



200806230139

Skagit County Auditor

6/23/2008 Page 1 of 7 11:26AM

After Recording Return To:

Wells Fargo Bank, N.A.

Attn: Document Mgt.

P.O. Box 31557

MAC B6955-013

Billings, MT 59107-9900

CHICAGO TITLE CO.

IC45654

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) MICHAEL L. NEMNICH AND LINDA E. NEMNICH, HUSBAND AND 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 THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF. ABBREVIATED LEGAL: PTN. GOV. LOT 4, 18-36-4 AND PTN. GOV. LOT 1, 19-36-4

Assessor's Property Tax Parcel or Account Number P49371, P119010, P119009

Reference Numbers of Documents Assigned or Released

P119066



After Recording Return To:
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P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This instrument prepared by:
Wells Fargo Bank, N.A.
TRACEY SMITH, LOAN SPECIALIST
85 CLEVELAND RD
PLEASANT HILL, CALIFORNIA 94523
800-400-3339

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20081227300285

Account number: 117-117-0445185-1XXX

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 JUNE 04, 2008, together with all Riders to this document.
- (B) "Borrower" is MICHAEL L. NEMNICH AND LINDA E. NEMNICH, HUSBAND AND 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 JUNE 04, 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, FOUR HUNDRED TEN THOUSAND AND 00/100THS Dollars (U.S. \$410,000.00) 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 July 04, 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]:

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

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated **June 14, 2007**, and recorded on **July 12, 2007**, as Auditor's File Number **200707120063** in Book n/a at Page n/a of the Official Records in the Office of the Auditor of **Skagit** 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 **Skagit** :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF. ABBREVIATED LEGAL: PTN. GOV. LOT 4, 18-36-4 AND PTN. GOV. LOT 1, 19-36-4

which currently has the address of 18077 FOX HOLLOW LN
[Street]
BOW, Washington 98232 ("Property Address"):
[City] [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.

Michael L Nemnich (Seal)
MICHAEL L NEMNICH -Borrower

Linda E Nemnich (Seal)
LINDA E NEMNICH -Borrower

For An Individual Acting In His/Her Own Right:

State of WASHINGTON

County of SKAGIT

On this day personally appeared before me

MICHAEL L NEMNICH AND LINDA E NEMNICH

(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 5 day of May, 2008.

Witness my hand and notarial seal on this the 5 day of May, 08

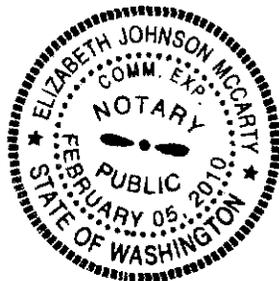
Elizabeth Johnson McCarty
Signature

Elizabeth Johnson McCarty

Print Name:

Notary Public

[NOTARIAL SEAL]



My commission expires: 2-5-2010

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

SKAGIT County

On JUNE 5, 2008 before me,
ELIZABETH JOHNSON MCCARTY, Notary Public personally appeared:

MICHAEL L. NEMNICH

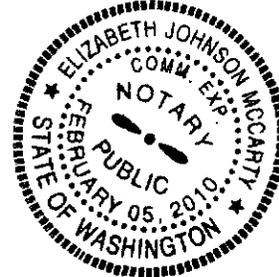
personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Elizabeth Johnson McCarty

Name (print): Elizabeth Johnson McCarty

My commission expires: 2-5-2010



STATE OF WASHINGTON

SKAGIT County

On JUNE 5, 2008 before me,
ELIZABETH JOHNSON MCCARTY, Notary Public personally appeared:

LINDA E. NEMNICH

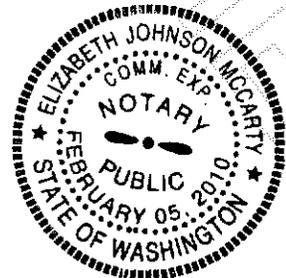
personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Elizabeth Johnson McCarty

Name (print): Elizabeth Johnson McCarty

My commission expires: 2-5-2010



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EXHIBIT "A"

That portion of Government Lot 4 of Section 18, Township 36 North, Range 4 East of the Willamette Meridian; and that portion of the Government Lot 1 and the Northeast Quarter of the Northwest Quarter of Section 19, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of Government Lot 4 of said Section 18, which lies South 86°50'58" East, a distance of 436.54 feet from the Southwest corner thereof;
Thence North 06°29'49" West, a distance of 327.78 feet;
Thence North 81°01'50" East, a distance of 432.32 feet;
Thence North 60°30'10" East, a distance of 203.23 feet;
Thence South 56°54'25" East, a distance of 518.35 feet to a point on the East line of said Government Lot 4 which is 265 feet North of the Southeast corner thereof;
Thence South 01°05'51" West along said East line, a distance of 265.00 feet to the Southeast corner of said Government Lot 4;
Thence South 34°25'05" East, a distance of 317.78 feet;
Thence South 09°31'36" West, a distance of 415.02 feet;
Thence North 80°28'24" West, a distance of 371.16 feet;
Thence North 13°28'27" West, a distance of 338.38 feet;
Thence North 88°59'07" West, a distance of 623.28 feet;
Thence North 06°29'49" West, a distance of 323.51 feet to the point of beginning of this description;

continued.....



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EXHIBIT 'A' continued:

TOGETHER WITH that portion of Parcel 7 of Quit Claim Deed recorded under Auditor's File No. 199907280171, records of Skagit County, Washington, lying in the Southwest Quarter of the Southwest Quarter of Section 18, Township 36 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the most northerly corner of Parcel 6 of Statutory Warranty Deed recorded under Auditor's File No. 199910060074, records of Skagit County, Washington, being a point on the East line of said Parcel 7;

Thence North 11°34'42" East along said East line, a distance of 276.30 feet;

Thence North 01°05'51" East along said East line, a distance of 100.76 feet;

Thence South 89°46'27" West, a distance of 282.07 feet;

Thence South 09°50'51" West, a distance of 498.73 feet to the South line of said Parcel 7;

Thence North 81°01'50" East, along said South line, a distance of 134.74 feet;

Thence North 60°30'10" East along the Southeasterly line of said Parcel 7, a distance of 203.23 feet to the point of beginning;

ALSO TOGETHER WITH Tract B, Tract C and the Open Space Future Development (East) portion of Lot 4, SKAGIT COUNTY SHORT PLAT NO. PL00-0345, approved November 13, 2001, and recorded under Auditor's File No. 200111130172, records of Skagit County, Washington;

EXCEPT a strip of land 8.54 feet wide lying Easterly of, adjacent to, contiguous with the East line, and between the Easterly extensions of the North and South lines of the buildable area of said Lot 4.

Situated in Skagit County, Washington

- END OF EXHIBIT "A" -



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