



200906300081
Skagit County Auditor

6/30/2009 Page 1 of 6 12:02PM

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.
620003450

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) NANCY L NYGREN, AS HER SEPARATE ESTATE AND KENNETH A. CODLIN, AS HIS SEPARATE ESTATE, IN INDETERMINATE INTEREST.

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 1, SURVEY 8111130039

Assessor's Property Tax Parcel or Account Number 360326-3-005-0103

Reference Numbers of Documents Assigned or Released

ACCOMMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

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



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This instrument prepared by:
Wells Fargo Bank, N.A.
LINDSI GUTH, DOCUMENT PREPARATION
ONE HOME CAMPUS, X2303-01C
DES MOINES, IOWA 50328
425-455-6076

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20091264600065

Account number: 650-650-9294752-1XXX

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 JUNE 25, 2009, together with all Riders to this document.

(B) "Borrower" is NANCY L NYGREN, AS HER SEPARATE ESTATE AND KENNETH A. CODLIN, AS HIS SEPARATE ESTATE, IN INDETERMINATE INTEREST. 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 JUNE 25, 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, FORTY-FIVE

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THOUSAND SEVEN HUNDRED FIFTY AND 00/100THS Dollars (U.S. **\$45,750.00**) 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 July 25, 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]

LOT 1, SURVEY 8111130039

which currently has the address of **16170 LOOKOUT LANE**

_____, Washington _____ ("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 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.

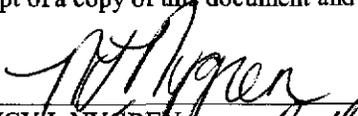
HOME ASSET MANAGEMENTSM ACCOUNT

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.

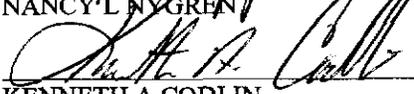
In accordance with the terms of the Debt Instrument, Lender may in its sole discretion periodically offer to increase Borrower's credit limit under the Debt Instrument, subject to the satisfaction of certain conditions. These conditions include, among other things, Borrower's maintenance of a first mortgage 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.



NANCY L NYGREN -Borrower



KENNETH A CODLIN -Borrower

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For An Individual Acting In His/Her Own Right:

State of WASHINGTON

County of WHATCOM

On this day personally appeared before me

NANCY L. MYGREN AND KENNETH A. COOLIN

(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 25 day of JUNE, 2009.

Witness my hand and notarial seal on this the 25 day of JUNE, 2009

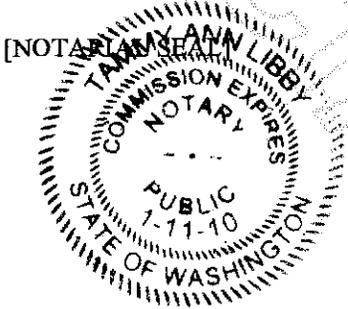
Signature

[Handwritten Signature]

Print Name:

TAMMY ANN LIBBY

Notary Public



My commission expires: 1-11-2010

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EXHIBIT "A"

Tract 1, REVISED PLAT OF SAN JUAN LOOKOUT, SKAGIT COUNTY 5-ACRE-PARCEL SUBDIVISION NO. 509-80, approved November 13, 1981, and recorded November 13, 1981, in Volume 3 of Surveys, page 151, under Auditor's File No. 8111130039, records of Skagit County, Washington; being a revision of that subdivision recorded in Volume 5 of Short Plats, page 103, records of Skagit County, Washington; being a portion of the Southwest Quarter of Section 26, Township 36 North, Range 3 East of the Willamette Meridian, and a portion of the Southeast Quarter of Section 27, Township 36 North, Range 3 East of the Willamette Meridian.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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