



353586

Requested by/Return to:
Title365 (Omaha)
11010 Burdette Street
PO Box 641010
Omaha, NE 68164
Debra Winblad

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) Gordon Stanley Winblad and Debra Barthena Winblad Trustees of the Winblad Family Trust,
Dated April 20, 1995

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: LT 10, ELK HAVEN ESTATES, AFN 200208060083,
MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number P119389

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.
 Steven D Silverstein
 DOCUMENT PREPARATION
 7711 PLANTATION RD
 ROANOKE, VA, 24019 3224
 866-537-8489

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 103270088

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 22, 2020, together with all Riders to this document.
- (B) "**Borrower**" is Gordon Stanley Winblad and Debra Barthena Winblad Trustees of the Winblad Family Trust, Dated April 20, 1995. 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 22, 2020. 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, FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$ 50,000.00) 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 22, 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 [mark as applicable]:

N/A Leasehold Rider
 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: LT 10, ELK HAVEN ESTATES, AFN 200208060083, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

which currently has the address of
 7599 VALERIA PL

_____ [Street]
 _____, Washington _____ 98284-7518 ("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.

Gordon Stanley Winblad TRUSTEE OF THE WINBLAD FAMILY TRUST dated APRIL 20, 1995
Gordon Stanley Winblad Trustee of the Winblad Family Trust dated April 20, 1995 - Borrower

Debra Barthena Winblad Trustee of the Winblad Family Trust dated April 20, 1995
Debra Barthena Winblad Trustee of the Winblad Family Trust dated April 20, 1995 - Borrower

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

Loan Originator's Name: GEORGE ANOID
NMLSR ID: 1689921

For An Individual Acting In His/Her Own Right:
State of WA

County of Skagit

On this day personally appeared before me

Gordon Stanley Winblad Trustee of the Winblad Family Trust dated April 20, 1995

Debra Barthena Winblad Trustee of the Winblad Family Trust dated April 20, 1995

(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 22 day of May, 20 20.

Witness my hand and notarial seal on this the 22 day of May, 2020

Linda Dietrick
Signature

[NOTARIAL SEAL]

Linda Dietrick
Print Name:

Notary Public



My commission expires: 11/03/2021

For An Individual Trustee Borrower:

State of WA

County of S King

On this day personally appeared before me

Gordon Stanley Winblad Trustee of the Winblad Family Trust dated April 20, 1995

Debra Barthena Winblad Trustee of the Winblad Family Trust dated April 20, 1995

(here insert the name of grantor or grantors) to me known to be the Trustee for the Trust known as Winblad Family Trust date April 20, 1995 and who executed the within and

foregoing instrument in his or her capacity as Trustee for the said trust, and that he (she or they) was/were 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 22 day of May, 2020. (Signature of officer and official seal below)

Witness my hand and notarial seal on this the 22 day of May, 2020

Linda Dietrick
Signature

[NOTARIAL SEAL]

Linda Dietrick
Print Name:
Notary Public



My commission expires: 11/03/2021

EXHIBIT A

Reference: 103270088

Account: XXX-XXX-XXX4136-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 10, "ELK HAVEN ESTATES", AS RECORDED AUGUST 6, 2002 UNDER AUDITOR'S FILE NO 200208060083, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPTIONS: A. RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 107496, RESERVING TO THE GRANTOR ALL OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY. B. MEMORANDUM OF LEASE AND THE TERMS AND CONDITIONS THEREOF. LESSOR: STATE OF WASHINGTON, ACTING BY AND THROUGH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES LESSEE: CARBON RIVER ENERGY PARTNERSHIP RECORDED: FEBRUARY 26, 1988 AUDITOR'S NO: 8802260024 C. RESERVATIONS IN DEED CONVEYING THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., FROM GLACIER PARK COMPANY, A CORPORATION, DATED JULY 17, 1945, FILED AUGUST 23, 1945, UNDER AUDITOR'S FILE NO. 382733, AND RECORDED IN VOLUME 203 OF DEEDS, PAGE 15, SUBSTANTIALLY AS FOLLOWS: THE INTEREST OF GLACIER PARK COMPANY AS TO ALL GEOTHERMAL HEAT AND ALL ORES AND MINERALS OF ANY NATURE WHATSOEVER, WAS CONVEYED TO MERIDIAN LAND AND MINERAL COMPANY, A MONTANA CORPORATION, BY DEED RECORDED APRIL 10, 1984, UNDER AUDITOR'S FILE NO. 8404100073. THE INTEREST OF GLACIER PARK COMPANY AS TO ALL OIL, GAS, OTHER HYDROCARBONS AND ASSOCIATED MINERALS, WAS CONVEYED TO MILESTONE PETROLEUM, INC., A DELAWARE CORPORATION, BY DEED RECORDED APRIL 10, 1984, UNDER AUDITOR'S FILE NO. 8404100074. D. EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA TO: A.) CONSTRUCT, MAINTAIN, REPAIR, REBUILD, OPERATE AND PATROL ONE LINE OF ELECTRIC TRANSMISSION STRUCTURES, 150 FEET IN WIDTH; AND B.) THE RIGHT TO FELL, LIMB AND TOP ALL TREES, BRUSH AND SNAGS WITHIN 29 FEET OF ANY CONDUCTOR, AND C) TO IMPROVE, USE AND MAINTAIN AN EXISTING ROADWAY, 20 FEET IN WIDTH, ALL AS CONTAINED IN DECLARATION OF TAKING, FILED IN UNITED STATES DISTRICT COURT CAUSE NO. 347-73C2 E. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF. GRANTEE: PUGET SOUND ENERGY, INC. DATED JULY 12, 1999 RECORDED AUGUST 12, 1999 AUDITOR'S NO: 199908120015 PURPOSE: "UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY" AREA AFFECTED: THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 5 EAST, W. M., AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 5 EAST, WM, LYING NORTHERLY OF STATE HIGHWAY 17A, AS CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED MARCH 26, 1948, UNDER AUDITOR'S FILE NO. 416167. F. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION. PLAT/SUBDIVISION NAME. ELK HAVEN ESTATES RECORDED AUGUST 6, 2002 AUDITOR'S NO: 200208060083 SAID MATTERS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: 1. EASEMENT PROVISIONS CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS: AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY AND VERIZON, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR TEN (10)

FEET OF ALL LOTS, TRACTS AND SPACES WITHIN THE SUBDIVISION LYING PARALLEL WITH AND ADJOINING ALL STREETS IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, WIRES AND ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRICITY, TELEPHONE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON ALL LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED 2. TERMS, COVENANTS, CONDITIONS, NOTES AND RESTRICTIONS CONTAINED IN SAID PLAT, AS FOLLOWS: BASIS OF BEARINGS ASSUMED SOUTH 00 DEGREES 55 MINUTES 57 SECONDS WEST ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 9 THIS SURVEY

Reference Number: 103270088

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on May 22, 2020 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 Gordon Stanley Winblad, Debra Barthena Winblad, (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:

7599 VALERIA PL, SEDRO WOOLLEY, WA 98284-7518
[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 Winblad 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.

George Stanley Winblad TRUSTEE OF THE WINBLAD FAMILY TRUST dated APRIL 20, 1995
George Stanley Winblad Trustee of the Winblad Family Trust dated April 20, 1995

Debra Barthena Winblad Trustee of the Winblad Family Trust dated April 20, 1995
Debra Barthena Winblad Trustee of the Winblad Family Trust dated April 20, 1995

Loan Originator's Name: GEORGE ANOID
NMLSR ID: 1689921

Attach this Rider to the Security Instrument before Recording