



200912300087

Skagit County Auditor

12/30/2009 Page

1 of

5 2:11PM

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.

A98606-4

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) KISMET A. OETTINGER, A SINGLE PERSON AND SUSAN C. NEUMANN, A SINGLE PERSON

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 LOT 57, "DECEPTION PASS WATERFRONT TRACTS," AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT.

Assessor's Property Tax Parcel or Account Number 3898-000-059-0009 P64917

Reference Numbers of Documents Assigned or Released



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

This instrument prepared by:
Wells Fargo Bank, N.A.
LINDSI GUTH, DOCUMENT PREPARATION
WFED ONE HOME CAMPUS X2303-04U
DES MOINES, IOWA 50328001
425-455-6076

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20093374800008

Account number: 650-650-9556614-1XXX

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 DECEMBER 30, 2009, together with all Riders to this document.

(B) "Borrower" is KISMET A. OETTINGER, A SINGLE PERSON AND SUSAN C. NEUMANN, A SINGLE PERSON. 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 DECEMBER 30, 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, EIGHTY-THREE THOUSAND AND 00/100THS Dollars (U.S. \$83,000.00) plus interest. Borrower has promised to pay

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT
HCWF#1006v1 (11/15/2008)

(page 2 of 5 pages)



Documents Processed 12-30-2009, 10:47:22



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Skagit County Auditor

this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after January 30, 2050.

(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 Leaschold 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]

LOT 57, "DECEPTION PASS WATERFRONT TRACTS," AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT.

which currently has the address 15750 YOKEKO DRIVE
of _____ [Street]
ANACORTES, Washington 98221-0000 ("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 seized 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.

HOME ASSET MANAGEMENTSM ACCOUNT

The loan agreement referenced in the above definition of "Debt Instrument" includes any amendments to the Debt Instrument, including the Home Asset ManagementSM Account Addendum dated the same date as the Debt Instrument.

In accordance with the terms of the Debt Instrument, Lender may in its sole discretion periodically offer to increase Borrower's credit limit under the Debt Instrument, subject to the satisfaction of certain conditions. These conditions include, among other things, Borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Bank, N.A. Any such increase in Borrower's credit limit shall increase the maximum principal sum secured by this Security Instrument. Borrower agrees that any future advances made under any credit limit increases shall have the same lien priority as if the future advances were made as of the date of this Security Instrument.

Despite any language to the contrary in this Security Instrument, Borrower covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance given to Wells Fargo Bank, N.A.

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.

Michael M Hutchins as Attorney in fact for Kismet A Oettinger
MICHAEL M. HUTCHINS AS ATTORNEY IN FACT FOR KISMET A. OETTINGER -Borrower

Michael M Hutchins as Attorney in fact for Susan C. Neumann
MICHAEL M. HUTCHINS AS ATTORNEY IN FACT FOR SUSAN C. NEUMANN -Borrower

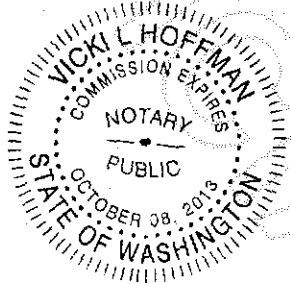


STATE OF WASHINGTON, }
County of SKAGIT } ss.

ACKNOWLEDGMENT - Attorney in Fact

On this 30th day of December 2009, ~~xx~~, before me personally appeared Michael M. Hutchins to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Kismet A. Oettinger and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.



Vicki L. Hoffman
Notary Public in and for the State of Washington,
residing at Anacortes

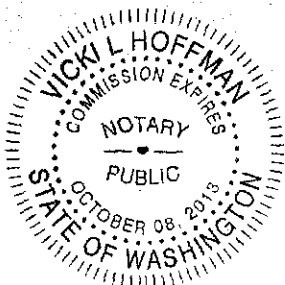
My appointment expires 10/8/13

STATE OF WASHINGTON, }
County of SKAGIT } ss.

ACKNOWLEDGMENT - Attorney in Fact

On this 30th day of December 2009, ~~xx~~, before me personally appeared Michael M. Hutchins to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Susan C. Neumann and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.



Vicki L. Hoffman
Notary Public in and for the State of Washington,
residing at Anacortes

My appointment expires 10/8/13

This jurat is page 5 of 5 and is attached to DEED OF TRUST dated 12-30-2009.



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Skagit County Auditor