

**After Recording Return To:**

Wells Fargo Bank, N.A.

Attn: Document Mgt.

P.O. Box 31557

MAC B6955-013

Billings, MT 59107-9900



200809300045

Skagit County Auditor

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GUARDIAN NORTHWEST TITLE CO.

95470-2

**SHORT FORM OPEN-END DEED OF TRUST**

**Trustor(s)** ELIZABETH A. VAITH AND WILLIAM T. VAITH, WIFE AND HUSBAND

**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** SECTION 8, TOWNSHIP 33, RANGE 5; PTN SE SW

**Assessor's Property Tax Parcel or Account Number** 330508-3-014-0006

**Reference Numbers of Documents Assigned or Released**



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This instrument prepared by:  
Wells Fargo Bank, N.A.  
SHANNON HOFFMAN, DOCUMENT PREPARATION  
WFED ONE HOME CAMPUS X2303-01C  
DES MOINES, IOWA 50328-0001  
425-455-6096

[Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20082344500031

Account number: 650-650-8828030-1XXX

### 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 SEPTEMBER 23, 2008, together with all Riders to this document.
- (B) "Borrower" is ELIZABETH A. VAITH AND WILLIAM T. VAITH, WIFE AND HUSBAND. 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 SEPTEMBER 23, 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 TWENTY-FIVE THOUSAND FIVE HUNDRED AND 00/100THS Dollars (U.S. \$25,500.00) 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 October 23, 2048.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT  
HCWF#1006v1 (2/16/08)

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(G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation 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]

SECTION 8, TOWNSHIP 33, RANGE 5; PTN SE SW

which currently has the address of \_\_\_\_\_ 25374 LAKE CAVANAUGH ROAD \_\_\_\_\_  
[Street]  
MOUNT VERNON, Washington 98274-0000 ("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 MANAGEMENT<sup>SM</sup> ACCOUNT

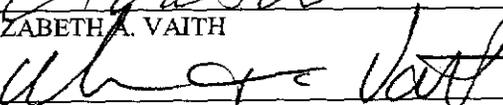
The loan agreement referenced in the above definition of "Debt Instrument" includes any amendments to the Debt Instrument, including the Home Asset Management<sup>SM</sup> Account Addendum dated the same date as the Debt Instrument.

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.

  
\_\_\_\_\_  
ELIZABETH A. VAITH (Seal)  
-Borrower

  
\_\_\_\_\_  
WILLIAM T. VAITH (Seal)  
-Borrower



For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

Elizabeth A. Vaith and William T. Vaith  
(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 23 day of September, 20 08.

Witness my hand and notarial seal on this the 23 day of Sept, 2008

[Signature]  
Signature

Shanna M. Gipe  
Print Name: \_\_\_\_\_  
Notary Public



My commission expires: 1/29/10



**Schedule "C"**  
**Legal description**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 8, Township 33 North, Range 5 East, W.M., lying Easterly of Puget Sound Power and Light Company's right-of-way, as conveyed by Deed recorded March 19, 1931 under Auditor's File No. 241950; EXCEPT the North 150 feet thereof as measured by a line drawn parallel with and at right angles to the North line thereof.



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