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LAND TITLE OF SKAGIT COUNTY

124012-16

## **DEED OF TRUST**

Trustor(s) LAURA A GREENFIELD AND SETH A GREENFIELD, WIFE AND HUSBAND AS JOINT **TENANTS** 

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

Beneficiary Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104

Legal Description Lot 10, ptns 11-13, PNK1, Prown's PAD to Pow and Ptn 9W SW 35-36-3EW.M
Assessor's Property Tax Parcel or Account Number P 71278/P48725

Reference Numbers of Documents Assigned or Released

This Deed of Trust is Second and Subordinate to Deed of Trust dated December 21st, 2006, recorded December 21,2006 under Auditor's File No. 2006/1100/125

WADEED - short (06/2002) CDPv.1

Prepared by: Wells Fargo Bank, N.A.

DOCUMENT PREPARATION
526 CHAPEL HILL DR
COLORADO SPRINGS, COLORADO 80920

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State of Washington REFERENCE #: 20063457700218

# SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Short Deed of Trust ("Security Instrument") is <u>DECEMBER 22</u>, 2006 and the parties are as follows:

TRUSTOR ("Grantor"): LAURA A GREENFIELD AND SETH A GREENFIELD, WIFE AND HUSBAND AS JOINT TENANTS whose address is: 1100 PRICE ST., DARRINGTON, WASHINGTON 98241-0000

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 \$180,000.00 recording concurrently herewith.

with the address of <u>5929 BOW STREET</u>, <u>BOW</u>, <u>WASHINGTON 98232-0000</u> 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 § 32,000,00 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

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which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is <u>JANUARY 20, 2022</u>.

- 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
1,112	Innarany	Muci

N/A Leasehold Rider

INA Other: INA	N/A	Other:	N/A
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**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 LAURA A GREENFIELD	13/22/00 Date
Seth A. Granh	12/22/00
Grantor SETH A GREENFIELD	Date
Grantor	Date
Grantor	Date
Grantor	Date

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Grantor	Date
Grantor	Date
Grantor	Date

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For An Individual Acting In His/Her Own Right:
State of <u>Washington</u>
County of Skagit
On this day personally appeared before me
Laura A. Greenfield and Seth A. Greenfield
(here insert the name of grantor or
grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and
voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal
this 22 day of December, 20 06
20 D
Witness my hand and notarial seal on this the 20 day of December, 2006
Signature Signature
[NOTARIAL SEAL] Anneliese Maria Farrell_
Drint Name:
Notary Public
The price of the second se
My commission expires: 6/28/08
My commission expires: 6/28/08

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Escrow No.: 124012-PE

#### **EXHIBIT "A"**

### LEGAL DESCRIPTION

### PARCEL "A":

Lot 10, Block 1, "BROWNS ADDITION TO BOW", as per plat recorded in Volume 3 of Plats, page 83, records of Skagit county.

TOGETHER WITH that portion of River Drive adjacent, which upon vacation reverted to said premises by operation of law.

Situate in the County of Skagit, State of Washington.

#### PARCEL "B":

That portion of Lots 11 through 13, inclusive, Block 1, "BROWNS ADDITION TO BOW", as per plat recorded in Volume 3 of Plats, page 83, records of Skagit County, Washington, lying Northerly of the County road right of way known as Bow Hill Road.

Situate in the County of Skagit, State of Washington.

#### PARCEL "C":

A tract of land in the Southwest ¼ of the Southwest ¼ of Section 35, Township 36 North, Range 3 East, W.M., being more particularly described as follows:

Beginning at the Southwest corner of Section 35, Township 36 North, Range 3 East, W.M.;

thence North 0°13'26" West, 209.11 feet to a point on the centerline of the Bow Hill Road;

thence North 24°28'40" East along said centerline 921 feet to the P.C. of a 18° curve to the right;

thence Northeasterly along said curve 309.38 feet to the P.T. of said curve;

thence North 80°10'00" East, 102.41 feet;

thence North 9°50'00" West, 30.00 feet to the North right of way line of the Bow Hill Road, said point being the point of beginning of this description;

thence North 78°30'30" West, 112.00 feet to a point on the East line of vacated River Drive as shown on the Plat of Brown's Addition to Bow;

thence South 4°24' West, along the East line of vacated River Drive 42.19 feet to the intersection with the North right of way line of the Bow Hill Road:

thence Northeasterly along the North right of way line of the Bow Hill Road 114.59 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

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The right, privilege and authority to construct, improve, repair and maintain a drainfield easement across, over and upon the South 20 feet of Lot 9, Block 1, "BROWN'S ADDITION TO BOW", as per plat recorded in Volume 3 of Plats, page 83, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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