

Doc # 2008169215
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Date: 3/11/2008 10:54A
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Document Title(s) Deed of Trust

Grantor(s) DEAN M. BURK AND SANDRA A. BURK, HUSBAND AND WIFE

Grantee(s) U.S. Bank National Association N.D.

Legal Description LOT 3 ROBERT C WHITAKER PTN 2 BK 2 PTN PG 210

Assessor's Property Tax Parcel or Account Number 002052000060600 -see pg-5

Reference Numbers of Documents Assigned or Released

44018146

State of Washington

Space Above This Line For Recording Data

DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 02/15/2008.....
..... The parties and their addresses are:

GRANTOR:

DEAN M. BURK AND SANDRA A. BURK, HUSBAND AND WIFE

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:

U.S. Bank Trust Company, National Association
111 S.W. Fifth Avenue, Suite 3500
Portland, OR 97204

LENDER:

U.S. Bank, National Association N.D.
4355 17th Avenue S.W.
Fargo, ND 58103

WASHINGTON - HOME EQUITY LINE OF CREDIT DEED OF TRUST

(NOT FOR FNMA, FHLMC, FHA OR VA USE; NOT FOR USE WITH PROPERTY USED FOR AGRICULTURAL PURPOSES)

- 1994 Wolters Kluwer Financial Services - Bankers Systems* Form USBOCPSFDTWA 9/12/2006

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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, the following described property:

The real estate mortgage herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in 601 Mathews Rd SKAMANIA at 601 Mathews
(County)
Rd, WASHOUGAL, Washington 98671
(Address) (City) (ZIP Code)

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 (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 100,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

Borrower's Name(s): DEAN M. BURK AND SANDRA A. BURK, HUSBAND AND WIFE

Note Date: 02/15/2008

Maturity Date: 02/16/2033

Principal/Maximum 100,000.00

Line Amount:

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations 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 in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional 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.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

5. MASTER FORM. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Deed Of Trust master form (Master Form), inclusive, dated 01/18/2007 1:26 pm..... and recorded as Recording Number N/A..... or Instrument Number 2007164613..... in Book N/A..... at Page(s) N/A..... in the SKAMANIA..... County, Washington, County Recorder's office are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument will be offered for record in the same county in which the Master Form was recorded.
6. SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form.

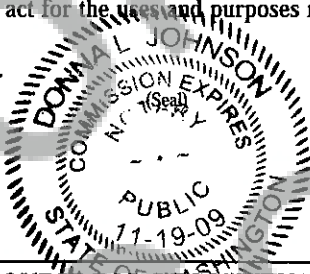
Dean M. Burk 2/15/08 *Sandra A. Burk* 2/15/08
(Signature) DEAN M. BURK (Date) (Signature) SANDRA A. BURK (Date)

ACKNOWLEDGMENT:

STATE OF Washington....., COUNTY OF Clark..... } ss.
(Individual) I certify that I know or have satisfactory evidence that
DEAN M. BURK AND SANDRA A. BURK, HUSBAND AND WIFE
..... is/are the individual(s) who appeared before me, and said individual(s) acknowledged that she/he/they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Feb. 15, 2008.....

My notary appointment expires: November 19, 2009.....



Donna L. Johnson
Notary Public in and for the State of Washington,
Residing At: Camas WA

REQUEST FOR RECONVEYANCE (Not to be completed until paid in full)	
TO TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel this Deed of Trust, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.	
(Authorized Bank Signature)	Date

This instrument was prepared by.....
First American
1100 Superior Avenue
Suite 210
Cleveland, OH 44114

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ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF

Washington

COUNTY OF

Clark

CUSTOMER NAME

Sandra Ann Burk & Dean M Burk

On 2/15/08 before me, Donna L Johnson, a Notary Public,
(DATE)

personally appeared, Sandra Ann Burk,

Dean M Burk

___ personally known to me OR

☒

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

DONNA L. JOHNSON
Notary Public
State of Washington
Commission expires:
11/19/2009

Donna L. Johnson
NOTARY SIGNATURE
DONNA L. JOHNSON
My Commission Expires: November 19, 2009

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS:

LOT 3 OF THE ROBERT C. WHITAKER SHORT PLAT NUMBER 2, AS RECORDED IN BOOK 2 OF SHORT PLATS ON PAGE 210, SKAMANIA COUNTY RECORDS.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO DEAN M. BURK AND SANDRA A. BURK, HUSBAND AND WIFE FROM TIM D. ELLIS AND MELANIE ELLIS, AS TENANTS IN COMMON BY DEED DATED 12/30/02 AND RECORDED 12/30/02 IN BOOK 234, PAGE 731 IN THE LAND RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Permanent Parcel Number: 002052000060600
DEAN M. BURK AND SANDRA A. BURK, HUSBAND AND WIFE

601 MATHEWS ROAD, WASHOUGAL WA 98671
Loan Reference Number : 20080111320460
First American Order No: 13841540
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



U44018146-02FB05

DEED OF TRUST

US Recordings