



200810290125

Skagit County Auditor

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After Recording Return To:

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CHICAGO TITLE CO.

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SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) THOMAS L. ALLEN AND PAMELA J. ALLEN, 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 LOT 28 PTN 29 GIBRALTER ANNEX

Assessor's Property Tax Parcel or Account Number 4110-000-029-0006

Reference Numbers of Documents Assigned or Released

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1006v1 (10/02/08)



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This instrument prepared by:
Wells Fargo Bank, N.A.
SHERRI ISAAC, DOCUMENT PREPARATION
ONE HOME CAMPUS, MAC X2303-01W
DES MOINES, IOWA 50328-0001
800-443-3486

[Space Above This Line For Recording Data]

abbl legal : ptn 28, 29 gibralter annex
TAX # P73634

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20082684500046

Account number: 650-650-8890329-1XXX

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 OCTOBER 24, 2008, together with all Riders to this document.
- (B) "Borrower" is THOMAS L. ALLEN AND PAMELA J. ALLEN, 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 OCTOBER 24, 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, THREE HUNDRED FIFTY-THREE THOUSAND AND 00/100THS Dollars (U.S. \$353,000.00) plus interest. Borrower has promised

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to pay this debt in Periodic Payments and to pay the debt in full not later than **seven (7) calendar days after November 24, 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 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

_____ of _____ :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 28 PTN 29 GIBRALTER ANNEX

which currently has the address of _____
_____ , Washington _____ ("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

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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.

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.


THOMAS L. ALLEN

10/24/08

(Seal)

-Borrower


PAMELA J. ALLEN

10/24/08

(Seal)

-Borrower

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Skagit County Auditor

For An Individual Acting In His/Her Own Right:

State of Wash.

County of Skagit

On this day personally appeared before me

Thomas L. Allen & Pamela J. Allen
(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 24 day of Oct, 20 08

Witness my hand and notarial seal on this the 24 day of Oct, 2008

Signature

Print Name: Mary Mansfield

Notary Public



My commission expires: 10-28-09

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Chicago Title Company - Island Division

EXHIBIT 'A'

Description:

Order No: AE12683 MM

Tracts 28 and 29, GIBRALTER ANNEX, according to the plat thereof recorded in Volume 7 of Plats, page 9, records of Skagit County, Washington;

TOGETHER WITH all that portion, if any, lying within the Reversionary Right Oyster Lands as conveyed by the State of Washington to Mary Elstereit, by deed recorded September 21, 1929, under Auditor's File No. 226978, records of Skagit County, Washington, described as follows:

Beginning at the meander corner to Sections 8 and 17; Township 34 North, Range 2 East of the Willamette Meridian;

Thence North 15° East 9.697 chains;

Thence South 75° East 2.727 chains;

Thence North 63°45' East 2.977 chains;

Thence South 2°43' West 22.214 chains;

Thence South 7°19' East 17.942 chains;

Thence South 4°30' West 5.00 chains;

Thence South 17°47' West 32.75 chains;

Thence South 50°30' West 18.00 chains;

Thence North 39°30' West 4.545 chains;

Thence North 50°30' East 18 chains;

Thence North 32°30' East 4.00 chains;

Thence North 6° East 9.00 chains;

Thence North 22°30' East 17.00 chains;

Thence North 4°30' East 5.00 chains;

Thence North 15° West 17.00 chains;

Thence North 6° West 13.60 chains to the point of beginning;

EXCEPT that portion of said Lot 29, said plat of Gibraltar Annex described, as follows:

Beginning at the Southwest corner of said Lot 29;

Thence South 67°28'00" East along the line common to said Lots 29 and 30 a distance of 248.00 feet;

Thence North 46°47'16" West, a distance of 39.88 feet;

Thence North 71°17'26" West, a distance of 218.16 feet to the point of beginning.

Situated in Skagit County, Washington

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