



200804290182

Skagit County Auditor

4/29/2008 Page 1 of 5 1:58PM

After Recording Return To:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

GUARDIAN NORTHWEST TITLE CO.

94499-2

ACCOMMODATION RECORDING ONLY

SHORT FORM DEED OF TRUST

Trustor(s) RICHARD P. AUSTIN, II AND GRETCHEN A. AUSTIN, HUSBAND AND WIFE

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 SECTION 19, TOWNSHIP 34, RANGE 5; NE SW

Assessor's Property Tax Parcel or Account Number 340519-3-001-0007/P 30343

Reference Numbers of Documents Assigned or Released



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This instrument prepared by:
Wells Fargo Bank, N.A.
LINDA J HULL, DOCUMENT PREPARATION
1 HOME CAMPUS, X2303-01C
DES MOINES, IOWA 50328
425-455-6120

[Space Above This Line For Recording Data]

SHORT FORM DEED OF TRUST

REFERENCE #: 20080874500158

Account number: 650-650-8341976-0XXX

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 APRIL 24, 2008, together with all Riders to this document.

(B) "Borrower" is RICHARD P. AUSTIN, II AND GRETCHEN A. AUSTIN, HUSBAND AND WIFE. 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, 2324 Overland Ave, Billings, MT 59102.

(E) "Debt Instrument" means the promissory note signed by Borrower and dated APRIL 24, 2008. The Debt Instrument states that Borrower owes Lender SIXTY-EIGHT THOUSAND AND 00/100THS Dollars (U.S. \$68,000.00) plus interest. Borrower has promised to pay this debt in one or more regular Periodic Payments and to pay the debt in full not later than seven (7) calendar days after MAY 01, 2023.

(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.

WASHINGTON - SHORT FORM CLOSED-END SECURITY INSTRUMENT

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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 [check box as applicable]:

☒ Leasehold Rider

☒ Third Party Rider

☒ Other(s) [specify] N/A

(I) "Master Form Deed of Trust" means the Master Form Deed of Trust dated June 14, 2007, and recorded on July 12, 2007, as Auditor's File Number 200707120064 in Book n/a at Page n/a of the Official Records in the Office of the Auditor of Skagit County, State of Washington.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Debt 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 Skagit :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SECTION 19, TOWNSHIP 34, RANGE 5; NE SW

which currently has the address of 15633 GUNDERSON RIDGE LANE
[Street]
MOUNT VERNON, Washington 98273-0000 ("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.

Richard P. Austin II (Seal)
RICHARD P. AUSTIN, II -Borrower
Gretchen A. Austin (Seal)
GRETCHEN A. AUSTIN -Borrower

For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

Richard P. Austin, II + Gretchen A. Austin
(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 24th day of April, 20 08.

Witness my hand and notarial seal on this the 24th day of April, 2008

Shanna M. Gipe
Signature

Shanna M. Gipe
Print Name:

Notary Public



My commission expires: 1/29/10

WASHINGTON - SHORT FORM CLOSED-END SECURITY INSTRUM
HCWF#1008v1 (2/16/08)



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EXHIBIT A

Reference: 20080874500158

Account: 650-650-8341976-0001

Legal Description:

PARCEL "A": LOT 5, OF THAT CERTAIN SURVEY RECORDED MAY 8, 1985, AS AUDITOR'S FILE NO. 8505080016, IN VOLUME 6 OF SURVEYS, PAGE 68, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID PREMISES BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M. TOGETHER WITH A 60 FOOT WIDE, NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITIES OVER AND ACROSS THOSE PORTIONS OF LOTS 1, 2 AND 3, OF SAID SURVEY, AS DELINEATED THEREON. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITIES OVER AND ACROSS THE NORTH 60 FEET OF THE WEST 60 FEET OF LOT 6, OF SAID SURVEY, AS DELINEATED THEREON. PARCEL "B": A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY: THE NORTH 60 FEET OF THAT PORTION OF TRACT 3 OF GUNDERSON MEADOWS, RECORDED FEBRUARY 9, 1983, IN VOLUME 4 OF SURVEYS, PAGES 80 AND 81, AS AUDITOR'S FILE NO. 830 2090003, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WITHIN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M..

Exhibit A, CDP.V1 07/2004



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