



200811120032
Skagit County Auditor

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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.

1C46833

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) JOHN E. LINDSAY AND DIANA L. LINDSAY AS TRUSTEES OF THE LINDSAY FAMILY TRUST DATED OCTOBER 11, 1993, AS AMENDED AND RESTATED DECEMBER 5, 2007

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 35, PLAT OF PARKSIDE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 14 OF PLATS, PAGES 170 THROUGH 174, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax Parcel or Account Number P99139

Reference Numbers of Documents Assigned or Released



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This instrument prepared by:
Wells Fargo Bank, N.A.
CINDY WILLMES, LOAN PROCESSOR
85 CLEVELAND ROAD
PLEASANT HILL, CALIFORNIA 94523
800-400-3339

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20082837100099

Account number: 117-117-0472190-1XXX

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 NOVEMBER 05, 2008, together with all Riders to this document.

(B) "Borrower" is JOHN E. LINDSAY AND DIANA L. LINDSAY AS TRUSTEES OF THE LINDSAY FAMILY TRUST DATED OCTOBER 11, 1993, AS AMENDED AND RESTATED DECEMBER 5, 2007. 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 NOVEMBER 05, 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

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1006v1 (10/02/08)



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SEVENTY THOUSAND AND 00/100THS Dollars (U.S. **\$470,000.00**) 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 December 05, 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

X 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]

LOT 35, PLAT OF PARKSIDE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 14 OF PLATS, PAGES 170 THROUGH 174, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

which currently has the address of _____ **4604 HICKORY DRIVE** _____
[Street]
ANACORTES, Washington **98221** ("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 seized 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.

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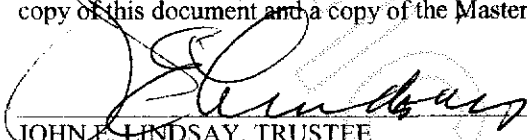


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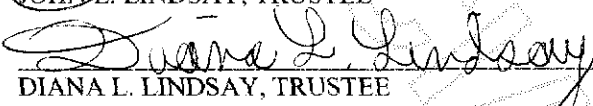
MASTER FORM DEED OF TRUST

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.



JOHN E. LINDSAY, TRUSTEE (Seal)
-Borrower



DIANA L. LINDSAY, TRUSTEE (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

John E Lindsay and Diana L Lindsay
(here insert the name of grantor or

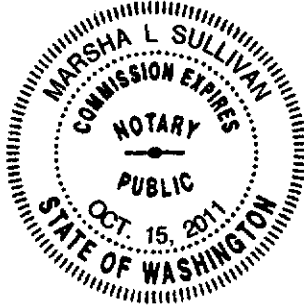
grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 5th day of Nov, 2008.

Witness my hand and notarial seal on this the 5th day of Nov, 2008

Marsha L Sullivan
Signature

[NOTARIAL SEAL]

Marsha L Sullivan
Print Name: _____
Notary Public



My commission expires: Oct 15 2011



For An Individual Trustee Borrower:

State of Washington

County of Skagit

On this day personally appeared before me John E Lindsay and Diana L Lindsay
(here insert the name of grantor or

grantors) to me known to be the Trustee for the Trust known as Lindsay Family Trust and who executed the within and foregoing instrument in his or her capacity as Trustee for the said trust, and that he was authorized to do so in the trust instrument pursuant to which the said Trust was created, 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 5th day of Nov, 2008. (Signature of officer and official seal below)

Witness my hand and notarial seal on this the 5th day of Nov, 2008

Marsha L Sullivan
Signature

Marsha L Sullivan
Print Name:

Notary Public

[NOTARIAL SEAL]



My commission expires: Oct 15 2011

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Skagit County Auditor

Reference: 20082837100099
Account: 117-117-0472190-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on **NOVEMBER 05, 2008** is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from **JOHN E. LINDSAY And DIANA L. LINDSAY** (individually and collectively referred to as the "Debtor") to **Wells Fargo Bank, N.A.** (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

4604 HICKORY DRIVE, ANACORTES, WASHINGTON 98221
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

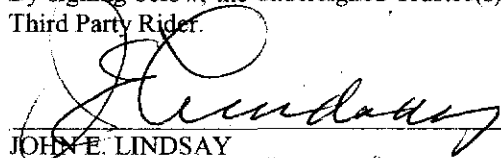
With respect to the **LINDSAY FAMILY** (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender.

Consequently, references in the Security Instrument to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Debt Instrument shall refer to the Debtor.

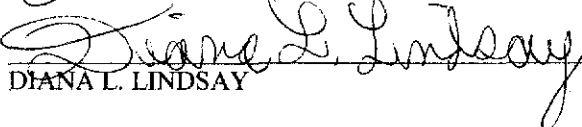
Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.

By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this Third Party Rider.



JOHN E. LINDSAY (Seal)



DIANA L. LINDSAY (Seal)

Attach this Rider to the Security Instrument before Recording

3rd Party Rider, HCWF#132.v10 (05/17/08)



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