

Prepared by:

~~After Recording Return To:~~

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



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

ATI# 200902031047

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) **VYONNE MINERICH, A MARRIED PERSON, AS HER SEPARATE ESTATE, AND DOUG CARTER, A NON-VESTED SPOUSE, WIFE AND HUSBAND**

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: PTN. NW OF SE OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST OF W.M. DOC 200410260122 .**
.CONSIDERATION: N/A. SEE ATTACHED EXHIBIT

Assessor's Property Tax Parcel or Account Number **P40054**

Reference Numbers of Documents Assigned or Released



After recording, return recording information to:

American Title, Inc.

PO Box 641010 2009 02031047
Omaha, NE 68164-1010

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

PID: P40054

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SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20090347100034

Account number: 651-651-2701993-1XXX

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 FEBRUARY 27, 2009, together with all Riders to this document.

(B) "Borrower" is VYONNE MINERICH, A MARRIED PERSON, AS HER SEPARATE ESTATE, AND DOUG CARTER, A NON-VESTED SPOUSE, WIFE AND HUSBAND. 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 27, 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, SEVENTY-

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

(page 2 of 5 pages)



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THREE THOUSAND TWO HUNDRED EIGHTY AND 00/100THS Dollars (U.S. **\$73,280.00**) 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 March 27, 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]:

- 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]

ABBREVIATED LEGAL: PTN. NW OF SE OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST OF W.M. DOC 200410260122 . . CONSIDERATION: N/A. SEE ATTACHED EXHIBIT

which currently has the address of _____ **25619 HOEHN RD**
[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.




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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.



DOUG CARTER -Borrower



VYOME MINERICH -Borrower



For An Individual Acting In His/Her Own Right:

State of WASHINGTON

County of SKAGIT

On this day personally appeared before me

YVONNE MURPHY & DOUG CARROLL

(here insert the name of

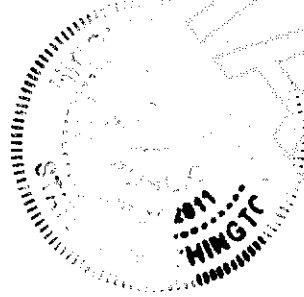
grantor or grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 27 day of February, 2009.

Witness my hand and notarial seal on this the 27 day of February, 2009

Nicholas T. Longo
Signature

[NOTARIAL SEAL]

NICHOLAS T. LONGO
Print Name: NOTARY
Notary Public



My commission expires: 4/27/2011



EXHIBIT A

Reference: 20090347100034

Account: 651-651-2701993-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: PARCEL A: LOT 1, SHORT PLAT: NO. 23-84, APPROVED JULY 10, 1984 AND RECORDED JULY 10, 1984 IN VOLUME 6 OF SHORT PLATS, PAGE 163, UNDER AUDITOR'S FILE NO. 8407100024, AND BEING A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. EXCEPT THAT PORTION OF SAID LOT 1 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF SAID SHORT PLAT NO. 23-84; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 OF SAID SHORT PLAT NO. 23-84, A DISTANCE OF 32.5 FEET, MORE OR LESS, TO AN EXISTING FENCE LINE RUNNING NORTH AND SOUTH, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; ALSO, EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT NO. 23-84; THENCE NORTH 00 DEGREES 05 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 379.53 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 02 SECONDS EAST A DISTANCE OF 247.15 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 58 SECONDS WEST A DISTANCE OF 325.45 FEET, MORE OR LESS, TO THE NORTH LINE OF HOEHN ROAD; THENCE SOUTH 77 DEGREES 33 MINUTES 30 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 253.00 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B: LOT 2, SHORT PLAT NO. 23-84, APPROVED JULY 10, 1984 AND RECORDED JULY 10, 1984 IN VOLUME 6 OF SHORT PLATS, PAGE 163, UNDER AUDITOR'S FILE NO. 8407100024, AND BEING A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. PARCEL C: THAT PORTION OF LOT 1 OF SAID SHORT PLAT NO. 23-84 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF SAID SHORT PLAT NO. 23-84; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 OF SAID SHORT PLAT NO. 23-84, A DISTANCE OF 32.5 FEET, MORE OR LESS, TO AN

Exhibit A, CDP.V1 07/2004

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EXISTING FENCE LINE RUNNING NORTH AND SOUTH, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE NORTHERLY, ALONG SAID FENCE LINE, TO ITS INTERSECTION WITH THE FENCE LINE WHICH RUNS EAST AND WEST, JUST SOUTH OF THE NORTH LINE OF SAID LOT 1, AND SHOWN ON THE FACE OF THE SHORT PLAT, AND THE TERMINUS OF THIS LINE DESCRIPTION, SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: PTN. NW OF SE OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST OF W.M. DOC 200410260122 . . CONSIDERATION: N/A. APN: P40054

Exhibit A, CDP.V1 07/2004



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