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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**

DEED OF TRUST

Trustor(s) THE MOFFITT FAMILY TRUST, DATED JANUARY 06, 2006, MICHAEL G. MOFFITT AND DENISE L. MOFFITT, TRUSTOR(S) AND/OR TRUSTEE(S)

Trustee(s) Wells Fargo Financial National Bank, 2324 Overland Ave, Billings, MT 59102

Wells Fargo Bank
Legal Description REPLAT OF PETERS FIRST ADDITION, LOT 10, RECORDS OF SKAGIT COUNTY, WASHINGTON ABBREVIATED LEGAL: L 10, PETER'S FIRST ADD, VOL 15, PG 23 & 24

Assessor's Property Tax Parcel or Account Number P100324

Reference Numbers of Documents Assigned or Released



Prepared by:
Wells Fargo Bank, N.A.
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DOCUMENT PREPARATION
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State of Washington
REFERENCE #: 20061725900085

Space Above This Line For Recording Data
Account number: 650-650-2626653-0XXX

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Deed of Trust ("Security Instrument") is JULY 26, 2006 and the parties are as follows:
TRUSTOR ("Grantor"): **THE MOFFITT FAMILY TRUST, DATED JANUARY 06, 2006, MICHAEL G. MOFFITT AND DENISE L. MOFFITT, TRUSTOR(S) AND/OR TRUSTEE(S)** whose address is: **4005 PETERS LN, ANACORTES, WASHINGTON 98221**

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): **P100324**
REPLAT OF PETERS FIRST ADDITION, LOT 10, RECORDS OF SKAGIT COUNTY,
WASHINGTON ABBREVIATED LEGAL: L 10, PETER'S FIRST ADD, VOL 15, PG 23 & 24

with the address of **4005 PETERS LANE, ANACORTES, WASHINGTON 98221** and parcel number of **P100324** 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 **\$ 115,000.00** 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 **JULY 20, 2021**.

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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.

☒ 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).

Michael G Moffitt TTE 7-26-06
Grantor **MICHAEL G MOFFITT, TRUSTEE OF THE MOFFITT FAMILY TRUST, DATED JANUARY**
06, 2006 Date

Denise L Moffitt TTE 7-26-06
Grantor **DENISE L MOFFITT, TRUSTEE OF THE MOFFITT FAMILY TRUST, DATED JANUARY 06,**
2006 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

**MICHAEL G MOFFITT, TRUSTEE OF THE MOFFITT FAMILY TRUST, DATED JANUARY 06, 2006
And DENISE L MOFFITT, TRUSTEE OF THE MOFFITT FAMILY TRUST, DATED JANUARY 06, 2006**

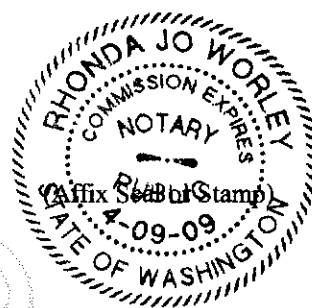
is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 26, 2006

Rhonda Jo Worley
(Signature)

RHONDA JO WORLEY
(Print name) **NOTARY PUBLIC**

My Appointment expires: 04-09-09



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REFERENCE: 20061725900085
ACCOUNT: 650-650-2626653-0001

THIRD PARTY RIDER

This THIRD PARTY RIDER is made on **JULY 26, 2006**, 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

MICHAEL G MOFFITT And DENISE L MOFFITT

(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.

3PARTYRIDER (WF), CDP.V1 (06/2004)



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

Michael G Moffitt TTE 7-26-06
Trustee MICHAEL G MOFFITT, TRUSTEE OF THE MOFFITT FAMILY TRUST, DATED
JANUARY 06, 2006 Date

Denise L Moffitt TTE 7-26-06
Trustee DENISE L MOFFITT, TRUSTEE OF THE MOFFITT FAMILY TRUST, DATED
JANUARY 06, 2006 Date

Trustee _____ Date

Trustee _____ Date

Trustee _____ Date

Trustee _____ Date

Trustee _____ Date

Trustee _____ Date

