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Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

CHICAGO TITLE COMPANY 1C43798

After Recording Return To:

## **DEED OF TRUST**

Trustor(s) WILLIAM G. PRESSLEY, AN UNMARRIED PERSON AND MARIE C. GREGG, AN UNMARRIED PERSON

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 LT. 158, SKYLINE NO 8

Assessor's Property Tax Parcel or Account Number 38240001580008

Reference Numbers of Documents Assigned or Released

# ACCOMMODATION RECORDING

Chicago Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

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Documents Processed 10-29-2007, 17:30:29

Prepared by:
Wells Fargo Bank, N.A.
DEBBIE CAHOON
DOCUMENT PREPARATION
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425-455-6125

After recording, return to
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P.O. Box 31557 MAC B6955-013
Billings, MT 59107-9900

State of Washington REFERENCE #: 20072704900173

## SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Short Deed of Trust ("Security Instrument") is OCTOBER 29, 2007 and the parties are as follows:

TRUSTOR ("Grantor"):

WILLIAM G. PRESSLEY, AN

UNMARRIED PERSON AND MARIE C. GREGG, AN UNMARRIED PERSON whose address is: 2303 22ND ST, ANACORTES, WASHINGTON 98221-0000

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 <u>SKAGIT</u>, State of Washington, described as follows: Assessor's Property Tax Parcel Account Number(s): 38240001580008

LT. 158, SKYLINE NO 8, according to the plat thereof recorded in Volume 9 of Plats, pages 72 through 74, records of Skagit County, Washington. This deed of trust is 2nd and subject to a deed of trust securing the note in the amount of \$476,800.00 recording concurrently herewith.

with the address of 4924 HEATHER DRIVE, ANACORTES, WASHINGTON 98221-0000 and parcel number of 38240001580008 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 § 89,400.00 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

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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 **NOVEMBER 29, 2047**.

- 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 Rid	ler
ı			

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 WILLIAM G. PRESSLEY		10/30/09
Grantor WILLIAM G. PRESSLEY		Date
Grantor MARIE C. GREGG / My	ATTY IN PAIN	10/30/01
Grantor MARIE C. GREGG OC / [mc	unlo P	, Dáte
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 WA		
County of Meget		
On this day personally appeared before me		
warm of scessery	(here insert the name of	grantor or
grantors) to me known to be the individual, or ind	ividuals described in and who executed the wit	hin and
foregoing instrument, and acknowledged that he (s	she or they) signed the same as his (her or their	r) free and
voluntary act and deed, for the uses and purposes this 30 day of 0,2007.	therein mentioned. Given under my hand and o	official seal
this <u>50</u> day or <u>too</u> , 2007.		
	6 V	
Witness my hand and notarial seal on this the 30	) day of 401	
	Saled Malusan	· _
Manufactura A Company	Signature	_
MESON COLD		
[NOTARIAL SEAL]	SARAH & SOHNSON	
	Print Name: Notary Public	
PUBLIC / C	/	
<b>\</b> \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
No. OF WAS MINE		
matinities		
My commission expires: 5-39-1/		
	And the second	

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## STATE OF WASHINGTON

## COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that <u>WILIAM G. PRESSLEY</u> is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as

ATTORNEY IN FACT for MARIE GREGG

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/30/07

ON NOTARY TO PUBLIC WAS DING TO

Notary Public in and for the State of Washington

Residing at: Oak Harbor

My commission expires: 5/29/11

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

Reference: 20072704900173

This Home Asset Management<sup>SM</sup> Account Rider is dated 10-29-2007 and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same day given by the undersigned,

WILLIAM G. PRESSLEY, AN UNMARRIED

PERSON AND MARIE C. GREGG, AN UNMARRIED PERSON

(hereinafter "Mortgagor") to secure the borrower's Wells Fargo Home Equity Account 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 Wells Fargo Home Equity Account and Home Asset Management Account Addendum to Wells Fargo Home Equity 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 11-29-2047.
  - 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 89,400.00.
  - 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 of the Maximum Obligation Limit disclosed in Paragraph 4 (if the Mortgage is in Virginia the "total

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principal indebtedness" in the  $3^{rd}$  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.

WILLIAM G. PRESSLEY	10-30-01)
WILLIAM G. PRESSLEY	Date
	l t : - 22 v2
Marie Clarge By ATTY W FART	10 -30-07 Date
MARIE C. GREGG Cory, BY ATTY IN FIRST	Date
	Date

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