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St. Paul, MN 55117



015008237-000084335

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Document Title(s) Deed of Trust
Grantor(s) See GRANTOR below
Grantee(s) U.S. Bank National Association ND
Legal Description See attached Exhibit "A" on PG. 4
Assessor's Property Tax Parcel or Account Number 02052900040300, ENTIRE PROPERTY
Reference Numbers of Documents Assigned or Released

Legal: NW 1/4 S 29, T 2N,
R 5E, W.M. Skamania Co.
USA

State of Washington Space Above This Line For Recording Data

76003779

DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is ...09/11/2009.....
..... The parties and their addresses are:

GRANTOR:
ROBERT T. CRESSWELL AND NANCY S. CRESSWELL, AS 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,
a national banking association organized under the laws of the United States
111 SW Fifth Avenue
Portland, OR 97204

LENDER:
U.S. Bank National Association ND,
a national banking association organized under the laws of the United States
4325 17th Avenue SW
Fargo, ND 58103

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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:
See attached Exhibit "A"

The property is located in SKAMANIA COUNTY at
(County)

172 CONNIE LN WASHOUGAL Washington 98671-7487
(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 \$ 34,540.00 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): ROBERT CRESSWELL and NANCY SPARKS CRESSWELL
Principal/Maximum Line Amount: 34,540.00
Maturity Date: 09/25/2034
Note Date: 09/11/2009
- 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.

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EXHIBIT "A" LEGAL DESCRIPTION

Page: ⁴~~4 of 1~~

Account #: 15008237
Order Date : 07/20/2009
Reference : 20091981801260
Name : ROBERT CRESSWELL
NANCY SPARKS CRESSWELL
Deed Ref : 2005158461

Index #:

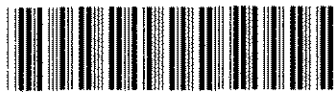
Parcel #: 02052900040300

SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON:
A PARCEL OF PROPERTY LOCATED IN THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN SKAMANIA COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 29; THENCE SOUTH 01 DEG. 21' 56" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 1299.51 FEET; THENCE NORTH 89 DEG. 49' 38" EAST 915.71; THENCE SOUTH 23 DEG. 06' 29" EAST 221.91 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 23 DEG. 06' 29" WEST 221.91 FEET; THENCE NORTH 01 DEG. 10' 05" WEST 334.26 FEET; THENCE NORTH 89 DEG. 30' 14" EAST 719.46 FEET; THENCE NORTH 70 DEG. 55' 20" EAST 1064.99 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 29; THENCE SOUTH 01 DEG. 15' 49" WEST ALONG SAID EAST LINE 723.49 FEET TO A POINT ON SAID EAST LINE WHICH BEARS NORTH 01 DEG. 15' 49" EAST 1358.80 FEET FROM THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 29; THENCE SOUTH 89 DEG. 49' 50" WEST 601.73 FEET TO A POINT WHICH BEARS NORTH 80 DEG. 37' 17" EAST 1028.08 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 80 DEG. 37' 17" WEST 1028.08 TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2005158461, OF THE SKAMANIA COUNTY, WASHINGTON RECORDS.



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