



200406010149

Skagit County Auditor

6/1/2004 Page

1 of

4 12:08PM

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State of Washington

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REFERENCE # 20041087400137 **ACCOUNT #:** 0650-650-3322211-1998

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

- 1. DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is 05/05/2004 and the parties are as follows:

TRUSTOR ("Grantor"):

MARK C. JOHNSON AND MARY E. JOHNSON, HUSBAND AND WIFE

whose address is: 3707 W 12TH 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:

LOT 21, SURVEY OF ROCK RIDGE, RECORDED DECEMBER 3, 1998 IN VOLUME 21 OF SURVEYS, PAGES 85 THROUGH 87, UNDER AUDITOR'S FILE NO. 9812030124, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF BLOCKS 1124, 1125, 1320, 1321, 1322 AND 1323, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOT 21, VOLUME 21, PAGES 85 THRU 87, BLOCKS 1124, 1125, 1320, 1321, 1322 AND 1323, VOLUME 2, PAGES 9 THRU 11

with the address of 3707 WEST 12TH STREET ANACORTES, WA 982214531

and parcel number of P114148

together with all rights,

casements, 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 \$72,000.00 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 05/05/2044

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 EQ493 Home Asset Management Account Rider

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>Mark C Johnson</u>	Grantor	<u>05/05/04</u>
MARK C JOHNSON		Date
<u>Mary E Johnson</u>	Grantor	<u>5-5-04</u>
MARY E JOHNSON		Date
_____	Grantor	_____
_____	Grantor	_____
_____	Grantor	_____
_____	Grantor	_____
_____	Grantor	_____

ACKNOWLEDGMENT:

(Individual)

STATE OF WASHINGTON, COUNTY OF BLADIN } ss

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

MARK C JOHNSON & MARY E JOHNSON 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: MAY 5, 2004

Irene P Abercrombie
(Signature)

IRENE P ABERCROMBIE
(Print name and include title)

My Appointment expires: 4-5-2014

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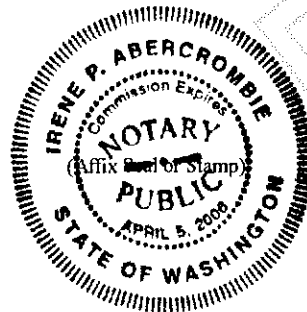


200406010149
Skagit County Auditor

6/1/2004 Page

2 of

4 12:08PM



HOME ASSET MANAGEMENTSM ACCOUNT RIDER TO MORTGAGE/DEED OF TRUST

Reference #: 20041087400137

This Home Asset ManagementSM Account Rider is dated 05/05/2004 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date given by the undersigned,

MARK C JOHNSON

MARY E JOHNSON

(hereinafter "Mortgagor") to secure the borrower's EquityLine with FlexAbilitySM Account Agreement with Wells Fargo Bank, N.A. ("Lender") covering the property more particularly described in the Mortgage (the "Property").

In addition to the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the EquityLine with FlexAbilitySM Account Agreement and Home Asset ManagementSM Account Addendum to EquityLine with FlexAbilitySM Account.
2. Despite any language to the contrary in the Mortgage, Mortgagor covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance in the name of Wells Fargo Home Mortgage, Inc., its affiliates, successors or assignees.
3. Paragraph numbers 4 of the Mortgage, which is captioned SECURED DEBT AND FUTURE ADVANCES is hereby deleted in its entirety and replaced by the following paragraph: SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty, or other evidence of debt of same date together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 05/05/2044.
 - B. All future advances from Lender to the borrower under such evidence of debt, whether obligatory or discretionary. All obligatory future advances and advances to cure breaches of covenants contained in the Mortgage are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed 72,000.00.



200406010149

Skagit County Auditor

6/1/2004 Page

3 of

4 12:08PM

C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

D. The terms and conditions of the Note referenced in A above include, but are not limited to, a 10 year period for advances under a revolving line of credit. Except if this Note is secured by property located in the state of Tennessee, the parties have agreed that subject to certain qualifying conditions the Lender may extend the period for advances for another 10 years for a total of 20 years. Nothing in this Security Instrument shall constitute a commitment to extend the period for advances beyond the initial 10 year period.

E. Borrower(s) and the Lender have agreed that subject to the satisfaction of certain qualifying conditions, the Credit Line Limit in the Note may be increased quarterly and/or annually. One of those conditions, inter alia, is the borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Home Mortgage, Inc., or one of its affiliates. (the "WFHM Loan"). All Such increases, if any, shall increase the amount of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total principal indebtedness" in the 3rd recital) and the current Credit Line Limit described in Section 3 hereinabove in the same amount(s).

4. Any Paragraph which is captioned in the Mortgage, **ESCROW FOR TAXES AND INSURANCE**, is hereby deleted in its entirety and replaced with the following: Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes, insurance and other assessments in Escrow.

	
05/05/04	5-5-04
MARK C. JOHNSON	MARY E. JOHNSON
DATE	DATE

_____	_____
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Skagit County Auditor