

Skamania County, WA

Total: \$206.50 Pgs=3

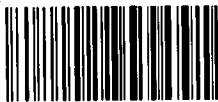
TRST

Request of: TITLE365 - OMAHA

eRecorded by: Simplifile

2023-000179

02/09/2023 01:39 PM



HEQ-935092

Requested by/Return to:  
Title365 (Omaha)  
11010 Burdette Street  
PO Box 641010  
Omaha, NE 68164  
James Joseph Peterson

Document Title: Deed of Trust

Grantor(s): James Peterson, Jr & Shannon Peterson

Grantee(s): Third Federal Savings and Loan

Assessor's Property Tax Parcel or Account Number:

02-05-20-0-0-0213-00

[Space Above This Line For Recording Data]

**SHORT FORM DEED OF TRUST**

(With Future Advance Clause)

ABB. LEGAL : ACRES: 4.7 / LOT 1 WEST  
FORK ESTATES #3 BK 2/PG 161 90-0113 55 1  
5 20 2, THE COUNTY OF SKAMANIA, STATE  
OF WASHINGTON  
See page 3 for legal

**1. DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is: January 27, 2023.

The parties and their addresses are:

GRANTOR: James Peterson, Jr and Shannon Peterson, Married To Each Other; 1101 Mathews Rd,  
Washougal, WA 98671-7335

☐ If checked, refer to the attached Addendum incorporated herein, for additional Trustors, their  
signatures and acknowledgments.

**Trustee:** Chicago Title Insurance Company, a Nebraska corporation

**Lender:** Third Federal Savings and Loan, 7007 Broadway Avenue, Cleveland, OH 44105  
INCORPORATED IN THE STATE OF OHIO

**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 Legal Description**

The property is located in **SKAMANIA** County at **1101 Mathews Rd , WASHOUGAL, Washington  
98671-7335**.

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

**3. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at  
any one time shall not exceed \$200,000.00. 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).) **A  
Note, evidenced by the Home Equity Line of Credit, executed by James Peterson Jr and Shannon  
Peterson in favor of Lender dated 01/27/23 in the Principal Amount of \$200,000.00 and with a  
Maturity Date of 01/27/53.**

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. DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Sections 5 through 22 of the Master Mortgage are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of Master Form Deed of Trust and agrees to be bound by the Sections and paragraphs of the Master Form Deed of Trust incorporated into this Security Instrument.

**"Master Form"** means that certain Master Form Deed of Trust recorded in the Office of the Recorder on 6/14/17, in Book/Volume , at Page(s) or Recording No. E2017001232, for land situated in the County of SKAMANIA, Washington.

**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.

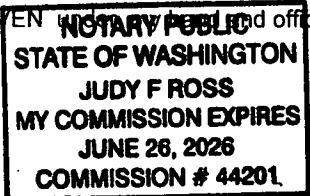
James Peterson, Jr 1-27-23 Shannon Peterson 1/27/23  
(Date) (Date)  
\_\_\_\_\_  
(Date) (Date)

STATE OF WASHINGTON, County of Skamania

On this day personally appeared before me James Peterson, Jr and Shannon Peterson

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 27 day of January, 2023.



Judy F. Ross  
Notary Public in and for the State of Washington, residing at Camas, WA  
My commission expires on: 6-26-2026

Loan Origination Organization: Third Federal Savings and Loan Association of Cleveland, NMLS ID: 449401

Loan originator: Alicia Beshara, NMLS ID: 438945

**Third Federal Savings and Loan  
EXHIBIT 'A' - LEGAL DESCRIPTION**

Borrower Name: James Peterson, Jr & Shannon Peterson

Property Address: 1101 Mathews Rd, Washougal, WA, 98671-7335

Parcel ID: 02-05-20-0-0-0213-00 / Group ID: / Property Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON: PARCEL I A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: LOT 1 OF WEST FORK ESTATES III, RECORDED UNDER AUDITOR'S FILE NO. 90585, IN BOOK 2 OF SHORT PLATS, PAGE 161, RECORDS OF SKAMANIA COUNTY, WASHINGTON. PARCEL II THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, LYING SOUTH OF THE NORTH FORK OF THE WASHOUGAL RIVER. ABBREVIATED LEGAL DESCRIPTION: ACRES: 4.7 / LOT 1 WEST FORK ESTATES #3 BK 2/PG 161 90-0113 55 1 5 20 2. Subject to restrictions, reservations, easements, covenants, oil, gas or mineral rights of record, if any

Being previously conveyed by Warranty Deed from GARY G. TALBOY AND ELYA M. TALBOY, HUSBAND AND WIFE AS TO PARCEL I AND GARY G. TALBOY, AS HIS SEPARATE ESTATE, AS TO PARCEL II to JAMES PETERSON, JR. AND SHANNON PETERSON, HUSBAND AND WIFE, dated 09/20/2019, and recorded on 09/23/2019, at document reference 2019-001794 in SKAMANIA County, Washington.

Initials: JP SS

