

when recorded man to:

FIRST AMERICAN TITLE INSURANCE LENDERS ADVANTAGE 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 ATTN: FT1120 4/3/2008 Page

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# SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) TED N MEYER AND LEILA J MEYER HUSBAND/WIFE

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 LOTS 14, 15 AND THE EAST HALF OF LOT 13, BLOCK 224, ANACORTES

Assessor's Property Tax Parcel or Account Number P110575

Reference Numbers of Documents Assigned or Released

(page 1 of 4 pages)

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

This instrument prepared by: Wells Fargo Bank, N.A. BONNIE COPE, DOCUMENT PREPARATION 11601 N. BLACK CANYON HWY(MAC PHOENIX, ARIZONA 85029-2643 866-452-3913

## [Space Above This Line For Recording Data]

## SHORT FORM OPEN–END DEED OF TRUST

14300843

REFERENCE #: 20080733316627

Account number: 650-650-8199317-1XXX

## DEFINITIONS

Words used in multiple sections of this document are defined below. The Master Form Deed of Trust includes other defined words and rules regarding the usage of words used in this document

- (A) "Security Instrument" means this document, which is dated MARCH 20, 2008, together with all Riders to this document.
- (B) "Borrower" is TED N MEYER AND LEILA J MEYER HUSBAND/WIFE. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A. Lender is a national bank organized and existing under the laws of the United States. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104.
- (D) "Trustee" is Wells Fargo Financial National Bank, 2324 Overland Ave, Billings, MT 59102.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated MARCH 20, 2008. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, SIXTY-FIVE THOUSAND AND 00/100THS Dollars (U.S. \$65,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after April 20, 2048.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation

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principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| N/A Leasehold Rider    |     |  |
|------------------------|-----|--|
| N/A Third Party Rider  |     |  |
| N/A Other(s) [specify] | N/A |  |

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated <u>June 14, 2007</u>, and recorded on <u>July 12, 2007</u>, as Auditor's File Number <u>200707120063</u> in Book <u>n/a</u> at Page <u>n/a</u> of the Official Records in the Office of the Auditor of <u>Skagit</u> County, State of Washington.

### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

| County                             | of                  | Sk                   | agit :                |
|------------------------------------|---------------------|----------------------|-----------------------|
| [Type of Recording Jurisdiction]   | [Name o             | f Recording Jurisdic | ction]                |
| LOTS 14, 15 AND THE EAST HALF      | OF LOT 13, BLOCK 22 | 4, ANACORTES         |                       |
| which currently has the address of |                     | 16 26TH STREET       |                       |
| ANACORTES                          | , Washington        | [Street]<br>98221    | ("Property Address"): |
| [City]                             | A                   | [Zip Code]           |                       |

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

### MASTER FORM DEED OF TRUST

By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument, Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Deed of Trust. A copy of the Master Form Deed of Trust has been provided to Borrower.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust. (Seal) -Borrower (Seal) -Borrower For An Individual Acting In His/Her Own Right: State of WASHINGTON County of On this day personally appeared before me
TED N MEYEL AND LEVA THEYER (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 2017 day of MARCH , 20 08. Witness my hand and notarial seal on this the 2011 day of Signature [NOTARIAL SEAL] Notary Public

My commission expires: 4.5 2010

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### EXHIBIT A

LOT 38 OF SURVEY RECORDED DECEMBER 23, 1996 IN VOLUME 19 OF SURVEYS, PAGES 31 THROUGH 35, UNDER AUDITOR'S FILE NO. 9612230056 RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF BLOCK 224, "MAP OF THE CITY OF ANACORTES" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

LOT 38 VOL 19 PGS 31-35 A'S 9612230056 PORTION BLK 224 MAP OF THE CITY OF ANACORTES VOL 2 PGS 4-7

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO TED N. MEYER AND LEILA J. MEYER, HUSBAND AND WIFE FROM CHRISTOPHER M. BAKER AND ANGELA J. BAKER, HUSBAND AND WIFE BY DEED DATED DECEMBER 3, 2005 AND RECORDED DECEMBER 13, 2005 IN INSTRUMENT 200512130127, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P110575
TED N. MEYER AND LEILA J. MEYER, HUSBAND AND WIFE

2316 26TH STREET, ANACORTES WA 98221 Loan Reference Number : 20080733316627 First American Order No: 14300843 Identifier: FIRST AMERICAN LENDERS ADVANTAGE

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OPEN END DEED OF TRUST

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