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Skagit County Auditor  
8/4/2003 Page 1 of 2 2:11:54AM

Prepared by:  
Wells Fargo Financial Bank  
3201 North 4th Avenue  
Sioux Falls, SD 57104

Return to:  
Wells Fargo Financial Bank  
3201 North 4th Avenue  
Sioux Falls, SD 57104

LAND TITLE COMPANY OF SKAGIT COUNTY  
108672-PS

Document Title: **OPEN END DEED OF TRUST**  
Reference Number(s): 108672-PS  
Grantor(s): Heidi K Donnelly, And Daniel Donnelly,  
wife and husband

Trustee: Land Title Company of Skagit County  
Beneficiary: Wells Fargo Financial Bank

Legal Description, if abbreviated, full legal description is located on the reverse: Lot 18, "SAMISH RIVER PARK, DIVISION NO. 1," as per plat recorded in Volume 9 of Plats, pages 43 and 44, records of Skagit County, Washington. Situate in the County of Skagit, State of Washington.

Tax # 3990-000-018-0006

situated in the County of Skagit, State of Washington.

Assessor's Property Tax Parcel Account Number(s): P68696

THIS DEED OF TRUST, made this 31 day of July, 2003, between

Heidi K Donnelly And Daniel Donnelly,  
wife and husband Grantor, whose address is

6982 Steelhead Lane Burlington WA 98233

Land Title Company of Skagit County, Trustee

whose address is 111 East George Hopper Road, Burlington, WA 98233

Wells Fargo Financial Bank, Beneficiary, whose address is 3201 North 4th Avenue, Sioux Falls, South Dakota 57104 for the purpose of securing performance of each agreement of grantor herein contained, and payment of all amounts due under a Credit Card Account Agreement dated July 31, 2003, pursuant to which advances may be made on the line of credit of \$ 15,000.00, together with charges according to the terms of said Credit Card Account Agreement, and also any and all indebtedness, sums, future advances, and charges now or hereafter owing or to become owing by Grantor to Beneficiary under said Credit Card Account Agreement between Grantor and Beneficiary.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the above-described real property in Skagit County, Washington which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair, to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; or to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now and hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust or cure or waive any default or notice of default or invalidate any act done pursuant to such notice. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

7. Not to sell, convey or otherwise transfer the property or any portion thereof without Beneficiary's written consent and any such sale, conveyance, or transfer without Beneficiary's written consent shall be a default under the terms hereof.

