

Doc # 2004154692
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Filed by: WELLS FARGO BANK
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

Return Address:
Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107
DOCUMENT MANAGEMENT

State of Washington

Space Above This Line For Recording Data

REFERENCE # 20041847000226 ACCOUNT #: 0654-654-0247692-1998

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

- 1. DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is 09/02/2004 and the parties are as follows:

TRUSTOR ("Grantor"):
ANTHONY G. MALELLA, AS HIS SEPARATE ESTATE, AND SHERYL MALELLA, SIGNING
AS NON-VESTED SPOUSE

whose address is: PO BOX 1459 WHITE SALMON, WA, 98672

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:

SEE ATTACHED EXHIBIT A

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
ABBREVIATED LEGAL:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN
THE COUNTY OF SKAMANIA, STATE OF WASHINGTON

with the address of 11582 WASHOUGAL RIVER ROAD WASHOUGAL, WA 98671

and parcel number of 02-05-33-3-2-0290-00

together with all rights,
easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches,


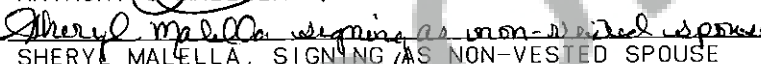
EQ249A (06/2002)

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 \$ 100,000.00 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 09/02/2044
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 N/A

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>9-9-2004</u>
ANTHONY G. MALELLA	Grantor	Date
	_____	<u>9-9-2004</u>
SHERYL MALELLA, SIGNING AS NON-VESTED SPOUSE	Grantor	Date
_____	Grantor	Date
_____	Grantor	Date
_____	Grantor	Date
_____	Grantor	Date

ACKNOWLEDGMENT:

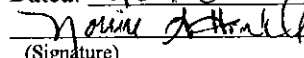
(Individual)

STATE OF OREGON, COUNTY OF Hood River } ss.

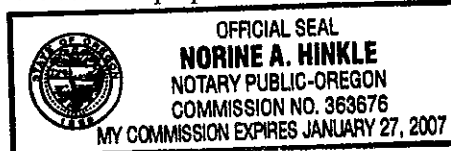
I hereby certify that I know or have satisfactory evidence that _____

Anthony G. Malella & Sheryl Malella is/are the person(s) who appeared before me and said person(s) acknowledged that ~~he~~/they signed this instrument and acknowledged it to be ~~his~~/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-9-04


(Signature)
NORINE A. HINKLE
(Print name and include title)

My Appointment expires: 1-27-2007



(Affix Seal or Stamp)

Exhibit A

Reference #: 20041847000226

Acct #: 0654-654-0247692-1998

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT: A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE CENTERLINE OF SECTION 33 A DISTANCE OF 260 FEET; THENCE NORTH A DISTANCE OF 250 FEET, MORE OR LESS, TO THE CENTER OF THE COUNTY ROAD KNOWN AS SALMON FALLS ROAD; THENCE IN AN EASTERLY DIRECTION ALONG THE CENTERLINE OF SAID COUNTY ROAD TO INTERSECTION WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, THENCE SOUTH TO THE POINT OF BEGINNING; EXCEPT THEREFROM THE FOLLOWING DESCRIBED: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE CENTERLINE OF SAID SECTION 33 A DISTANCE OF 240 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE WEST ALONG SAID CENTERLINE 10 FEET; THENCE NORTH 250 FEET, MORE OR LESS, TO THE CENTER OF THE COUNTY ROAD KNOWN AS SALMON FALLS ROAD; THENCE IN AN EASTERLY DIRECTION ALONG THE CENTERLINE OF SAID ROAD TO A POINT NORTH OF THE INITIAL POINT; THENCE SOUTH TO THE INITIAL POINT. ABBREVIATED LEGAL: N/A