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200806300245
Skagit County Auditor

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This instrument prepared by:
Wells Fargo Bank, N.A.
MARISSA WILT, DOCUMENT PREPARATION
ONE HOME CAMPUS
DES MOINES, IOWA 50328
425-455-6073

ACCOMMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
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LOTS 41, 42 AND PTN. LOTS 43 AND 44, DECEPTION PASS WATERFRONT TRACTS
P64896, P64897, P64898, P64900

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CHICAGO TITLE COMPANY
IC45751/AE12418

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20081414500090

Account number: 650-650-8558397-1XXX

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 16, 2008, together with all Riders to this document.
- (B) "Borrower" is JON S CLAUS AND DEBORAH A CLAUS, 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 16, 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, NINETY-EIGHT THOUSAND FIVE HUNDRED AND 00/100THS Dollars (U.S. \$98,500.00) 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 16, 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 **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]

LOTS 41,42 AND PTN. LOTS 43 AND 44

which currently has the address of _____ **15697 YOKEKO DRIVE** _____
[Street]
_____ **ANACORTES** _____, Washington **98221-0000** ("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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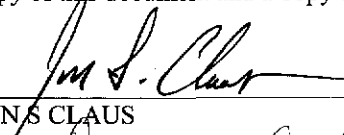
HOME ASSET MANAGEMENTSM ACCOUNT

The loan agreement referenced in the above definition of "Debt Instrument" includes any amendments to the Debt Instrument, including the Home Asset ManagementSM Account Addendum dated the same date as the Debt Instrument.


In accordance with the terms of the Debt Instrument, Lender may in its sole discretion periodically offer to increase Borrower's credit limit under the Debt Instrument, subject to the satisfaction of certain conditions. These conditions include, among other things, Borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Bank, N.A. Any such increase in Borrower's credit limit shall increase the maximum principal sum secured by this Security Instrument. Borrower agrees that any future advances made under any credit limit increases shall have the same lien priority as if the future advances were made as of the date of this Security Instrument.

Despite any language to the contrary in this Security Instrument, Borrower covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance given to Wells Fargo Bank, N.A.

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.



JON S CLAUS (Seal)
-Borrower



DEBORAH A CLAUS (Seal)
-Borrower

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Skagit County Auditor

For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

Jon S. Claus And Deborah A. Claus

(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 21 day of June, 20 08.

Witness my hand and notarial seal on this the 21 day of June, 2008

Diane L Martin
Signature

Diane L. Martin
Print Name:

Notary Public



My commission expires: 1-29-2011

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EXHIBIT A

Reference: 20081414500090

Account: 650-650-8558397-1998

Legal Description:

PARCEL A:

Part of Lot 43, DECEPTION PASS WATERFRONT TRACTS, according to the plat thereof recorded in Volume 5 of Plats, page 26, records of Skagit County, Washington, lying South of a line running from the most Northerly corner of Lot 42 said Deception Pass Waterfront Tracts, Easterly to the most Easterly corner of Lot 43 said Deception Pass Waterfront Tracts;

Also, Lots 41 and 42, Deception Pass Waterfront Tracts, according to the plat thereof, recorded in Volume 5 of Plats, page 26, records of Skagit County, Washington;

Also, tidelands of the second class extending to the line of extreme low tide and situate in front of, adjacent to or abutting on the above described premises.

Situated in Skagit County, Washington

PARCEL B:

A portion of Lots 43 and 44 of DECEPTION PASS WATERFRONT TRACTS, according to the plat thereof, recorded in Volume 5 of Plats, page 26, records of Skagit County, Washington, described as follows:

Beginning at the most Westerly corner of Lot 43;
Thence Northerly following the Easterly line of an unnamed 40 foot street in said plat 23.37 feet;
Thence 74°28' East, 352.06 feet to the Easterly line of said Lot 44;
Thence Southwesterly along said Easterly line of Lot 44 to the most Easterly corner of said Lot 43;
Thence North 62°09'20" West 349.92 feet to the point of beginning;

TOGETHER WITH all tidelands of the second class in front of the above described tract and intervening uplands, if any;

EXCEPTING any portion conveyed to Skagit County for Yokeko Drive.

Situated in Skagit County, Washington

Exhibit A, CDP.V1 07/2004



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