



200404050122

Skagit County Auditor

4/5/2004 Page

1 of

4 9:37AM

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 # 20040587400249 ACCOUNT #: 0651-651-6201490-1998

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is 03/08/2004 and the parties are as follows:

TRUSTOR ("Grantor"):
MIRIAM M. DAVIS, AS TRUSTEE OF THE MIRIAM M. DAVIS LIVING TRUST

whose address is: 1205 15TH ST ANACORTES, WA, 98221
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:

LOTS 1, 2 AND 3, BLOCK 83, 'CITY OF ANACORTES', ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOTS 1, 2, AND 3, BLOCK 83, CITY OF ANACORTES.

with the address of 1205 15TH ST ANACORTES, WA 982212210 and parcel number of P55459

together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches,

EQ249A (06/2002)

WASHINGTON - DEED OF TRUST

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 \$40,000.00 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 03/08/2044
- 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 N/A

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).

<u>Miriam M. Davis</u>		<u>3-9-04</u>
MIRIAM M DAVIS	Grantor	Date
<u>Miriam M. Davis</u>		<u>3-9-04</u>
MIRIAM M DAVIS, TRUSTEE	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 Miriam M Davis is/are the

Miriam M. Davis, Trustee 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.

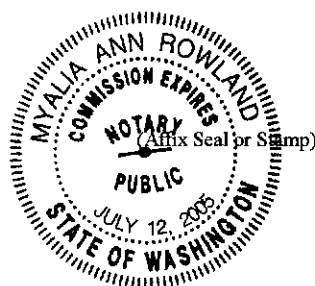
Dated: 3-9-04

Myalia Ann Rowland

(Signature)

(Print name and include title)

My Appointment expires: 7-12-2005



200404050122
Skagit County Auditor

ILLEGIBLE NOTARY SEAL DECLARATION

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:


Name of Notary: MYALIA ANN ROWLAND

Notary Commission Number: N/A

Date Commission Expires: July 12, 2005

Date and Place of Notary Execution: March 9, 2004 SKAGIT County, Washington

Date & Place of This Execution: March 16, 2004 Washington County, OR


WENDI VAANDERING
Wells Fargo Bank, N A

REVISED 01/17/02
20040587400249 davis



200404050122
Skagit County Auditor

THIRD PARTY RIDER

REFERENCE #: 20040587400249
ACCOUNT#: 0651-651-6201490-1998

THIS THIRD PARTY RIDER is made on 03/08/2004 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("the Security Instrument") given by the undersigned Trustee(s) to secure the Secured Debt from
MIRIAM M. DAVIS

(the "Debtor") to Lender.

With respect to the Trust, this 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 described in this Security Instrument to secure the Note of the Debtor to the Lender.

Consequently, references in the text 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 Note 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 Secured Debt before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to Secured Debt 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 Note and are a party hereunder except insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, distribution of trust assets, or death of any Debtor shall constitute an event of default under the Secured Instrument.

Miriam M. Davis

3-17-04

MIRIAM M DAVIS	Trustee	Date
	Trustee	Date
	Trustee	Date
	Trustee	Date
	Trustee	Date
	Trustee	Date



Skagit County Auditor