AFN #2008170797 Recorded 08/20/08 at 10:49 AM DocType: TRST Filed by: EQUITY LOAN SERVICES INC Page: 1 of 5 Auditor J. Michael Garvison Skamania County, WA

WHEN RECORDED, RETURN TO: EQUITY LOAN SERVICES, INC. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING

> 38024052 SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) SHELLEY M MURRAY AND STERLING J MURRAY, WIFE AND HUSBAND WHO ACQUIRED TITLE AS SHELLEY M MURRAY AND STERLING MURRAY

Trustee(s) Wells Fargo Financial National Bank, 2324 Overland Ave, Billings, MT 59102

Beneficiary Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104

ABBRV. LEGAL SEE ATTACHED EXHIBIT A LOT 2 J.T. SP BK 3 PG 265

Assessor's Property Tax Parcel or Account Number 02053400091000

Reference Numbers of Documents Assigned or Released

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#1006v1 (2/16/08)

(page 1 of 4 pages)

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This instrument prepared by:
Wells Fargo Bank, N.A.
PEGGY STEINER, DOCUMENT PREPARATION
ONE HOME CAMPUS, MAC X2303-01W
DES MOINES, IOWA 50328-0001
866-537-8489

[Space Above This Line For Recording Data]

10621

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20081827500132

Account number: 651-651-2583813-1XXX

DEFINITIONS

Words used in multiple sections of this document are defined below. The Master Form Deed of Trust includes other defined words and rules regarding the usage of words used in this document.

- (A) "Security Instrument" means this document, which is dated <u>JULY 12, 2008</u>, together with all Riders to this document.
- (B) "Borrower" is <u>SHELLEY M MURRAY AND STERLING J MURRAY</u>, <u>WIFE AND HUSBAND WHO ACQUIRED TITLE AS SHELLEY M MURRAY AND STERLING MURRAY</u>. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A. Lender is a national bank organized and existing under the laws of the United States. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104.
- (D) "Trustee" is Wells Fargo Financial National Bank, 2324 Overland Ave, Billings, MT 59102.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated <u>JULY</u> 12, 2008. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time up to a maximum principal sum outstanding at any one time of, <u>FIFTY THOUSAND AND</u> 00/100THS Dollars (U.S. \$50,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after <u>August 12, 2048</u>.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#1006y1 (2/16/08)

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|-----|-------------|-------|---|----|---|
| | | | | | |

- (G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| N/A | Leasehold Rider | | - 6. |
|-----|--------------------|-----|------|
| N/A | Third Party Rider | | - 7 |
| N/A | Other(s) [specify] | N/A | |

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated <u>June 14, 2007</u>, and recorded on <u>November 01, 2007</u>, as Auditor's File Number <u>4391327 DT</u> in Book <u>n/a</u> at Page <u>n/a</u> of the Official Records in the Office of the Auditor of <u>Clark</u> County, State of Washington.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

| County | of _ | Clark | : |
|--|--------------|------------------------------|-----------------------|
| [Type of Recording Jurisdiction] | [Nar | ne of Recording Jurisdiction | n] |
| SEE ATTACHED Explisit A which currently has the address of | " | 942 MABEE MINES RD | \sim |
| which currently has the address of | | [Street] | |
| WASHOUGAL | , Washington | 98671 | ("Property Address"): |
| [Citv] | | [Zip Code] | |

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MASTER FORM DEED OF TRUST

By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Deed of Trust. A copy of the Master Form Deed of Trust has been provided to Borrower.

WASHINGTON -- SHORT FORM OPEN-END SECURITY INSTRUMENT HCWF#1006v1 (2/16/08)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust.

| 1 | |
|--|---|
| Take // Mures | (Seal) |
| STERCING J MURRAY | -Borrower |
| Sterling J Mury Sterling J Murkay Shelley M Murkay | (Seal) |
| SHELLEY M MURRAY | -Borrower |
| | |
| | |
| For An Individual Acting In His/Her Own Right: | |
| State of Washington | |
| | P |
| County of Clark | |
| 0.42.1 | X \ _ |
| On this day personally appeared before me | y and |
| On this day personally appeared before me Sterling I Murta Shelley M Murra | (here insert the name of grantor or |
| grantors) to me known to be the individual, or individ | uals 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 ther | ein mentioned. Given under my hand and official sea |
| this 12 day of July , 2008. | |
| | - 4. 1 |
| Witness my hand and notarial seal on this the 12 c | lay of July , 2008 |
| | |
| | 3 - 12 |
| The state of the s | Signature |
| DIO TOTAL | THE VIW |
| [NO TO RICH PACE) | Print Name: Votary |
| O NOTARL O | Notary Public |
| S Z | 1 |
| ANBLIC OF | |
| 14.2° | |
| F WASH | |
| THE RECEIPED TO THE PERSON OF | |

My commission expires: April 14. 2012

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EXHIBIT A

LOT 2 OF THE J.T SHORT PLAT, RECORDED IN BOOK "3" OF SHORT PLAT, PAGE 265, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON.

ABBRV. LEGAL:

LOT 2 J.T. SHORT PLAT BK 3 PG 265

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO STERLING J. MURRAY AND SHELLY M. MURRAY, HUSBAND AND WIFE FROM JIM TASKA, AN UNMARRIED MAN BY DEED DATED SEPTEMBER 7, 1999 AND RECORDED SEPTEMBER 28, 1999 IN BOOK 193, PAGE 704 IN THE LAND RECORDS OF SKAMANIA COUNTY, WA.

Permanent Parcel Number: 02053400091000 STERLING J. MURRAY AND SHELLY M. MURRAY, HUSBAND AND WIFE

942 MABEE MINES ROAD, WASHOUGAL WA 98671 Loan Reference Number : 20081827500132/10621 First American Order No: 38024052 Identifier: FIRST AMERICAN LENDERS ADVANTAGE

MURRAY

38024052

WG

FIRST AMERICAN ELS OPEN END DEED OF TRUST