AFN #2012180766 Recorded 06/04/2012 at 10:27 AM DocType: TRST Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 7 Auditor Timothy O. Todd Skamania County, WA

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

Columbia Gorge Title \_\_\_- <u>J2685</u>

# SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) KATHLEEN A BUTCHER AND STEPHEN RAY BUTCHER, 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 THE SOUTH 208 FEET OF THE EASL 416 FEET OF THE SOUTHEAST QUARTER OF MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A

Assessor's Property Tax Parcel or Account Number 03091130200000

Reference Numbers of Documents Assigned or Released

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

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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.
JEFF LUNDY, DOCUMENT PREPARATION
1 Home Campus
Des Moines, IOWA 50328
800-580-2195

# [Space Above This Line For Recording Data]

# SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20121379300005 Account number: 682-682-0907170-1XXX

## **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 25, 2012, together with all Riders to this document.
- (B) "Borrower" is KATHLEEN A BUTCHER AND STEPHEN RAY BUTCHER, 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 25, 2012. 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, THIRTY-FOUR THOUSAND AND 00/100THS Dollars (U.S. \$34,000.00) plus interest. Borrower has promised to pay this debt

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in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after June 25, 2042.

- (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 <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

Country

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	01	Skamama	
[Type of Recording Jurisdiction]	[Name of P	Recording Jurisdiction]	
	· ~ ~		
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PARTICULARLY DESCRIBED IN THE AT	TACHED EXHIBIT	ΓA	
	<i>P</i>		
which currently has the address	01 M/	CCI AIN DD	

of Street | COOK | Washington | Street | Froperty 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

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

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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.

KATHLEEN A BUTCHER

-Borrower

STEPHEN RAY BUTCHER

-Borrower

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For An Individual Acting In His/Her Own Rig	ht:
County of CLARK	_
On this day personally appeared before me	and Spephen Kay Butcher (here insert the name of
within and foregoing instrument, and acknowle	ividual, or individuals described in and who executed the edged that he (she of they) signed the same as his (her or uses and purposes therein mentioned. Given under my, 20 12.
Witness my hand and notarial seal on this the	29th day of May, 2012
	Signature
NOTARIAL SEALT NOTARY PUBLIC STATE OF WASHINGTON TINA L. CADY MY COMMISSION EXPIRES MARCH 9, 2016	Print Name:  Notary Public
My commission expires: 3/9 1/6	
C	

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## **EXHIBIT A**

Reference: 20121379300005

Account: 682-682-0907170-1998

**Legal Description:** 

SEE EXHIBIT A



Exhibit A, CDP.V1 07/2004

1/1

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#### EXHIBIT 'A'

### PARCEL I

The South 208 feet of the East 416 feet of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT the East 208 feet thereof.

#### PARCEL II

A tract of land in the Southwest Quarter of Section 11, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of a tract of land conveyed to Curtis E. Presley, et ux, by instrument recorded in Book 61, Page 318, which is also described as the Northeast corner of the South 208 feet of the East 208 feet of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of said Section 11; thence West along said North line, 416 feet to the Northeast corner of a tract of land conveyed to Stephen Ray Butcher, et ux, by instrument recorded in Book 79, Page 12; thence North 02°22'35" East 27.27 feet, more or less, to the Southwest corner of a tract of land conveyed to Frederick L. Raczykowski, et ux, by instrument recorded in Book 63, Page 338; thence East along said South line of said tract 188 feet, more or less, to the Southwest corner of a tract of land conveyed to William A. Benedict, et ux, by instrument recorded in Book 78, Page 166; thence continued East along said South line 230 feet to the Southeast corner as recorded in Book 63, Page 337, which is to the centerline of Cook-Underwood Road; thence South along said centerline to the point of beginning.

EXCEPT that portion lying within Cook-Underwood Road.