wells Fargo Home Mortgage, Inc.) and performing a title search of the property securing the Agreement. The Bank may verify my income and may contact me to do so.

If I advance funds made available as a result of the increase to my Credit Limit, such advances will be considered advances under the terms of the Agreement and this Addendum and will be secured by the property that secures the Agreement. I will receive notice of such increased Credit Limit on a quarterly basis, mailed to my last known address. If the Bank makes any advance in excess of my established Credit Limit, ("Overline Amount"), as it may change from time to time, such Overline Amount will be due with my next payment.

The Credit Limit increases may occur as follows:

**Quarterly Principal Credit**

On a quarterly basis, the Bank is authorized to and will determine how much I have reduced the principal balance under my first mortgage. Only payments received prior to 15 days before the quarterly date will be included in the calculation. That principal reduction will then be added to my Credit Limit subject to credit qualification.

**Annual Property Evaluation**

Beginning in the \_\_\_\_\_ month of \_\_\_\_\_ the first anniversary of the signing of this Addendum, and annually thereafter the Bank is authorized to and will re-evaluate the property securing the Agreement. If the property has increased in value, the Bank may increase my Credit Limit under the Agreement, subject to my credit qualification. The Bank will determine in its sole discretion how to re-evaluate the property's value. If I believe my property has appreciated more than the Bank has determined, I may contact the Bank at the Customer Service number identified 866-537-8489 to request, at my expense, a full appraisal, from an appraiser and in a form and content acceptable to the Bank. The appraiser's fee will be added to my unpaid principal balance and accrue interest according to the terms of the Agreement. If the Bank is required by federal law to obtain a full appraisal or title insurance, to increase the Credit Limit, that cost will be added to my unpaid principal balance and accrue interest according to the terms of the Agreement.

**Total Payment Due Dates**

If the line of credit product I selected is a Home Asset Management<sup>SM</sup> Account, I understand that the payment due date on my line of credit must be either the 1<sup>st</sup> or the 20<sup>th</sup> day of the month. If I do not select a payment due date, or if I select a date other than the 1<sup>st</sup> or 20<sup>th</sup> day of the month, my payment due date will default to the 20<sup>th</sup> day of each month.

**Security Interest**

As a condition of receiving these increases to my Credit Limit, I agree to sign any and all documents reasonably required by the Bank to continue its Security Interest in the property and support my reporting any sums of interest paid under the Agreement for my income tax returns, as applicable. I agree to pay any applicable recording fees which will be added to my unpaid principal balance and accrue interest according to the terms of the Agreement.

All of the provisions of the Agreement remain in full force and effect, subject to the additional terms contained in this Addendum. I agree to accept the terms in this Addendum.

**NOTICE TO THE BORROWER (For this Notice below, "you" and "your" refer to the Borrower)**

**Read the Agreement and this Addendum before you sign.**

**Do not sign the Agreement or the Addendum if it contains blank spaces.**

**The Agreement and Addendum are secured by a secondary mortgage on your real property.**

**The Agreement provides for a variable interest rate.**

**You are entitled to a copy of the Agreement and the Addendum.**

<u>Kim S Flood</u>	<u>3-26-04</u>
KIM S FLOOD	DATE
<u>Shelley Flood</u>	<u>3-26-04</u>
SHELLEY FLOOD	DATE
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