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Skagit County Auditor

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ACCOMMODATION RECORDING

DEED OF TRUST

Grantor(s) NELSON ACEVEDO AND OLGA FIGUEROA HUSBAND AND WIFE

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

Legal Description Lot 24, LITTLE MOUNT ADD. NO. 2

Assessor's Property Tax Parcel or Account Number 4601-000-024-0003 P102996

Reference Numbers of Documents Assigned or Released



Prepared by:
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State of Washington
REFERENCE #: 20061307700162

Space Above This Line For Recording Data
Account number: 650-650-1992098-1XXX

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is JUNE 1, 2006 and the parties are as follows:
TRUSTOR ("Grantor"): **NELSON ACEVEDO AND OLGA FIGUEROA HUSBAND AND WIFE** whose address is: **2301 CONTINENTAL #105-D PL, MOUNT VERNON, WASHINGTON 98273-0000**

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):

This deed of trust is 2nd and subject to a deed of trust securing the note in the amount of \$195,120.00 recording concurrently herewith.

with the address of 3023 WITHERS PLACE, 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 \$ 24,390.00 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 June 1, 2046.

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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 **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

☒ 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).

Nelson Acevedo 6/2/06
Grantor **NELSON ACEVEDO** Date

Olga Figueroa 6/2/06
Grantor **OLGA FIGUEROA** Date

Grantor Date

Grantor Date

Grantor Date

Grantor Date

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Grantor

Date

Grantor

Date

ACKNOWLEDGMENT:

(Individual)

STATE OF WASHINGTON, COUNTY OF SKAGIT ss.

I hereby certify that I know or have satisfactory evidence that

NELSON ACEVEDO And OLGA FIGUEROA

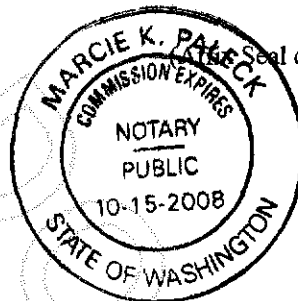
is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 2, 2006

Marcie Waleck
(Signature)

(Print name) **NOTARY PUBLIC**

My Appointment expires: October 15, 2008



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EXHIBIT A

Lot 24, LITTLE MOUNTAIN ADDITION NO. 2, according to the plat thereof, recorded in Volume 15 of Plats, pages 81 through 83, records of Skagit County, Washington.

Situated in Skagit County, Washington



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HOME ASSET MANAGEMENTSM ACCOUNT RIDER TO MORTGAGE/DEED OF TRUST

Reference: 20061307700162

This Home Asset ManagementSM Account Rider is dated 06-01-2006 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same day given by the undersigned,

NELSON ACEVEDO AND OLGA FIGUEROA HUSBAND AND WIFE

(hereinafter "Mortgagor") to secure the borrower's EquityLine with FlexAbility[®] 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[®] Account Agreement and Home Asset ManagementSM Account Addendum to EquityLine with FlexAbility[®] 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 06-01-2046.

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 breeches 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 24,390.00.

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 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.

Nelson A.
NELSON ACEVEDO

6/2/06
Date

Olga Figueroa
OLGA FIGUEROA

6/2/06
Date

Date

Date

Date

Date

Date

Date

