



200411080117  
Skagit County Auditor  
11/8/2004 Page 1 of 3 10:56AM

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 # 20042667000300 ACCOUNT #: 0651-651-7264070-1998

## SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is 10/12/2004 and the parties are as follows:

TRUSTOR ("Grantor"):

N. T. PRESNELL AND DORA M. PRESNELL AS THE CO-TRUSTEES OF THE  
PRESNELL FAMILY TRUST, DATED APRIL 1, 1996.

whose address is: 19884 GAGES LN BURLINGTON, WA, 98233

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:

TRACT 3, SKAGIT COUNTY SHORT PLAT NO. 27-79, APPROVED APRIL 2, 1979, AND RECORDED APRIL 9, 1979, IN VOLUME 3 OF SHORT PLATS, PAGE 94, UNDER AUDITOR'S FILE NO. 7904090017, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF TRACT 12, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

with the address of 19884 GAGES LN BURLINGTON, WA 98233

and parcel number of 3867-000-012-1307

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

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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 \$135,000.00 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 10/12/2044
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>N.T. Presnell Trustee</u>	Grantor	<u>10-16-04</u>
NT. PRESNELL, TRUSTEE		Date
<u>Dora M. Presnell Trustee</u>	Grantor	<u>10-16-04</u>
DORA M. PRESNELL, TRUSTEE		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 N.T. Presnell and DORA MARIE PRESNELL 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: October 16, 2004

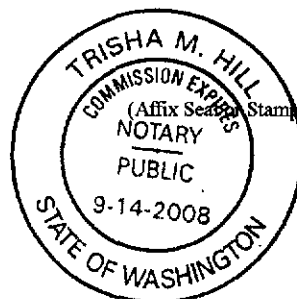
Trisha M. Hill  
(Signature)  
Trisha M. Hill Notary  
(Print name and include title)

My Appointment expires: 9-14-08

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### THIRD PARTY RIDER

REFERENCE #: 20042667000300

ACCOUNT#: 0651-651-7264070-1998

THIS THIRD PARTY RIDER is made on 10/12/2004, 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

NT PRESNELL  
DORA M. PRESNELL

(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.

<u>NT Presnell</u>	<u>Trustee</u>	<u>10-16-04</u>
NT PRESNELL	Trustee	Date
<u>Dora M. Presnell</u>	<u>Trustee</u>	<u>10-16-04</u>
DORA M. PRESNELL	Trustee	Date
_____	Trustee	Date
_____	Trustee	Date
_____	Trustee	Date
_____	T	



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