AFN #2017000677 Recorded Apr 03, 2017 08:02 AM DocType: TRST Filed by: CORPORATION SERVICE COMPANY Page: 1 of 4 File Fee: \$77.00 Auditor Robert J. Waymire Skamania County, WA

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## SHORT FORM OPEN-END DEED OF TRUST

**DEFINITIONS** Words used in multiple sections of this Security Instrument are defined below and in the Master Form. "Master Form" means that certain Master Form Open-End Deed of Trust recorded in the Office of the Recorder \_, in Book/Volume on 10/17/2013 at Page(s) \_, for land situate in the County of SKAMANIA Recording No. 2013002282 "Borrower" is LARRY P. MAHAFFEY, MARRIED CONSTANCE K. MAHAFFEY, MARRIED The Borrower's address is 102 VALLEY DR CARSON, WA 98610 Borrower is the trustor or Grantor under this Security Instrument. "Lender" is KeyBank National Association 4910 Tiedeman Road, Suite B, Brooklyn, OH 44144 Lender is the beneficiary or Grantee under this Security Instrument. "Property" means the property that is described below under the heading "Transfer of Rights in the Property," which includes the real property located at: 102 VALLEY DR CARSON, WA 98610 ("Property Address"), which is also located in [include lot, block, plat name, section-township-range, as appropriate]: the County of SKAMANIA, in the State of Washington LOT 4 NEWMAN SUBD BK 8 PG 67, DEED 2014000380, PARCEL 03082014020500 and as may be more fully described in Schedule A (see, Page 4). The Assessor's Tax Parcel or Account Number for this property is: 03082014020500 "Security Instrument" means this document, which is dated <u>03/20/17</u>, together with all Riders to this document. "Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument. "Trustee" is FIRST AMERICAN TITLE INSURANCE COMPANY

2101 FOURTH AVE SUITE 800

SEATTLE, WA 98121

"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, or other credit instrument signed by Borrower and dated the same day as this Security Instrument evidences amounts Borrower owes Lender, or may owe Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$ 75,000.00 plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than the Maturity Date, which is 03/24/2047 "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.

### 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 at the address provided above.

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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

## INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

BORROWER:

LARRY D. MAHAFFEY
BORROWER:  CONSTANCE K. MAHAFFEY
BORROWER:
BORROWER:
BORROWER:
BORROWER:

	BORROWER:
	BORROWER:
STATE OF WASHINGTON CITY/COUNTY OF HOOD RUJE I certify that I know or have satisfactory even is the person who appeared before me, and said p	erson acknowledged that he/she signed this instrument and
acknowledged it to be his/her free and voluntary act  Dated: 3 - 20 20 17	for the uses and purposes mentioned in the instrument.  Sandres Roe Bel Clar  Notary Public
OFFICIAL STAMP SANDRA RAE BELCHER NOTARY PUBLIC-OREGON COMMISSION NO. 947886 MY COMMISSION EXPIRES MARCH 07, 2020	Title My Appointment expires: 03 07 2020
STATE OF WASHINGTON CITY/COUNTY OF HOOD RIVE	
I certify that I know or have satisfactory evisits the person who appeared before me, and said p	erson acknowledged that he/she signed this instrument and
acknowledged it to be his/her free and voluntary act  Dated: 3-20-JOIP	Notary Public  Notary Public  Notary Public
OFFICIAL STAMP SANDRA FAE BELCHER NOTARY PUBLIC-OREGON COMMISSION NO. 947886 MY COMMISSION EXPIRES MARCH 07, 2020	Title My Appointment expires: <u>03</u> 0712020
STATE OF WASHINGTON CITY/COUNTY OF I certify that I know or have satisfactory ex	vidence that
oath stated that he/she was authorized to execute the	person acknowledged that he/she signed this instrument, on is instrument and acknowledged it as the to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.	
Dated:	Notes D. Lille
	Notary Public
(Seal or Stamp)	Title My Appointment expires:

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young

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#### Schedule A

SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON: LOT 4 NEWMAN SUBDIVISION ACCORDING TO THE RECORDED PLAT THEREOF RECORDED IN BOOK B OF PLATS PAGE 67 IN THE COUNTY OF SKAMANIA STATE OF WASHINGTON. 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 VOLUME 2014, PAGE 000380, OF THE SKAMANIA COUNTY, WASHINGTON RECORDS. ABBREVIATED LEGAL: LOT 4 NEWMAN SUBD BK 8 PG 67, DEED 2014000380, PARCEL 03082014020500



# Schedule B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.



Reference Number:

170531558590C