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# ATI # 220704361335 SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) JON K. MORRILL AND ANGELA R. MORRILL, A MARRIED COUPLE, HUSBAND AND WIFE

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

Legal Description ABBREVIATED LEGAL: LOT 1 & 2, MORRILL S.P., BK 3, PG 385. See ATTACHED CHIBIT A.

Assessor's Property Tax Parcel or Account Number 03091130040100

Reference Numbers of Documents Assigned or Released

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

(page 1 of 5 pages)

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After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013\ Billings, MT 59107-9900

This instrument prepared by: Wells Fargo Bank, N.A. RANDY SOUTHARDS, DOCUMENT PREPARATION 11601 N BLACK CANYON HWY PHOENIX, ARIZONA 85029 877-524-0865

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## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20090819600054

Account number: 650-650-9210972-1XXX

#### 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 MAY 14, 2009, together with all Riders to this document.
- (B) "Borrower" is JON K. MORRILL AND ANGELA R. MORRILL, A MARRIED COUPLE, HUSBAND AND WIFE. 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 MAY 14, 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, **ONE HUNDRED** THOUSAND AND 00/100THS Dollars (U.S. \$100,000.00) plus interest. Borrower has promised to pay this

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

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Documents Processed 05-14-2009, 13:08:28

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debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after June 14, 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]:

N/A	Leasehold Rider		h
N/A	Third Party Rider		١
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>July 12, 2007</u>, as Auditor's File Number <u>2007166850</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>Skamania</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	S	kamania	
[Type of Record	ing Jurisdiction]	[Na	[Name of Recording Jurisdiction]		
		& 2, MORRILL S.P., B		) ,	
which currently	has the address		1201 JESSUP RD		
O.	# »—		[Street]		
	COOK	, Washington	98605	("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

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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.

ANGELA R MORRILL

-Borrower

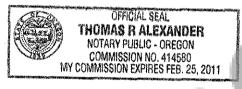
ION K MORRILI

-Borrower

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For An Individual Acting In His/Her Own Right:	
State of Ocegod	
County of Wesac	
On this day personally appeared before me	1
On this day personally appeared before me	& JONK Morrill
	/ (here insert the name of
grantor or grantors) to me known to be the individua	al, or individuals described in and who executed the
within and foregoing instrument, and acknowledged	
their) free and voluntary act and deed, for the uses a	and purposes therein mentioned. Given under my
hand and official seal this 14 day of Mach	, 20 <u>ØŶ</u> .
	• ( ^
in the second	'A
Witness my hand and notarial seal on this the	day of May, dely
	Signature
DIOTABLE OF ALL	Thomas R Alexander
[NOTARIAL SEAL]	
	Print Name:Notary Public
	Notary Fublic



My commission expires: Feb 25, 2011

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### EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON:

LOT 1 OF THE MORRILL SHORT PLAT AS RECORDED IN BOOK 3 OF SHORT PLAT AT PAGE 385 OF SKAMANIA COUNTY RECORDS.

**AND** 

A TRACT OF LAND LOCATED IN THE NW1/4 SW1/4 SECTION 11, TOWNSHIP 3 NORTH, RANGE 9 EAST, W.M., IN THE COUNTY OF SKAMANIA, IN THE STATE OF WASHINGTON AND DESCRIBED AS FOLLOWS:

LOT 2 OF THE MORRILL SHORT PLAT AS SHOWN ON THE MAP THEREOF RECORDED IN BOOK 3 AT PAGE 385 OF SHORT PLATS, AUDITOR'S FILE NO. 141232, RECORDS OF SKAMANIA COUNTY; EXCEPTING THEREFROM THE WEST 272 FEET OF THE SOUTH 351 FEET, AS MEASURED ALONG THE EDGES THEREOF; SUBJECT TO THE SOUTH 30 FEET THEREOF DEDICATED FOR COUNTY ROAD.

A PORTION OF NW1/4 SW1/4 SECTION 11 TWN 3 RNG 9 EWM

ABBREVIATED LEGAL: LOT 1 & 2, MORRILL S.P., BK 3, PG 385.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

ASSESSORS PARCEL NUMBER:

03091130040100

ATI ORDER NUMBER:

200904061335

