



200906180074

Skagit County Auditor

6/18/2009 Page

1 of

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POOR ORIGINAL

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) K. HERBERT SMITH AND SALLY J. SMITH, 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 LOTS 1-30 BLKS 7, 8, 9 AND 10, NORTH ANACORTES

Assessor's Property Tax Parcel or Account Number P60782

Reference Numbers of Documents Assigned or Released

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1006v1 (11/15/2008)



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This instrument prepared by:
Wells Fargo Bank, N.A.
MICHELLE M BENNING, DOCUMENT PREPARATION
2202 W. ROSE GARDEN LANE
PHOENIX, ARIZONA 85027
866-537-8489

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SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20091077800034

Account number: 651-651-2740140-1XXX

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 MAY 29, 2009, together with all Riders to this document.
- (B) "Borrower" is K. HERBERT SMITH AND SALLY J. SMITH, 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 loan agreement or other credit instrument signed by Borrower and dated MAY 29, 2009. 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, THIRTY THOUSAND AND 00/100THS Dollars (U.S. \$30,000.00) plus interest. Borrower has promised to pay this debt

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in Periodic Payments and to pay the debt in full not later than **seven (7) calendar days after June 29, 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 [check box as applicable]:

N/A Leasehold Rider

N/A Third Party Rider

N/A Other(s) [specify] _____ **N/A**

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated **June 14, 2007**, and recorded on **July 12, 2007**, as Auditor's File Number **200707120063** 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 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 _____ Skagit :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOTS 1-30 BLKS 7, 8, 9 AND 10, NORTH ANACORTES

which currently has the address _____ **7140 GLENCOE LN**
of _____

_____ ANACORTES _____, Washington _____ **98221** _____ ("Property Address"):
[City] [Street] [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

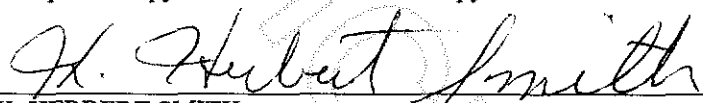


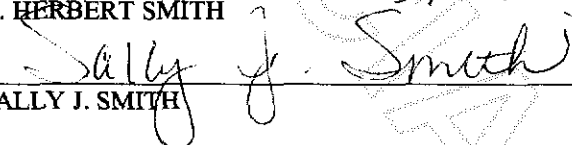
to the Property against all claims and demands, subject to any encumbrances of record.

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.


K. HERBERT SMITH -Borrower


SALLY J. SMITH -Borrower



For An Individual Acting In His/Her Own Right:

State of WA

County of KING

On this day personally appeared before me K. Herbert Smith and Sally J. Smith (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 27th day of May, 2009.

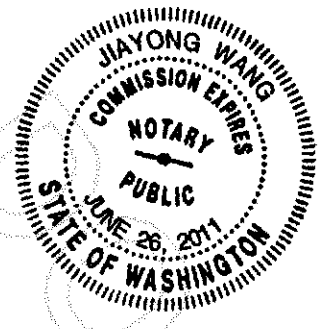
Witness my hand and notarial seal on this the 27th day of May, 2009

Signature [Signature]

[NOTARIAL SEAL]

Print Name: JAYONG WANG
Notary Public

My commission expires: June 26, 2011



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EXHIBIT A

Reference: 20091077800034

Account: 651-651-2740140-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT LOTS 1 THROUGH 30, INCLUSIVE OF BLOCKS 7, 8, 9 AND 10, "CITY OF NORTH ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 23 HALF, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. SUBJECT TO CONDITIONS CONTAINED IN INSTRUMENT RECORDED UNDER AUDITOR'S NO 9108210055. ABBREVIATED LEGAL : LOTS 1-30 BLKS 7, 8, 9 AND 10, NORTH ANACORTES

Exhibit A, CDP.V1 07/2004



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