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78465594

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Document Title(s)
Grantor(s)
Grantee(s) U.S. Bank National Association ND
Legal Description See attached Exhibit "A" PTN SW 1503 10E
Assessor's Property Tax Parcel or Account Number 03101500100000
Reference Numbers of Documents Assigned or Released

State of Washington Space Above This Line For Recording Data

DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is02/13/2013
..... The parties and their addresses are:

GRANTOR:
RONALD E. HARRIS AND KIMBERLY A. HARRIS, 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

RA (page 1 of 3)
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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)
.42 LACOCK KELCHNER RD., UNDERWOOD....., Washington .98651-9227.....
(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 \$.300,000.00..... 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): **RON HARRIS and KIMBERLY ANN HARRIS**
Principal/Maximum Line Amount: **300,000.00**
Maturity Date: **02/15/2038**
Note Date: **02/13/2013**
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.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

5. **MASTER FORM.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Deed Of Trust master form (Master Form), inclusive, dated 01/18/2007 and recorded as Recording Number or Instrument Number 2007164612 in Book at Page(s) in the SKAMANIA County, Washington, County Recorder's office are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument will be offered for record in the same county in which the Master Form was recorded.

6. **OTHER TERMS.** ☐ **Mortgage Rider - Escrow for Taxes and Insurance.** If checked, the covenants and agreements of the Mortgage Rider - Escrow for Taxes and Insurance is incorporated into and supplement and amend the terms of this Security Instrument.

7. **SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form.

Ronald E. Harris 2/13/13 (Signature) RONALD E. HARRIS (Date) *Kimberly A. Harris* 2/13/13 (Signature) KIMBERLY A. HARRIS (Date)

ACKNOWLEDGMENT:

STATE OF Oregon, COUNTY OF Skamania } ss.
(Individual) I certify that I know or have satisfactory evidence that RONALD E. HARRIS AND KIMBERLY A. HARRIS, HUSBAND AND WIFE

is/are the individual(s) who appeared before me, and said individual(s) acknowledged that she/he/they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 02/13/2013

(Seal) *Patricia M Guzman*
Notary Public in and for the State of Washington
Residing At: Oregon PO

My notary appointment expires: 12/26/2015



Prepared By: Jeff Berkley
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202

EXHIBIT "A" LEGAL DESCRIPTION

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Account #: 21717891	Index #:
Order Date : 12/29/2012	Registered Land:
Reference : 20123621919200	Parcel #: 03101500100000
Name : RON HARRIS	
Deed Ref : 2004155649	

SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT:

A PARCEL OF LAND IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15 TOWNSHIP 3 NORTH RANGE 10 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING WHICH IS A STATE OF WASHINGTON BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 01 DEG. 03'48" EAST ALONG WEST LINE OF SAID SECTION 15, A DISTANCE OF 576.12 FEET TO THE CENTERLINE OF SKAMANIA COUNTY COOK-UNDERWOOD ROAD EASEMENT; THENCE CONTINUING NORTH 01 DEG. 03'48" EAST ALONG SAID WEST LINE, A DISTANCE OF 593.16 FEET; THENCE SOUTH 88 DEG. 25'24" EAST, A DISTANCE OF 445.05 FEET TO THE CENTERLINE OF SKAMANIA COUNTY NEWELL ROAD EASEMENT; THENCE NORTHEASTERLY 221.87 FEET ALONG SAID CENTERLINE, ON A CURVE HAVING A RADIUS OF 1130.04 FEET AND A CENTRAL ANGLE OF 11 DEG. 14'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 50 DEG. 40'42" EAST 221.52 FEET; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 65 DEG. 10'01" EAST, A DISTANCE OF 111.93 FEET; THENCE SOUTH 01 DEG. 50'11" WEST, A DISTANCE OF 764.64 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID COOK-UNDERWOOD ROAD; THENCE SOUTHEASTERLY 228.43 FEET ALONG SAID SOUTH LINE, ON A CURVE HAVING A RADIUS OF 1115.92 FEET AND A CENTRAL ANGLE OF 11 DEG. 43'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 68 DEG. 38'51" EAST 228.03 FEET; THENCE CONTINUING ALONG SAID SOUTH 62 DEG. 47'00" EAST, A DISTANCE OF 426.04 FEET; THENCE SOUTH 01 DEG. 50'18" WEST PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SOUTHWEST QUARTER, A DISTANCE OF 339.03 FEET TO A POINT 30 FEET NORTH 88 DEG. 22'25" WEST OF THE SOUTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 88 DEG. 22'25" WEST, ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER A DISTANCE OF 1295.92 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ABBREVIATED LEGAL: PTN SW 15 03 10E

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. 2004155649, OF THE SKAMANIA COUNTY, WASHINGTON RECORDS.



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