



200603300009

Skagit County Auditor

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**After Recording Return To:**

Wells Fargo Bank, N.A. Attn: Document Mgt.  
P.O. Box 31557 MAC B6908-012  
Billings, MT 59107-9900

120405-PE  
LAND TITLE OF SKAGIT COUNTY

**DEED OF TRUST**

**Grantor(s)** DENNIS F. JOHNSTON AND CHRISTINE MARIE JOHNSTON, HUSBAND AND WIFE

**Grantee(s)** Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104  
Trustee: Wells Fargo Financial

**Legal Description** LOT 10, MADDOX CREEK P.U.D.

**Assessor's Property Tax Parcel or Account Number** 4681-000-010-0000, P109315

**Reference Numbers of Documents Assigned or Released**

WADEED - short (06/2002) CDPv.1



1/4

Documents Processed 03-28-2006, 11:40:00

Prepared by:  
Wells Fargo Bank, N.A.  
DIANNE HARWOOD  
DOCUMENT PREPARATION  
7185 VISTA DRIVE  
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800-443-3486

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State of Washington  
REFERENCE #: 20053464900046

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Account number: 650-650-1189943-1XXX

## SHORT FORM DEED OF TRUST

(With Future Advance Clause)

\* This Deed of Trust is 2nd and subordinate to Auditors # 200603300008

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is MARCH 28, 2006 and the parties are as follows:  
TRUSTOR ("Grantor"): **DENNIS F. JOHNSTON AND CHRISTINE MARIE JOHNSTON, HUSBAND AND WIFE** whose address is: **1520 CREEKWOOD LANE, TOLEDO, OHIO 43614-0000**

TRUSTEE: Wells Fargo Financial National Bank, 2324 Overland Ave, Billings, MT 59102

BENEFICIARY ("Lender"): Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104

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:  
Assessor's Property Tax Parcel Account Number(s):

with the address of 1826 LINDSAY LOOP, MOUNT VERNON, WASHINGTON 98274-0000 and parcel number of \_ 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 \$ 30,000.00 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 March 28, 2046.

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

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February 1, 1997, and recorded on 2/6/1997 as Auditor's File Number 9702060051 in Book 1626 at Page 614 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.
6. **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

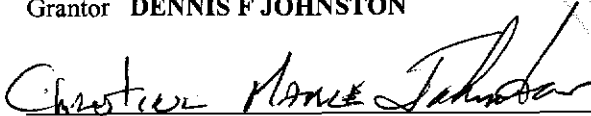
☐ N/A Leasehold Rider

☒ X Other: Home Asset Management Account Rider

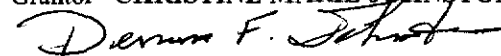
**SIGNATURES:** By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

  
Grantor DENNIS F JOHNSTON

3/28/06  
Date

  
Grantor CHRISTINE MARIE JOHNSTON

3/28/06  
Date



Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date

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Grantor

Date

**ACKNOWLEDGMENT:**

(Individual)

STATE OF WASHINGTON, COUNTY OF **SKAGIT** ss.

I hereby certify that I know or have satisfactory evidence that

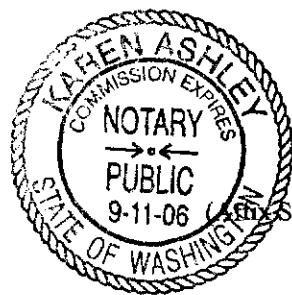
**DENNIS F JOHNSTON And CHRISTINE MARIE JOHNSTON** SEE ATTACHED NOTARY ACKNOWLEDGE-  
is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument  
and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: MARCH 28TH, 2006

Karen Ashley  
(Signature)

KAREN ASHLEY  
(Print name) **NOTARY PUBLIC**

My Appointment expires: 9/11/06



(Seal or Stamp)

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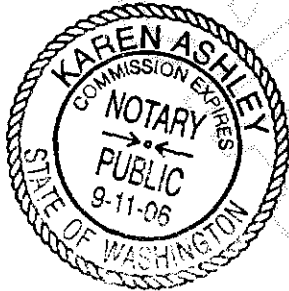
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9:01AM

STATE OF Washington }  
COUNTY OF Skagit } SS:

On this 28th day of March, 2006 before me personally appeared \_\_\_\_\_  
Dennis F. Johnston, to me known to be the individual described in and  
who executed the foregoing instrument the \_\_\_\_\_ as Attorney in Fact for  
Christine Marie Johnston and acknowledged that he signed and  
sealed the same as the free and voluntary act and deed as Attorney in Fact for said principal for the  
uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution  
of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

Given under my hand and official seal the day and year last above written.  
(Seal)



Karen Ashley  
Karen Ashley  
Notary Public in and for the State of Washington  
Residing at Sedro-Woolley  
My appointment expires: 9/11/2006



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**HOME ASSET MANAGEMENT<sup>SM</sup> ACCOUNT RIDER TO MORTGAGE/DEED OF TRUST**

Reference: 20053464900046

This Home Asset Management<sup>SM</sup> Account Rider is dated 03-28-2006 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same day given by the undersigned,

DENNIS F. JOHNSTON AND CHRISTINE MARIE JOHNSTON, HUSBAND AND WIFE

(hereinafter "Mortgagor") to secure the borrower's EquityLine with FlexAbility<sup>®</sup> 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 FlexAbility<sup>®</sup> Account Agreement and Home Asset Management<sup>SM</sup> Account Addendum to EquityLine with FlexAbility<sup>®</sup> 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 Bank, N.A., 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 03-28-2046.

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 30,000.00.

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 Bank, N.A., or one of its affiliates. All such increases, if any, shall increase the amount


WF HASSETRIDER, CDP.V1 (06/2004)



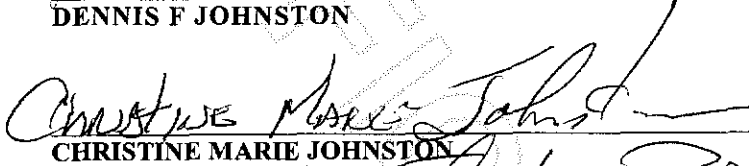
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of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total principal indebtedness" in the 3<sup>rd</sup> recital) and the current Credit Line Limit described in Section 3 hereinabove in the same amount(s).

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.

  
DENNIS F JOHNSTON

3/28/06  
Date

  
CHRISTINE MARIE JOHNSTON

3/28/06  
Date

 FOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Schedule "A-1"

120405-PE

DESCRIPTION:

Lot 10, "MADDOX CREEK P.U.D. PHASE 1," as per plat recorded in Volume 16 of Plats, pages 121 through 130, inclusive, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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