



201606070055

Skagit County Auditor

\$83.00

6/7/2016 Page

1 of

10 10:48AM

After Recording Return To:  
Recording requested by and return  
to: 201609181912  
American Title, Inc.  
PO Box 641010  
Omaha, NE 68164-1010

**SHORT FORM OPEN-END DEED OF TRUST**

**Trustor(s) OLENE O'DOWD, TRUSTEE OF THE O'DOWD FAMILY TRUST,  
DATED JULY 30, 2002**

**Trustee(s) Wells Fargo Financial National Bank**

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

**Legal Description ABBREVIATED LEGAL: LOTS 3, FIR CREST PLANNED UNIT  
DEVELOPMENT, AUDITOR'S FILE NO. 200408310219, SKAGIT, WA, MORE  
PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.**

**Assessor's Property Tax Parcel or Account Number 4843-000-003-0000**

**Reference Numbers of Documents Assigned or Released**

Recording requested by and return  
to: 201604181912  
American Title, Inc.  
PO Box 641010  
Omaha, NE 68164-1010

This instrument prepared by:  
Wells Fargo Bank, N.A.  
LISA M DENNIS  
DOCUMENT PREPARATION  
7711 PLANTATION RD  
ROANOKE, VA, 24019  
866-537-8489

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## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20160996400018

ACCOUNT #: XXX-XXX-XXX4208-1998

### 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 18, 2016, together with all Riders to this document.

(B) "**Borrower**" is OLENE O'DOWD, TRUSTEE OF THE O'DOWD FAMILY TRUST, DATED JULY 30, 2002. 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.

(E) "**Debt Instrument**" means the loan agreement or other credit instrument signed by Borrower and dated May 18, 2016. 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, TWENTY FIVE THOUSAND AND 00/100THS Dollars (U.S. \$25,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after June 18, 2046.

(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 [mark as applicable]:

N/A Leasehold Rider  
X 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]

ABBREVIATED LEGAL: LOTS 3, FIR CREST PLANNED UNIT DEVELOPMENT, AUDITOR'S FILE NO. 200408310219, SKAGIT, WA, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

which currently has the address of \_\_\_\_\_  
2507 FIR CREST BLVD  
\_\_\_\_\_  
ANACORTES [Street] 98221 ("Property Address"):  
\_\_\_\_\_, Washington \_\_\_\_\_  
[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.

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.

*Olene O'Dowd, Trustee of the O'Dowd Family Trust, dated July 30, 2002*  
OLENE O'DOWD, TRUSTEE OF THE O'DOWD FAMILY TRUST, DATED JULY 30, 2002 - Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Lyndsay Gail LaBelle  
NMLSR ID: 952588

UNOFFICIAL DOCUMENT

For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

OLENE O'DOWD, TRUSTEE OF THE O'DOWD FAMILY TRUST, DATED JULY 30, 2002

(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 18<sup>th</sup> day of May, 2016.

Witness my hand and notarial seal on this the 18<sup>th</sup> day of May, 2016



Signature \_\_\_\_\_  
Eric Fox  
Print Name: Eric Fox  
Notary Public

My commission expires: 07-14-2019

For An Individual Trustee Borrower:

State of Washington

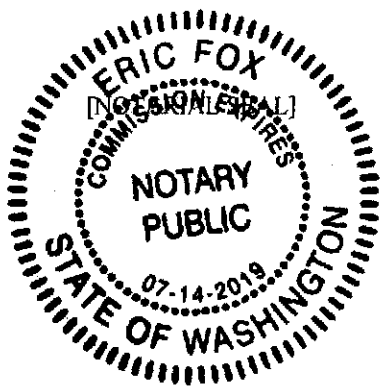
County of Skagit

On this day personally appeared before me  
OLENE O'DOWD, TRUSTEE OF THE O'DOWD FAMILY TRUST, DATED JULY 30, 2002

(here insert the name of grantor or grantors) to me known to be the Trustee for the Trust known as  
Olene O'Dowd, Trustee of the O'Dowd Family Trust dated July 30<sup>th</sup> 2002 and who executed the within and  
foregoing instrument in his or her capacity as Trustee for the said trust, and that he was authorized to do so in the  
trust instrument pursuant to which the said Trust was created, 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 18<sup>th</sup> day of May, 2016. (Signature of officer and official  
seal below)

Witness my hand and notarial seal on this the 18<sup>th</sup> day of May 2016

[Signature]  
Signature  
ERIC FOX  
Print Name: Eric Fox  
Notary Public



My commission expires: 07-14-2019



**EXHIBIT A**

Reference: 20160996400018

Account: XXX-XXX-XXX4208-1998

**Legal Description:**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, TOGETHER WITH ALL AFTER ACQUIRED TITLE OF THE GRANTOR(S) HEREIN. LOTS 3, FIR CREST PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 31, 2004, UNDER AUDITOR'S FILE NO. 200408310219, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOTS 3, FIR CREST PLANNED UNIT DEVELOPMENT, AUDITOR'S FILE NO. 200408310219, SKAGIT, WA.



Reference Number: 20160996400018  
Account Number: XXX-XXX-XXX4208-1998

Wells Fargo Bank, N. A.

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### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on May 18, 2016 is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from OLENE O'DOWD, (individually and collectively referred to as the "Debtor") to Wells Fargo Bank, N. A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

2507 FIR CREST BLVD , ANACORTES, WA 98221  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

With respect to the O'DOWD FAMILY TRUST (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender.

Consequently, references in the Security Instrument to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Debt Instrument shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.

By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this Third Party Rider.

*Olene O'Dowd, Trustee of the O'Dowd Family Trust, dated July 30, 2002*  
OLENE O'DOWD, TRUSTEE OF THE O'DOWD FAMILY TRUST, DATED JULY 30, 2002

**Attach this Rider to the Security Instrument before Recording**

Loan Originator's Name: Lyndsay Gail LaBelle  
NMLSR ID: 952588

3rd Party Rider, HE101137 HCWF#132.v10 (8/16/14)

HE-101137-0314



Documents Processed 05-16-2016 13:56:11 2/2