

~~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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Skagit County Auditor

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AMERICAN TITLE, INC.  
P.O. BOX 641010  
OMAHA, NE 68164-1010

ATI# 200906230664

## SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) **SETH K. WYMAN AND TORI A. WYMAN, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

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 N2, SHORT PLAT #94-012, VOL. 11, PG. 156, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT.**

Assessor's Property Tax Parcel or Account Number **P109077**

Reference Numbers of Documents Assigned or Released



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Wells Fargo Bank, N.A.  
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P.O. Box 31557  
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This instrument prepared by:

Wells Fargo Bank, N.A.  
DANIEL SEMPLE, DOCUMENT PREPARATION  
2202 W. ROSE GARDEN LANE  
PHOENIX, ARIZONA 85027  
866-537-8489

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## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20091707700051

Account number: 651-651-2770964-1XXX

### 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 AUGUST 03, 2009, together with all Riders to this document.

(B) "Borrower" is SETH K. WYMAN AND TORI A. WYMAN, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP. 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 AUGUST 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, SIXTY-NINE THOUSAND SEVEN HUNDRED AND 00/100THS Dollars (U.S. \$69,700.00) plus interest. Borrower has

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1006v1 (11/15/2008)



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promised to pay this debt in Periodic Payments and to pay the debt in full not later than **seven (7) calendar days after September 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] 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 N2, SHORT PLAT #94-012, VOL. 11, PG. 156, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT.**

which currently has the address  
of

**5024 ROBINWOOD LN**

BOW, Washington 98232 ("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

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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.

Tori Wyman  
TORI A WYMAN

-Borrower

Tori Wyman, as attorney in fact for Seth Wyman  
TORI A WYMAN, AS ATTORNEY IN FACT FOR SETH K WYMAN

-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

TORI A WYMAN

(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 3 day of August, 2009.

Witness my hand and notarial seal on this the 3 day of August, 2009

Marsha L Sullivan  
Signature

[NOTARIAL SEAL]

Marsha L Sullivan  
Print Name:

Notary Public



My commission expires: OCT 15 2011

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## EXHIBIT A

Reference: 20091707700051

Account: 651-651-2770964-1998

### Legal Description:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF BOW, AND DESCRIBED AS FOLLOWS: PARCEL A: LOT N2, SKAGIT COUNTY SHORT PLAT NO. 94-012, APPROVED DECEMBER 12, 1994, RECORDED DECEMBER 14, 1994, IN VOLUME 11 OF SHORT PLATS, PAGE 156, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF TRACT N AS SHOWN ON THE SURVEY RECORDED IN BOOK 12 OF SURVEYS, PAGES 99 THROUGH 100, UNDER AUDITOR'S FILE NO. 9202130038, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN. PARCEL B: THE PORTION OF LOT M1, SKAGIT COUNTY SHORT PLAT NO. 94-011, APPROVED DECEMBER 12, 1994 AND RECORDED DECEMBER 14, 1994 IN VOLUME 11 OF SHORT PLATS, PAGE 157, UNDER AUDITOR'S FILE NO. 9412140071, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN; AND OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, LYING WESTERLY OF THE WESTERLY MARGIN OF ROBINWOOD LANE, A PRIVATE DRIVEWAY (THE CENTERLINE OF ROBINWOOD LANE IS DESCRIBED ON THAT CERTAIN DOCUMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9309030006) AND NORTHERLY OF THE EASTERLY PROJECTION OF THE SOUTH LINE OF LOT N2, SKAGIT COUNTY SHORT PLAT NO. 94-012, APPROVED DECEMBER 12, 1994 AND RECORDED DECEMBER 14, 1994 IN VOLUME 11 OF SHORT PLATS, PAGE 158, UNDER AUDITOR'S FILE NO. 9412140072, ALSO BEING THE NORTH LINE OF THAT CERTAIN 30 FOOT WIDE ACCESS AND UTILITIES EASEMENT FOR LOT N1 AND N4 OF SAID SKAGIT COUNTY SHORT PLAT NO. 94-012.

Exhibit A, CDP.V1 07/2004



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