After Recording Return To: Wells Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

**Skagit County Auditor** 

2/23/2009 Page

1 of

611:42AM

LAND TITLE OF SKAGIT COUNTY

132107-54

THIS DEED OF TRUST IS SECOND AND SUBORDINATE TO DEED OF TRUST RECORDED UNDER AUDITOR FILE NO. 200902230121

## SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) WILLIAM H. DORE, JR. AND KATHLEEN L. DORE, 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 PTN LOTS 11-13, BLK. 225, ANACORTES (AKA PARCEL 31, **SURVEY 9612230056)** 

Assessor's Property Tax Parcel or Account Number 3772-225-013-0000

Reference Numbers of Documents Assigned or Released

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1006v1 (11/15/2008)

(page 1 of 5 pages)

Documents Processed 02-18-2009, 12:39:59

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.
SHANNON HOFFMAN, DOCUMENT PREPARATION
526 CHAPEL HILL DR
COLORADO SPRINGS, COLORADO 80920
425-455-6181

## [Space Above This Line For Recording Data]

### SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20090104500026

Account number: 650-650-9065756-1XXX

### **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 <u>FEBRUARY 18, 2009</u>, together with all Riders to this document.
- (B) "Borrower" is WILLIAM H. DORE, JR. AND KATHLEEN L. DORE, 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 FEBRUARY 18, 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, FOURTEEN THOUSAND FIVE HUNDRED AND 00/100THS Dollars (U.S. \$14,500.00) plus interest. Borrower has

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 2 of 5 pages)

HCWF#1006v1 (11/15/2008)

Documents Processed 02-18-2009, 12:39:59



2/23/2009 Page

2 of

promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after March 18, 2034.

(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 <u>June 14, 2007</u>, and recorded on <u>July 12, 2007</u>, as Auditor's File Number <u>200707120063</u> in Book <u>n/a</u> at Page <u>n/a</u> of the Official Records in the Office of the Auditor of <u>Skagit</u> 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]	
PTN LOTS 11-13, BLK. 225, AN	ACORTES (AKA PARCEL 31, SURVEY 9612230056)	
which currently has the address of	2320 25TH ST	
ANACORTES	[Street], Washington 98221-0000 ("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

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

(page 3 of 5 pages)

Documents Processed 02-18-2009, 12:39:59



2/23/2009 Page

3 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.

# 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.

WILLIAM H. DORE, JR

-Borrower

ATHLEEN L. DORF

-Borrower

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1006v1 (11/15/2008)

Documents Processed 02-18-2009, 12:39:59

(page 4 of 5 pages)

200902230122 Skagit County Auditor

2/23/2009 Page

of 611:42AM

And the second s	
For An Individual Acting In His/Her Own Right State of WASHINGTON	t:
County of 1944D	-
On this day personally appeared before me WILLIAM H DORE, JR. AND	KASHIEEN L. DORE
The state of the s	(here insert the name of
within and foregoing instrument, and acknowled	vidual, or individuals described in and who executed the diged that he (she or they) signed the same as his (her or see and purposes therein mentioned. Given under my wasy, 20
	,
Witness my hand and notarial seal on this the	877-day of FERNAY 2009
	Jone & alberta.
	Signature
(NOTARIAL SEAL)	Irene P. Abercrombie
INOTACHIMINADEAL)	Print Name:
WOTARY BELLEVIOLET	Notary Public
PUBLIC OS SHIP	
My commission expires: 4-5-2014	

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

(page 5 of 5 pages)

Documents Processed 02-18-2009, 12:39:59



2/23/2009 Page

**5** of

### DESCRIPTION:

Lot 31 of Survey recorded December 23, 1996 in Volume 19 of Surveys, pages 31 through 35, under Auditor's File No. 9612230056, records of Skagit County, Washington; being a portion of "MAP OF THE CTTY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

200902230122 Skagit County Auditor

2/23/2009 Page

6 of