

When recorded mail to:
Fidelity National
Loan Portfolio Solutions
2520 N. Redhill Avenue, Ste 120
Santa Ana, CA 92705 Code: WFD
Return Address:

~~Wells Fargo Bank, N.A.
Attn: Lien Perfection
P.O. Box 5140
Portland, OR 97208-5140~~



200009050040
Skagit County Auditor
9/5/2000 Page 1 of 2 10:58:31AM

State of Washington

Space Above This Line For Recording Data

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

6400757 2001

20002092400396

1. **DATE AND PARTIES.** The date of this Short Form Deed of Trust ("Security Instrument") is
08/12/2000 and the parties are as follows:

TRUSTOR ("Grantor"):

DAVID A. KUMMINGS AND SHELLY A. FRAZIER, HUSBAND AND WIFE

whose address is:

3821 COPPER POND ANACORTES, WA 98221

TRUSTEE: WELLS FARGO BANK (ARIZONA), N.A., 4832 East McDowell Rd., Phoenix, AZ 85008

BENEFICIARY ("Lender"): WELLS FARGO BANK, N.A.

18700 NW Walker Rd., Bldg. 92

Beaverton, OR 97006

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of SKAGIT, State of Washington, described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

LOT 45, 'PLAT OF COPPER POND PLANNED UNIT DEVELOPMENT', ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 70, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

with the address of 3821 COPPER POND ANACORTES, WA 98221

and parcel number of P108214


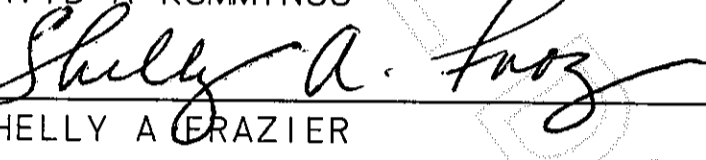
, together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

3. **MAXIMUM OBLIGATION AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$ 10,000.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is 09/15/2015

4. **MASTER FORM DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Deed of Trust ("Master Form"), inclusive, dated **February 1, 1997** and recorded on February 6, 1997 as Auditor's File Number 9702060051 in Book 1626 at Page 0614 of the Official Records in the Office of the Auditor of SKAGIT County, State of Washington, are hereby incorporated into, and shall govern, this Security Instrument.

5. **USE OF PROPERTY.** The property subject to this Security Instrument is not used principally for agricultural or farming purposes.

SIGNATURES. By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

 _____ DAVID A KUMMINGS	Grantor	<u>8/15/00</u> Date
 _____ SHELLY A FRAZIER	Grantor	<u>8/15/00</u> Date
_____	Grantor	_____ Date
_____	Grantor	_____ Date

ACKNOWLEDGMENT:

(Individual)

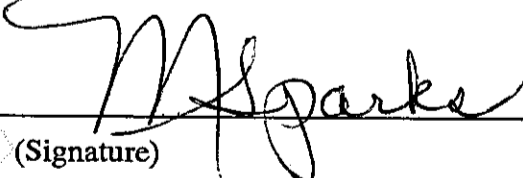
STATE OF Washington, COUNTY OF Skagit } ss.

I hereby certify that I know or have satisfactory evidence that _____

DAVID A. KUMMINGS & SHELLY A. FRAZIER

_____ is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 8-15-00



(Signature)

M. SPARKS

(Print name and include title)

My appointment expires: 9-29-02

(Affix Seal or Stamp)

