



200911230001  
Skagit County Auditor

11/23/2009 Page 1 of 6 9:01AM

**After Recording Return To:**

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**SHORT FORM OPEN-END DEED OF TRUST**

**Trustor(s) SAMUEL HOLMES AND LINDA J. HOLMES, 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 ABBREVIATED LEGAL: LOTS 8, 9 AND 10, BLK 246, PLAT V2, PP4-7, DOC #9404270078**

**Assessor's Property Tax Parcel or Account Number P56404**

**Reference Numbers of Documents Assigned or Released**

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



(page 1 of 5 pages)

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This instrument prepared by:  
Wells Fargo Bank, N.A.  
RACHEL ROHRBECK, 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 #: 20092787600155

Account number: 651-651-2808988-1XXX

### 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 NOVEMBER 02, 2009, together with all Riders to this document.
- (B) "Borrower" is SAMUEL HOLMES AND LINDA J. HOLMES, 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 NOVEMBER 02, 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, FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$50,000.00) plus interest. Borrower has promised to pay this debt

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in Periodic Payments and to pay the debt in full not later than **seven (7) calendar days after December 02, 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: LOTS 8, 9 AND 10, BLK 246, PLAT V2, PP4-7, DOC #9404270078**  
More particularly described in the attached exhibit A

which currently has the address 2417 14TH ST  
of \_\_\_\_\_  
ANACORTES, Washington 98221 ("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 seized 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)

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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.

  
\_\_\_\_\_  
SAMUEL HOLMES -Borrower

  
\_\_\_\_\_  
LINDA J HOLMES -Borrower



For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

SAMUEL HOLMES AND LINDA J HOLMES  
(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 2<sup>nd</sup> day of November, 2009.

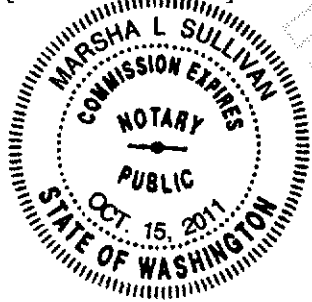
Witness my hand and notarial seal on this the 2<sup>nd</sup> day of November, 2009

Marsha L Sullivan  
Signature

Marsha L Sullivan  
Print Name:

Notary Public

[NOTARIAL SEAL]



My commission expires: OCT 15 2011



**EXHIBIT A**

Reference: 20092787600155

Account: 651-651-2808988-1998

**Legal Description:**

**THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: THE WEST HALF OF LOT 8 AND ALL OF LOTS 9 AND 10, BLOCK 246, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

Exhibit A, CDP.V1 07/2004



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