

Return Name and Address:

American Title Inc.
11010 Burdette Street
PO Box 641010
Omaha, NE 68164-1010

ATI # 200903260806
Please print or type information

Document Title(s)

Short Form Open-End Deed of Trust

Grantor(s)

1. John Alfred Tucker

2.

☐ Additional names on page ____ of document

Grantee(s)

1. Wells Fargo Home Mortgage

2.

☐ Additional names on page ____ of document

Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr/qtr)

Abbreviated Legal: S30, T2N, R5E PID#: 02053000110800

☒ Additional legal is on page 6 of document

Reference Number(s) (Auditor File Numbers) of Documents assigned or released:

☐ Additional numbers on page ____ of document

Assessor's Property Tax Parcel/Account Number

02053000110800

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page ____ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

After recording, return recording
information to:

American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

This instrument prepared by:
Wells Fargo Bank, N.A.
AMANDA DYER, DOCUMENT PREPARATION
2202 W. ROSEGARDEN LANE
PHOENIX, ARIZONA 85027
866-234-3972

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20090657600119

Account number: 651-651-2716975-1XXX

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 APRIL 02, 2009, together with all Riders to this document.

(B) "Borrower" is JOHN ALFRED TUCKER, AN UNMARRIED MAN. 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 APRIL 02, 2009. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, SEVENTY-FIVE THOUSAND AND 00/100THS Dollars (U.S. \$75,000.00) plus interest. Borrower has promised to pay this debt

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT
HCWF#1006v1 (11/15/2008)

(page 2 of 5 pages)



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in Periodic Payments and to pay the debt in full not later than **seven (7) calendar days after May 02, 2049.**

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(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]:

☐ Leasehold Rider

☐ Third Party Rider

☐ Other(s) [specify] _____ **N/A**

(I) **"Master Form Deed of Trust"** means the Master Form Open-End Deed of Trust dated **June 14, 2007**, and recorded on **November 01, 2007**, as Auditor's File Number **4391327 DT** in Book **n/a** at Page **n/a** of the Official Records in the Office of the Auditor of **Clark** 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] [Name of Recording Jurisdiction]

ABBREVIATED LEGAL: S30, T2N, R5E PID #: 02053000110800

which currently has the address
of _____

81 STEPHANIE LN

[Street]
WASHOUGAL, Washington **98671** ("Property Address"):
[City] [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

WASHINGTON – SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 3 of 5 pages)

HCWF#1006v1 (11/15/2008)



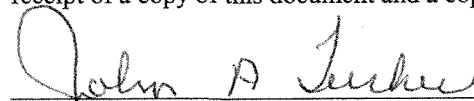
Documents Processed 03-30-2009, 14:07:43

to the Property against all claims and demands, subject to any encumbrances of record.

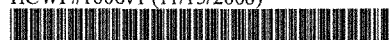
MASTER FORM DEED OF TRUST

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.

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.


JOHN A TUCKER

04/02/2009
-Borrower



For An Individual Acting In His/Her Own Right:

State of WACounty of Clark

On this day personally appeared before me

John A Tucker

(here insert the name of

grantor or grantors) to me known to be the individual, or individuals 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 therein mentioned. Given under my hand and official seal this 02 day of April, 2009.

Witness my hand and notarial seal on this the 02 day of April, 2009

Signature

Cindy M Schaffner

Print Name:

Notary Public

[NOTARIAL SEAL]

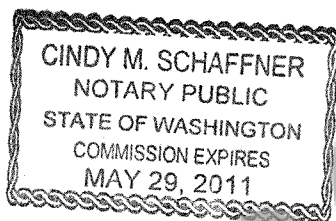
My commission expires: 05/29/2011

EXHIBIT A

Reference: 20090657600119

Account: 651-651-2716975-1998

Legal Description:

**THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 44 MINUTES 26 SECONDS WEST 736.28 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 06 SECONDS WEST 326.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 85 DEGREES 26 MINUTES 17 SECONDS EAST, 739.21 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 07 SECONDS WEST 328.44 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 27 SECONDS WEST 706.29 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 06 SECONDS EAST 265.06 FEET TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 2 OF THE AMENDED JOHNSON SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 225, SKAMANIA COUNTY RECORDS. EXCEPT THAT PORTION LYING WITHIN A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS THE NORTH-SOUTH CENTERLINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30. ABBREVIATED LEGAL: S30, T2N, R5E
PID #: 02053000110800**

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Exhibit A, CDP.V1 07/2004



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20090657600119

_____, 20____
Date

Place of Recording

After recording, return recording
information to:**American Title, Inc.****PO Box 641010****Omaha, NE 68164-1010**

Address 2

Tax Parcel No. _____

Legal Description is at page ____.

Lot Block Plat or Section

Township Range Quarter/Quarter Section

This Instrument Prepared By:**LEAH M. DE VILLE**

Preparer's Name

Loan Document Specialist 3

Preparer's Title

2801 4th Avenue South

Preparer's Address 1

Minneapolis, MN 55408

Preparer's Address 2

612-312-7316

Preparer's Telephone Number

N/A

Preparer's Signature

WELLS FARGO HOME MORTGAGE

Lender's Name

1 HOME CAMPUS, X2303-01W

Lender's Address 1

DES MOINES, IA 50328

Lender's Address 2

JOHN TUCKER

Borrower's Name

81 STEPHANIE LN

Borrower's Address 1

WASHOUGAL, WA 98671

Borrower's Address 2

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Manufactured Home Rider to Security Instrument ("Rider") is made _____, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, Credit Line Deed of Trust, or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

WELLS FARGO HOME MORTGAGE _____ ("Lender") of the same date ("Note") and covering the Property described in the Security Instrument and located at:

81 STEPHANIE LN**WASHOUGAL, WA 98671**

(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

1. **Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
2. **Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.

3. **Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

USED	1994	MODULINE	DARTMOUTH 28291	113811	66X27
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Serial No	Length x Width

4. **Affixation.** Borrower covenants and agrees:

- (a) to affix the Manufactured Home to a permanent foundation on the Property;
- (b) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
- (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
- (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property; and
- (e) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.

5. **Charges; Liens.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.

6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance sufficient to cover the replacement cost of the Manufactured Home.

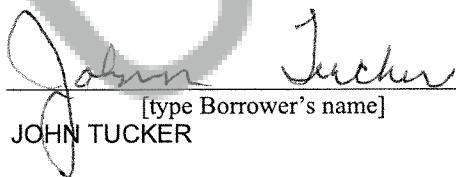
7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.

8. **Additional Events of Default.** Borrower will be in default under the Security Instrument:

- (a) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;

- (b) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
 - (c) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.
9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.
10. **Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
- (a) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
 - (b) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.
 - (c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to a "Secured Party" by Applicable Law in addition to, and not in limitation of, the other rights and recourse afforded Lender and/or Trustee under the Security Instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.


 [type Borrower's name]
 JOHN TUCKER

By: _____ (seal)

 [type signatory's name]

Its: _____
 [authorized officer]

STATE OF WA)
COUNTY OF Clark) ss.:

On the 02 day of April in the year 2009 before me, the undersigned, a Notary Public in and for said State, personally appeared John A. Sucker

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Signature

Notary Printed Name

Notary Public; State of

Qualified in the County of

My commission expires:

Official Seal:

10
Page 4 of 4

Manufactured Home Rider to Security Instrument

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Rev. 06/30/07

State of WA
County of Clark

ss.

On this day before me personally appeared John Tucker
to me known to be the individual described in and who executed the within and
forgoing instrument and acknowledged to me that he signed the same
as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 2 day of April, 2009.

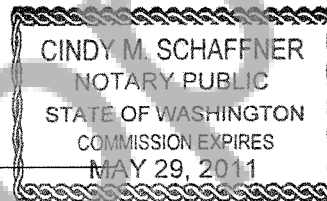

Signature of Notary Public

Cindy M. Schaffner

Notary Public for the State of Washington

Residing at: Camas

My Commission expires: 5-29-2011



Acknowledgement

//