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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) MALCOLM D. TAYLOR AND PAULA F. TAYLOR, 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 THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 32, PLAT OF MARINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGES 173 THROUGH 175, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THAT PORTION OF THE EAST 5 FEET THEREOF, LYING BETWEEN THE WESTERLY PROJECTIONS OF THE NORTH AND SOUTH LINES OF LOT 34 OF SAID PLAT. ABBREVIATED LEGAL: PORTION LOT 32, MARINE HEIGHTS, PLAT V16, PP173-175

Assessor's Property Tax Parcel or Account Number P111770

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. JOYCE K JENSEN, DOCUMENT PREPARATION 2202 W. ROSE GARDEN LANE (MAC: PHOENIX, ARIZONA 85027 866-537-8489

[Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20100227600151

Account number: 651-651-2847879-1XXX

## 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 19, 2010, together with all Riders to this document.
- (B) "Borrower" is MALCOLM D. TAYLOR AND PAULA F. TAYLOR, 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 FEBRUARY 19, 2010. 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

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to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after March 19, 2050.

(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 <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
[Type of Recording Jurisdiction]

Name of Recording Jurisdiction

Skagit

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 32, PLAT OF MARINE HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGES 173 THROUGH 175, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THAT PORTION OF THE EAST 5 FEET THEREOF, LYING BETWEEN THE WESTERLY PROJECTIONS OF THE NORTH AND SOUTH LINES OF LOT 34 OF SAID PLAT. ABBREVIATED LEGAL: PORTION LOT 32, MARINE HEIGHTS, PLAT V16, PP173-175

which currently has the address

4113 ELLISPORT PLACE

of

ANACORTES

Washington [Street] [Street]

("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

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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.

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.

Malula D. Jak		
MALEOLM D TAYLOR		-Borrower
Paula 7 Juglor	·	
PAULA F TAYLOR		-Borrower

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For An Individual Acting In His/Her Own Right:	
State of CALIFORNIA	
Can him	
County of SAN MATED	
	ATTARYN L. WHITE, NOTARY PUBLIC
On this day personally appeared before me	a contract of
PAULA F. TAYLO	
N. Norman (1984)	(here insert the name of
grantor or grantors) to me known to be the individ	ual, or individuals described in and who executed the
	ed 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 19 day of FEBRU	ARY, 2010.
19	tu.
Witness my hand and notarial seal on this the 19	_ day of feloriary, 2010
	(()()
	Signature
	1000 00 1 KN11 176
[NOTARIAL SEAL]	Print Name:
	Print Name:
	Notary Public
	<i>-</i>
	KATHRYN L. WHITE
i de la companya di managaran di kacamatan di kacamatan di kacamatan di kacamatan di kacamatan di kacamatan di	5 COMM. #1813129 ≦
	NOTARY PUBLIC - CALIFORNIA
"	SAN MATEO COUNTY —
	My Comm. Expires September 13, 2012
My commission expires: Sept. 13, 2012	

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# All-purpose Acknowledgment

STATE OF Washington, COUNTY OF SKag, +
On Feb. 24 2010 before me, the undersigned, a Notary Public
in and for said State, personally appeared
MALCOLM D TAYLOR
O personally known to me —OR— Proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal
Marshal Sallivan
Name (type ar printed)  Marsha L Sullivan  (Seal)
My commission expires:  OCT 15 2011
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ON BLIC DE LA CONTRACTION DE L

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