



200810010045

Skagit County Auditor

10/1/2008 Page

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5 11:06AM

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING
Accommodation Recording Per Client Request

10605
SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) KERRY D KELLEY AND KIMSLEY H KELLEY WHO ACQUIRED TITLE AS KIMSLEY KELLEY, 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 SEE ATTACHED EXHIBIT A

Assessor's Property Tax Parcel or Account Number P79662

Reference Numbers of Documents Assigned or Released

Abbrev. LEGAL: LOT 19, Anderson-Hilde Plat, Vol. PSD



~~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.
MARTI HERNDON, DOCUMENT PREPARATION
11601 N. BLACK CANYON HWY
PHOENIX, ARIZONA 85029
877-524-0865

[Space Above This Line For Recording Data]

#38553210

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20082339100170

Account number: 650-650-8808396-1XXX

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 11, 2008, together with all Riders to this document.
- (B) "Borrower" is KERRY D KELLEY AND KIMSLEY H KELLEY WHO ACQUIRED TITLE AS KIMSLEY KELLEY, 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 SEPTEMBER 11, 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, FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$50,000.00) 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 October 11, 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

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

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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]

SEE ATTACHED EXHIBIT A

which currently has the address of _____ **817 DANA DR** _____
[Street]
SEDRO WOOLLEY, Washington **98284** ("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.



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.

Kim H Kelley (Seal)
KIMSZEY H KELLEY -Borrower

Kerry D Kelley (Seal)
KERRY D KELLEY -Borrower

For An Individual Acting In His/Her Own Right:

State of Washington

County of SKAGIT

On this day personally appeared before me
Kim H. Kelley and Kerry D. Kelley
(here insert the name of grantor or

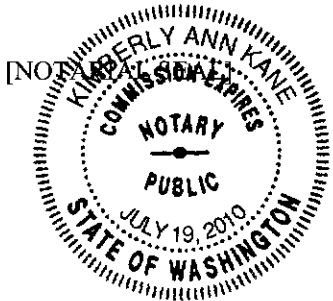
grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 11th day of September, 2008.

Witness my hand and notarial seal on this the 11th day of September 2008

Kimberly Ann Kane
Signature

Kimberly Ann Kane
Print Name:

Notary Public



My commission expires: July 19, 2010



EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 19, ANDERSON-HILDE PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 50, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO: RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD. ABBREVIATED LEGAL DESCRIPTION: LOT 19, ANDERSON-HILDE PLAT, V11, P50 DOC NO. 9602160049

Permanent Parcel Number: P79662
KERRY D. KELLEY AND KIMSLEY KELLEY, HUSBAND AND WIFE

817 DANA DRIVE, SEDRO WOOLLEY WA 98284
Loan Reference Number : 20082339100170/10605
First American Order No: 38553216
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 KELLEY
38553216 WA

FIRST AMERICAN ELS
OPEN END DEED OF TRUST





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Skagit County Auditor