

After Recording Return To:

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Billings, MT 59107-9900



200803110136  
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

128592 SA

05-00038 08

**DEED OF TRUST**

Trustor(s) JAMES R. WHITEFIELD AND JUDITH A. FOSMO, HUSBAND AND WIFE.  
ORG VSTG:

Trustee(s) Wells Fargo Financial National Bank, 2324 Overland Ave, Billings, MT 59102

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

Legal Description LOTS 3-5, DEWEY BEACH #2

Assessor's Property Tax Parcel or Account Number 3901-000-004-0000

Reference Numbers of Documents Assigned or Released

THIS DEED OF TRUST IS SECOND AND SUBORDINATE TO DEED OF TRUST RECORDED  
UNDER AUDITOR FILE NO. 200803110135



Prepared by:  
Wells Fargo Bank, N.A.  
BETSY NILSON  
DOCUMENT PREPARATION  
ONE HOME CAMPUS  
DES MOINES, IOWA 50328  
425-455-6078

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05-00038-08

State of Washington  
REFERENCE #: 20080264500047

Space Above This Line For Recording Data  
Account number: 650-650-8064446-1XXX

## SHORT FORM DEED OF TRUST (With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is FEBRUARY 19, 2008 and the parties are as follows:  
TRUSTOR ("Grantor"): **JAMES R. WHITEFIELD AND JUDITH A. FOSMO, HUSBAND AND WIFE.**  
ORG VSTG: whose address is: **15206 DECEPTION RD, ANACORTES, WASHINGTON 98221-0000**

TRUSTEE: **Wells Fargo Financial National Bank, 2324 Overland Ave, Billings, MT 59102**

BENEFICIARY ("Lender"): **Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104**

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, all of that certain real property located in the County of SKAGIT, State of Washington, described as follows:  
Assessor's Property Tax Parcel Account Number(s): **3901-000-004-0000**  
**LOTS 3-5, DEWEY BEACH #2**

with the address of 15206 DECEPTION ROAD, ANACORTES, WASHINGTON 98221-0000 and parcel number of 3901-000-004-0000 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 AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed **\$ 64,800.00** together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is MARCH 19, 2048.

WADEED - short (06/2002) CDPv.1



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4. **MASTER FORM DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor Agrees that all provisions and sections of the Master Form Deed of Trust ("Master Form"), inclusive, dated **February 1, 1997**, and recorded on **2/6/1997** as Auditor's File Number **9702060051** in Book **1626** at Page **614** of the Official Records in the Office of the Auditor of **SKAGIT** County, State of Washington, are hereby incorporated into, and shall govern, this Security Instrument.

5. **USE OF PROPERTY.** The property subject to this Security Instrument is not used principally for agricultural or farming purposes.

6. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

N/A Third Party Rider

N/A Leasehold Rider

Other: Home Asset Management Account Rider

**SIGNATURES:** By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

*James R. Whitefield* *2/25/08*  
Grantor **JAMES R. WHITEFIELD** Date

*Judith A. Fosmo* *2-25-08*  
Grantor **JUDITH A. FOSMO** Date

Grantor Date

Grantor Date

Grantor Date

Grantor Date



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Documents Processed 02-18-2008, 14:13:56

Grantor

Date

Grantor

Date

UNOFFICIAL DOCUMENT



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For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

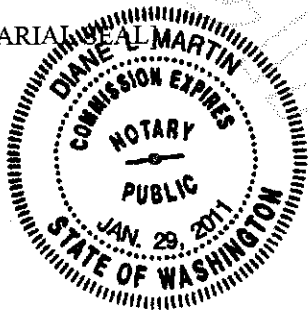
James R. Whitefield and Judith A. Fosmo  
(here insert the name of grantor or

grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 25 day of Feb, 2008.

Witness my hand and notarial seal on this the 25 day of Feb, 2008

Diane L Martin  
Signature

[NOTARIAL



Print Name: Diane L Martin  
Notary Public

My commission expires: 1-29-2011



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Documents Processed 02-18-2008, 14:13:56

**HOME ASSET MANAGEMENT<sup>SM</sup> ACCOUNT RIDER TO MORTGAGE/DEED OF TRUST**

Reference: 20080264500047

This Home Asset Management<sup>SM</sup> Account Rider is dated **02-19-2008** and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same day given by the undersigned,

JAMES R. WHITEFIELD AND JUDITH A. FOSMO, HUSBAND AND WIFE.  
ORG VSTG:

(hereinafter "Mortgagor") to secure the borrower's *Wells Fargo Home Equity Account* with Wells Fargo Bank, N.A. ("Lender") covering the property more particularly described in the Mortgage (the "Property").

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the *Wells Fargo Home Equity Account* and Home Asset Management<sup>SM</sup> Account Addendum to *Wells Fargo Home Equity Account*.
2. Despite any language to the contrary in the Mortgage, Mortgagor covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance in the name of Wells Fargo Bank, N.A., its affiliates, successors or assignees.
3. Paragraph numbers 4 of the Mortgage, which is captioned SECURED DEBT AND FUTURE ADVANCES is hereby deleted in its entirety and replaced by the following paragraph: SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty, or other evidence of debt of same date together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is **03-19-2048**.

B. All future advances from Lender to the borrower under such evidence of debt, whether obligatory or discretionary. All obligatory future advances and advances to cure breeches of covenants contained in the Mortgage 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 which exceed **64,800.00**.

C. All 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.

D. The terms and conditions of the Note referenced in A above include, but are not limited to, a 10 year period for advances under a revolving line of credit. Except if this Note is secured by property located in the state of Tennessee, the parties have agreed that subject to certain qualifying conditions the Lender may extend the period for advances for another 10 years for a total of 20 years. Nothing in this Security Instrument shall constitute a commitment to extend the period for advances beyond the initial 10 year period.

E. Borrower(s) and the Lender have agreed that subject to the satisfaction of certain qualifying conditions, the Credit Line Limit in the Note may be increased quarterly and/or annually. One of those conditions, *inter alia*, is the borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Bank, N.A., or one of its affiliates. All such increases, if any, shall increase the amount of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total

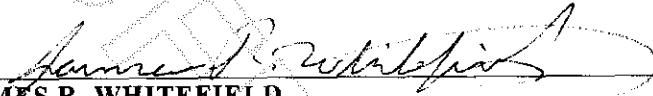
WF HASSETRIDER, CDP.V2 (8/11/07)

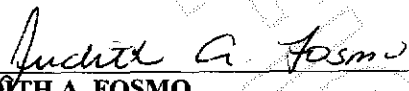


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principal indebtedness" in the 3<sup>rd</sup> recital) and the current Credit Line Limit described in Section 3 hereinabove in the same amount(s).

4. Any Paragraph which is captioned in the Mortgage, **ESCROW FOR TAXES AND INSURANCE**, is hereby deleted in its entirety and replaced with the following: Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes, insurance and other assessments in Escrow.

  
\_\_\_\_\_  
**JAMES R. WHITEFIELD** 2/25/08  
Date

  
\_\_\_\_\_  
**JUDITH A. FOSMO** 2-25-08  
Date

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Date

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**DESCRIPTION:**

Lots 3, 4 And 5, "DEWEY BEACH ADDITION NO. 2," as per plat recorded in Volume 6 of Plats, page 13, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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