



201006300088  
Skagit County Auditor

6/30/2010 Page

1 of

7 1:56PM

**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 620016988*

### SHORT FORM OPEN-END DEED OF TRUST

**Trustor(s)** STEPHEN P MCINERNEY AND LINDA H MCINERNEY, HUSBAND AND WIFE, AS JOINT TENANTS

**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 WEST HALF OF LOT 5 AND ALL OF LOTS 6 AND 7, BLOCK 1 OF NORTHERN PACIFIC ADDITION TO THE ANACORTES, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT.

**Assessor's Property Tax Parcel or Account Number** P58136 + P3169<sup>6</sup> + P100889

**Reference Numbers of Documents Assigned or Released**

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



(page 1 of 3 pages)

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This instrument prepared by:  
Wells Fargo Bank, N.A.  
KATHLEEN L KUJALA, DOCUMENT PREPARATION  
1801 PARK VIEW DRIVE (MAC # N9  
SHOREVIEW, MINNESOTA 55126-5030  
866-656-9659

[Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20101464600009

Account number: 650-650-9790361-1XXX

### 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, 2010, together with all Riders to this document.
- (B) "Borrower" is STEPHEN P MCINERNEY AND LINDA H MCINERNEY, HUSBAND AND WIFE, AS JOINT TENANTS. 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, 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, TWO HUNDRED SEVENTY-NINE THOUSAND AND 00/100THS Dollars (U.S. \$279,000.00) plus interest. Borrower has

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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 July 25, 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 **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]

**THE WEST HALF OF LOT 5 AND ALL OF LOTS 6 AND 7, BLOCK 1 OF NORTHERN PACIFIC ADDITION TO THE ANACORTES, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT.**

which currently has the address  
of

**2510 OAKES AVE**

ANACORTES, Washington 98221-0000 ("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.

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**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 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.

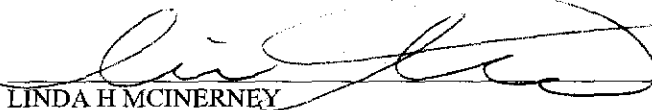
#### HOME ASSET MANAGEMENT<sup>SM</sup> ACCOUNT

The loan agreement referenced in the above definition of "Debt Instrument" includes any amendments to the Debt Instrument, including the Home Asset Management<sup>SM</sup> 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.

  
LINDA H MCINERNEY

-Borrower

  
LINDA H MCINERNEY, AS ATTORNEY IN FACT FOR STEPHEN P MCINERNEY -Borrower

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# ACKNOWLEDGEMENT

ATTACHED TO AND MADE A PART OF:

*deed of Trust*

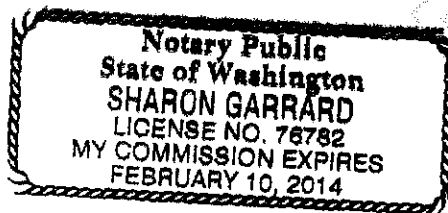
STATE OF Washington  
County of Island } SS:

On this 25th day of June, 2015, before me personally appeared  
Linda H McInerney, who executed the within instrument as

Attorney in Fact for Stephen P McInerney  
and acknowledged to me that she signed and sealed the same as her free and  
voluntary act and deed as attorney in fact for Stephen P McInerney  
for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the  
execution of this instrument has not been revoked and that said Stephen P McInerney

is now living, and is not incompetent.  
Given under my hand and official seal the day and year last above written.  
(Seal)

Sharon Garrard  
Notary Public in and for the State of Washington  
Residing at Oak Harbor  
My appointment expires: February 10, 2014



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**EXHIBIT "A"**  
Legal Description

For APN/Parcel ID(s): P58136, P31696 and P100889

For Tax Map ID(s): 3809-001-007-0008, 350123-0-002-1007 and 350114-0-005-0200

**PARCEL A:**

The West Half of Lot 5 and all of Lots 6 and 7, Block 1 of NORTHERN PACIFIC ADDITION TO ANACORTES, as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington.

Situated in Skagit County, Washington

**PARCEL B:**

That portion of the Burlington Northern Railroad right-of-way designated as Northern Pacific Railroad on the plat map of NORTHERN PACIFIC ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of Block 1 of said plat;

Thence North 21°36'44" West along the Westerly line of said Block 1, a distance of 163.00 feet to the Northwest corner of said Block 1;

Thence North 71°49'17" East along the Northerly line of said Block 1, a distance of 150.27 feet to the true point of beginning;

Thence North 21°36'44" West, a distance of 142.71 feet;

Thence North 71°17'58" East, a distance of 18.72 feet;

Thence North 63°12'42" East, a distance of 56.53 feet;

Thence South 21°36'44" East, a distance of 151.36 feet to a point on the Northerly line of said Block 1;

Thence South 71°49'17" West along the Northerly line of said Block 1, a distance of 75.14 feet to the true point of beginning.

ALSO that portion of the following described tract "RR" which lies between the Northwesterly extensions of the Southwesterly and Northeasterly lines of that certain tract of land conveyed to John N. Plancich, et ux, by that certain Quit Claim Deed recorded July 6, 1988, as Auditor's File No. 8807060065, records of Skagit County, Washington.

Situated in Skagit County, Washington

**TRACT "RR":**

Tracts 1 and 2, PLATE 7 ANACORTES TIDELANDS in Section 14, Township 35 North, Range 1 East of the Willamette Meridian, and all that part of Tract 1, Plate 7 in Section 23, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at the initial point of said Tract 1 of Section 23;

Thence West 305 feet;

Thence South 70°44' West 855 feet;

Thence South 23° East 112 feet;

Thence North 69°10' East 136 feet;

Thence North 70°53' East 533.5 feet;

Thence North 73°12' East 444 feet;

Thence North 17°45' East 32 feet to beginning.



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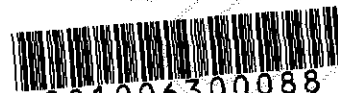
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**EXHIBIT "A"**  
Legal Description

EXCEPT and excluding from said Tracts 1 and 2, Plate 7, said Section 14, and said described portion of Tract 1, Plate 7, Section 23, and all that part thereof heretofore conveyed to the former Great Northern Railway Company, now Burlington Northern Railroad Company, and described as follows:

Commencing at the initial point of Tract 1, Plate 7, said Section 23;  
Thence South 17°45' West, 32 feet;  
Thence South 73°12' West 444 feet;  
Thence South 70°53' West, 533 5/10 feet;  
Thence South 69°10' West 136 feet;  
Thence North 22°, no minutes West, 40 feet;  
Thence Easterly in a direct line a distance of 970 feet to a point in Tract 1, Plate 7, Section 23, which point is 40 feet Northwesterly measured at right angles to the second course herein described;  
Thence Northeasterly in a direct line a distance of 200 feet, more or less, to a point which bears North 17°45' East, 66 feet from the initial point of Lot one, Tract 1, Section 23;  
Thence South 17°45' West, 66 feet to the place of beginning.

Situated in Skagit County, Washington



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