



200207290034

Skagit County Auditor

7/29/2002 Page 1 of 4 10:01AM

Recording Requested by:  
Wells Fargo Bank  
When Recorded Return to: Fidelity National LPS  
P. O. BOX 19523  
Irvine, CA 92623-9523  
Code: WFD

State of Washington

Space Above This Line For Recording Data

REFERENCE # 20021892400024 ACCOUNT #: 0654-654-3322777-1998

### SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is  
07/12/2002  
and the parties are as follows:

**TRUSTOR ("Grantor"):**

JAMES M. MALCOLM, JR. AND STACY L. MALCOLM, HUSBAND AND WIFE

whose address is:

1802 S 3RD ST MOUNT VERNON, WA, 98273

**TRUSTEE: Wells Fargo Financial National Bank**

**c/o Specialize Service**

**401 West 24th Street, National City, CA 91950**

**BENEFICIARY ("Lender"):** Wells Fargo Bank, N. A.  
P. O. BOX 31557  
BILLINGS, MT 59107

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:

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30,  
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., MORE PARTICULARLY DESCRIBED IN THE  
ATTACHED EXHIBIT A.

with the address of 1802 S 3RD ST MOUNT VERNON, WA 98273

and parcel number of P29082

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 LIMIT AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$17,000.00 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 07/12/2027
- 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.

**RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

- Third Party Rider
- Leasehold Rider
- Other

**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).

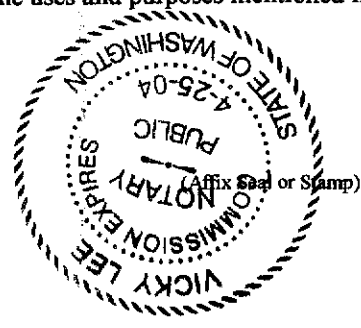
JAMES M MALCOLM JR <i>[Signature]</i>	Grantor	Date 7-15-02
STACY L MALCOLM	Grantor	Date
_____	Grantor	Date
_____	Grantor	Date
_____	Grantor	Date
_____	Grantor	Date

**ACKNOWLEDGMENT:**  
 (Individual)  
 STATE OF Washington, COUNTY OF Skagit } ss.  
 I hereby certify that I know or have satisfactory evidence that Stacy L. Malcolm  
 \_\_\_\_\_ 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: July 15, 2002  
 \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print name and include title)  
 My Appointment expires: 4-25-04 *Vicky Lee*



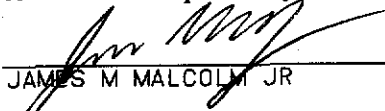
existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

- 3. **MAXIMUM OBLIGATION LIMIT AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$17,000.00 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 07/12/2027
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- 5. **USE OF PROPERTY.** The property subject to this Security Instrument is not used principally for agricultural or farming purposes.

**RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

- N/A Third Party Rider
- N/A Leasehold Rider
- N/A Other \_\_\_\_\_

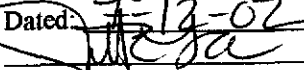
**SIGNATURES:** By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

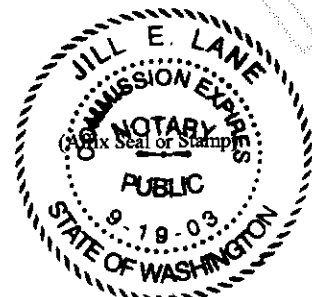
 _____	Grantor	7-12-02
JAMES M MALCOLM JR		Date
_____	Grantor	_____
STACY L MALCOLM		Date
_____	Grantor	_____
_____	Grantor	_____
_____	Grantor	_____
_____	Grantor	_____
_____	Grantor	_____

**ACKNOWLEDGMENT:**

(Individual)  
STATE OF Washington, COUNTY OF Snohomish } ss.  
I hereby certify that I know or have satisfactory evidence that James M. Malcolm JR

\_\_\_\_\_ 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: 7-12-02  
  
\_\_\_\_\_  
(Signature)  
Jill E. Lane  
\_\_\_\_\_  
(Print name and include title)  
My Appointment expires: 9-19-03



**Exhibit A**

Acaps: 20021892400024

THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST SIDE OF SOUTH THIRD STREET IN THE CITY OF MOUNT VERNON 708 FEET SOUTH AND 291.1 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTH THIRD STREET 50.9 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTH LINE PRODUCED OF LOT 7 IN BLOCK 1 OF "MCLEAN'S THIRD STREET ADDITION TO MOUNT VERNON", ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 3 OF PLATS, PAGE 66; THENCE EAST TO RIGHT-OF-WAY LINE OF GREAT NORTHERN RAILWAY; THENCE NORTH ALONG SAID RIGHT-OF-WAY TO A POINT DUE EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

ABBREVIATED LEGAL: N/A

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



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