



200902190077

Skagit County Auditor

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AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010

ATI# 200901091531

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) NATHAN B. SMOTHERS AND SHARON A. SMOTHERS, 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 ABBREVIATED LEGAL: LOT 1, EDMONT PLACE, VOL. 15, PG. 108

Assessor's Property Tax Parcel or Account Number P105100

Reference Numbers of Documents Assigned or Released



AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010

ATI# 200901091521

This instrument prepared by:
Wells Fargo Bank, N.A.
MICHAEL B KIX, DOCUMENT PREPARATION
ONE HOME CAMPUS (MAC X2303-01W
DES MOINES, IOWA 50328-0001
866-537-8489

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20090087100081

Account number: 651-651-2691715-1XXX

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 JANUARY 30, 2009, together with all Riders to this document.

(B) "Borrower" is NATHAN B. SMOTHERS AND SHARON A. SMOTHERS, 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 JANUARY 30, 2009. 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, ONE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED AND 00/100THS Dollars (U.S. \$122,600.00)

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT
HCWF#1006v1 (11/15/2008)

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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 February 28, 2049.**

(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

County of **Skagit** :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

ABBREVIATED LEGAL: LOT 1, EDGEMONT PLACE, VOL. 15, PG. 108

*See Exhibit A
for legal description*

which currently has the address
of

4521 EDGEMONT PLACE

MOUNT VERNON, Washington **98273** ("Property Address"):
[City] [Street] [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

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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.



NATHAN B SMOTHERS

-Borrower



SHARON A SMOTHERS

-Borrower

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Skagit County Auditor

For An Individual Acting In His/Her Own Right:

State of WASHINGTON

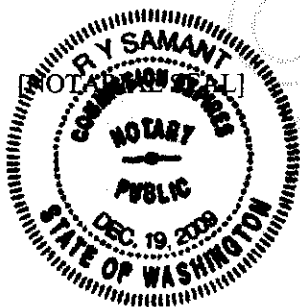
County of SKAGIT

On this day personally appeared before me

NATHAN B SMOTHERS AND SHARON A SMOTHERS
(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 02 day of FEBRUARY, 20 09.

Witness my hand and notarial seal on this the 02 day of FEBRUARY, 2009



Signature

Print Name:

Notary Public

My commission expires: DEC 19, 2009

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EXHIBIT A

Reference: 20090087100081

Account: 651-651-2691715-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: PARCEL A: LOT 1, PLAT OF EDMONT PLACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGES 108 AND 109, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOT 1, EDMONT PLACE, VOL. 15, PG. 108

Exhibit A, CDP.V1 07/2004



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