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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

# SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) WILLIAM DANIEL BRYANT, JR., AN UNMARRIED MAN

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. BLOCK 2, "G. KELLOG'S ADDITION TO THE CITY OF ANACORTES, WASH," MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A

Assessor's Property Tax Parcel or Account Number P125148

Reference Numbers of Documents Assigned or Released

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.
JEROD SCHECK, DOCUMENT PREPARATION
2202 W. ROSE GARDEN LANE
PHOENIX, ARIZONA 85027
866-537-8489

[Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20091597600124

Account number: 651-651-2759157-1XXX

### **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>JULY 03, 2009</u>, together with all Riders to this document.
- (B) "Borrower" is WILLIAM DANIEL BRYANT, JR., AN UNMARRIED MAN. 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 JULY 03, 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 THOUSAND AND 00/100THS Dollars (U.S. \$100,000.00) plus interest. Borrower has promised to pay this

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debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after August 03, 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]		
IN/Ai ()ther(s) Ispecity	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 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	of Skagit	
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

# ABBREVIATED LEGAL: PTN. BLOCK 2, "G. KELLOG'S ADDITION TO THE CITY OF ANACORTES, WASH," MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A

which currently has the address of	2612 16TH STREET		
ANACORTES	Washington	[Street] ("Property Address"):	
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 seised of the estate hereby conveyed and has

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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.

WILLIAM DANIEL BRYANT, JR

-Borrower

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For An Individual Acting In His/Her Own Right:	
State of Washington	
County of Skaar}	
On this day personally appeared before me	1_
WILLIAM DANIEL BRYANT	JR.
	(here insert the name of
	al, or individuals described in and who executed the d that he (she or they) signed the same as his (her or
their) free and voluntary act and deed, for the uses	
hand and official seal this 3 day of July	<u>, 20 v9 .</u>
Witness my hand and notarial seal on this the 3	day of Why 2009
Withcas my hand and notation sear on this the	_ day or
	Marska L Sullivan
	Signature
DIOTADIAL CEALL	Mansua ( Sullana 7
[NOTARIAL SEAL]	MARSHA L SULLIVAN Print Name:
Minimum.	Notary Public
WIND A SHA & OF THE SHA	
WIS 8104 11/11	
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S O WELIC /	
15 2011 A	
WA CHING THINK	
William William	

My commission expires: OCT 15 2011

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### **EXHIBIT A**

Reference: 20091597600124

Account: 651-651-2759157-1998

# Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 2, OF "G. KELLOG'S ADDITION TO THE CITY OF ANACORTES", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 89 DEGRÉES 40 MINUTES 59 SECONDS WEST A DISTANCE OF 84.52 FEET ALONG THE SOUTH LINE OF SAID BLOCK; THENCE NORTH 0 DEGREES 08 MINUTES 20 SECONDS WEST A DISTANCE OF 6.95 FEET: THENCE NORTH 89 DEGREES 40 MINUTES 59 SECONDS EAST A DISTANCE OF 16.48 FEET; THENCE NORTH 8 DEGREES 34 MINUTES 48 SECONDS EAST A DISTANCE OF 20.50 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 20 SECONDS WEST A DISTANCE OF 28.69 FEET; THENCE NORTH 21 DEGREES 02 MINUTES 30 SECONDS WEST A DISTANCE OF 42.82 FEET: THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS WEST A DISTANCE OF 87.51 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 20 SECONDS WEST A DISTANCE OF 12.29 FEET: THENCE NORTH 89 DEGREES 41 MINUTES 08 SECONDS EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES 39 SECONDS EAST A DISTANCE OF 8.21 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 59 SECONDS EAST A DISTANCE OF 152.71 FEET ALONG THE NORTH LINE OF SAID BLOCK; THENCE SOUTH 0 DEGREES 08 MINUTES 20 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. (ALSO KNOWN AS PARCEL B OF BOUNDARY LINE SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200607260135.) ABBREVIATED LEGAL: PTN. BLOCK 2, "G. KELLOG'S ADDITION TO THE CITY OF ANACORTES, WASH."

Exhibit A, CDP.V1 07/2004

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