Skamania County, WA

Total: \$107.50 Pgs=6

2019-001224

07/17/2019 08:40 AM TRST **AMERICAN TITLE - PLATINUM** 

Request of: eRecorded by: Simplifile

187739

Requested by/Return to: Title365 11010 Burdette Street PO Box 641010 Omaha, NE 68164 Kevin L Cunningham

# SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) Kevin Cunningham, an unmarried man

Trustee(s) Wells Fargo Financial National Bank

Beneficiary Wells Fargo Bank, N.A. 101 North Phillips Avenue, Sioux Falls, SD 57104

Legal Description ABBREVIATED LEGAL: ABBREVIATED LEGAL: PTN LT 2 AND PTN LT 3, BLK 2, 2ND ADDN TO HILL CREST ACRES, PLAT BK A, PG 100, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number 03-75-36-2-3-0505-00

Reference Numbers of Documents Assigned or Released

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. Vicki L Lapaj DOCUMENT PREPARATION 9600 NE CASCADES PKWY SUITE 40 PORTLAND, OR, 97220.6837 866-537-8489

## [Space Above This Line For Recording Data]

# SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 83328856

ACCOUNT #: XXX-XXX-XXX6922-1998

### 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>July 02, 2019</u>, together with all Riders to this document.
- (B) "Borrower" is Kevin Cunningham, an unmarried man. 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.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated July 02, 2019. 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, TWENTY FIVE THOUSAND AND 00/100THS Dollars (U.S. \$ 25,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after August 02, 2049.
- (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 [mark as applicable]:

N/A Leasehold Rider		
N/A Third Party Rider		
N/A Other(s) [specify]	N/A	

(1) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated June 14, 2007, and

WASHINGTON – SHORT FORM OPEN-END SECURITY INSTRUMENT WA107006, HCWF#1006v1 (2/10/2018) WA-107006-0118

(page 2 of 5 pages) Documents Processed 06-28-2019 14:59:29 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	f Recording Jurisdiction	n]
ABBREVIATED LEGAL:ABBREVIATE			
HILL CREST ACRES, PLAT BK A, PG 1	00, MORE PARTICU	LARLY DESCRIBED	IN THE ATTACHED
EXHIBIT A.	/TO. TO.		
		•	
which currently has the address of			. 1
510 NE Pine ST	and the second	- 4	
510 NE Pine S1			
	[Street]		
Stevenson	, Wash	hington 98648-4216	("Property 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 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.

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Nathan M Hannam NMLSR ID: 1550793

For An Individual Acting In His/Her Own Right: State of OROGON	- A (A)
County of HODO RIVER	' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '
On this day personally appeared before me	
Kevin Cunningham	
and who executed the within and foregoing instrume	and deed, for the uses and purposes therein mentioned
Witness my hand and notarial seal on this the _ 2	day of <b>July</b> , <b>2019</b>
	Maria X Hindle
[NOTARIAL SEAL]	Norine A. Hinkle.
OFFICIAL STAMP NORINE A HINKLE NOTARY PUBLIC - OREGON COMMISSION NO. 941300 MY COMMISSION EXPIRES JULY 27, 2019	Print Name:Notary Public

My commission expires: 7/27/2019

#### EXHIBIT A

Reference: 83328856

Account: XXX-XXX-XXX6922-1998

## **Legal Description:**

THE FOLLOWING DESCRIBED PROPERTY IN SKAMANIA COUNTY, WASHINGTON:THE EAST 65 FEET OF LOT 2 AND THE WEST 10 FEET OF LOT 3, BLOCK 2, SECOND ADDITION TO HILL CREST ACRES, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK A OF PLATS, PAGE 100, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.TOGETHER WITH THAT PORTION LYING DUE SOUTH OF THE ABOVE DESCRIBED PARCEL BEING 40 FEET WIDE AS VACATED BY INSTRUMENT RECORDED IN BOOK 114, PAGE 819.SUBJECT TO SPECIAL EXCEPTIONS 7, 8, 9, 10, 11, 12 OF THE PRELIMINARY TITLE REPORT DATED APRIL 27, 2016 FILE NUMBER S 16-0043KM. A COPY OF WHICH WAS PROVIDED TO THE GRANTOR AND GRANTEE HEREIN NAMED.ABBREVIATED LEGAL:ABBREVIATED LEGAL: PTN LT 2 AND PTN LT 3, BLK 2, 2ND ADDN TO HILL CREST ACRES, PLAT BK A, PG 100.