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Document Title(s): Deed of Trust Grantor(s): CLIFF NUTTING AND LORI L. NUTTING, HUSBAND AND WIFE
Grantee(s): US Bank National Association N.D.
Legal Description: Nw '14 SEC 22 TZN RSE WM, PAGE 5 Assessor's Property Tax Parcel or Account Number: 02052820010700 Reference Numbers of Documents Assigned or Released: State of Washington Space Above This Line For Recording Data
Δ1 S#·
DEED OF TRUST (With Future Advance Clause)
1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 08/07/2008
GRANTOR: CLIFF NUTTING AND LORI L. NUTTING, 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
Fargo, ND 58103

WASHINGTON - DEED OF TRUST
(NOT FOR FNMA, FHLMC, FHA OR VA USE; NOT FOR USE WITH PROPERTY USED FOR AGRICULTURAL OR FARMING PURPOSES)
1994 Wolters Kluwer Financial Services - Bankers Systems* Form USBOCPSFDTWA 1/25/2008

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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 as Exhibit "A" which is attached hereto and hereby

incorporated herein by reference.

The property is located in SKAMANIA	a	t 382 HOMB	RE ST	
The property to receive in the second	(County)		- N - N	
***************************************	WASHOUGAL	Washington	98671	
(Address)	(City)	A	(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").

- 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. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Borrower's Name(s): CLIFFORD NUTTING AND LORI NUTTING

Note Date:

08/07/2008

Maturity Date: 08/22/2023

Principal/Maximum 50,000.00 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 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.

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This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission. 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 2007164612 in Book N/A 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. 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. ACKNOWLEDGMENT: STATE OF WOShington COUNTY OF Clark (Individual) 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. Inther J. Freshind lary Public in and for the State of Washington, Dated: 8/7/08 (Seal) My notary appointment expires: YNTHIAL FORSLUND 12-28-10 YNTHIA L. FORSLUND

CYNTHIA L. FORSLUND
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 28, 2010

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EXHIBIT A

PARCEL I

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 1 OF THE KENT SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 101, SKAMANIA COUNTY RECORDS.

PARCEL II

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, BEING A PORTION OF LOT 2 OF THE KENT SHORT PLAT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF THE KENT SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 101; THENCE SOUTH 15 DEGREES 13 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 196.76 FEET; THENCE NORTH 68 DEGREES 23 MINUTES 58 SECONDS EAST A DISTANCE OF 167.02 FEET; THENCE NORTH 72 DEGREES 38 MINUTES 24 SECONDS EAST A DISTANCE OF 60.96 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH 12 DEGREES 21 MINUTES 12 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 285.94 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 50 DEGREES 20 MINUTES 07 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON.

ABBRV LEGAL

38369886

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EXHIBIT A (continued)

PTN SEC 28 T2N R5E WM

Permanent Parcel Number: 02052820010700 CLIFF NUTTING AND LORI L. NUTTING, HUSBAND AND WIFE

382 HOMBRE STREET, WASHOUGAL WA 98671 Loan Reference Number : 20082142026100 First American Order No: 38369886

Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE





8/22/2008 75169525/1 3650