AFN #2011179152 Recorded 10/03/2011 at 08:35 AM DocType: TRST Filed by: AMERICAN TITLE, INC. Page: 1 of 6 Auditor Timothy O. Todd Skamania County, WA

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## SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) MARGARET J. SWIFT, A MARRIED WOMAN AND JAMES LIPPINCOTT, A NON-VESTED SPOUSE, WIFE AND HUSBAND

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 8, OREGON LUMBER COMPANY'S SUBDIVISION, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number 03-09-14-3-0-0700-00

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.
HECTOR M. ROSAS, DOCUMENT PREPARATION
11601 N. Black Canyon Hwy
Phoenix, ARIZONA 85029
866-537-8489

## [Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20112207500092

Account number: 682-682-0563633-1XXX

#### **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>SEPTEMBER 12, 2011</u>, together with all Riders to this document.
- (B) "Borrower" is MARGARET J. SWIFT, A MARRIED WOMAN AND JAMES LIPPINCOTT, A NON-VESTED SPOUSE, WIFE AND HUSBAND. 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>SEPTEMBER 12, 2011</u>. 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, <u>ONE HUNDRED THOUSAND AND 00/100THS</u> Dollars (U.S. \$100,000.00) plus interest. Borrower has promised

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

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to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after October 12, 2051.

- (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
N/A	Third Party Rider

N/A 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 July 12, 2007, as Auditor's File Number 2007166850 in Book n/a at Page n/a of the Official Records in the Office of the Auditor of Skamania 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	Skamania
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]

# ABBREVIATED LEGAL: LOT 8, OREGON LUMBER COMPANY'S SUBDIVISION, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

which currently has the address of		12 DEERFIELD ROAD	
COOK [City]	, Washington_	[Street] 98605 [Zip Code]	("Property Address"):

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

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

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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.

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.

MARGARET SWIFT

-Borrower

IAMES LIPPINCOTT

-Borrower

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For An Individual Acting In His/Her Own Right: State of Oregon	
County of Hood River	
On this day personally appeared before me Margaret Jane fuit	
grantor or grantors) to me known to be the individu within and foregoing instrument, and acknowledge	(here insert the name of al, or individuals described in and who executed the d that he (she or they) signed the same as his (her or
their) free and voluntary act and deed, for the uses a hand and official seal this 1211 day of Sept	and purposes therein mentioned. Given under my, 20 [[]
Witness my hand and notarial seal on this the 124	day of Sept Collis
[NOTARIAL SEAL]	Print Name: Jensife E Collett  Notary Public
OFFICIAL SEAL JENNIFER E COLLETT NOTARY PUBLIC-OREGON COMMISSION NO. 455035 MY COMMISSION EXPIRES JANUARY 06, 2015	

My commission expires: Jan 6 2015

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#### **EXHIBIT A**

Reference: 20112207500092

Account: 682-682-0563633-1998

#### **Legal Description:**

A TRACT OF LAND IN LOT 8 OF OREGON LUMBER COMPANY'S SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT PAGE 29 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON, IN SECTION 14, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 150 FEET; THENCE EAST 286 FEET; THENCE NORTH 150 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID LOT 8; THENCE WEST ALONG SAID NORTH LINE 286 FEET TO THE POINT OF BEGINNING. ABBREVIATED LEGAL: LOT 8, OREGON LUMBER COMPANY'S SUBDIVISION

