



201007150047
Skagit County Auditor

7/15/2010 Page 1 of 6 10:05AM

After recording, return recording
information to: 201006070570
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) THOMAS C. NELSON AND SHELLEY W. NELSON, 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 LOT 24, MCKENNA AND ELLIOTT 2ND ADD/BAY VIEW TOWN, PLATS V3, P19, PTN NW SW S29T35NR3E, DOC 00605080193 APN: P113131 APN: P111548, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT

Assessor's Property Tax Parcel or Account Number P113131

Reference Numbers of Documents Assigned or Released



After Recording Return To:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This instrument prepared by:
Wells Fargo Bank, N.A.
RENAE LINDSEY, DOCUMENT PREPARATION
1801 PARKVIEW DRIVE
SHOREWOOD, MINNESOTA 55126
866-537-8489

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20101487700029

Account number: 651-651-2917078-1XXX

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.

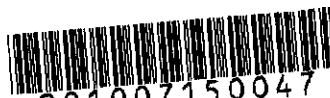
- (A) "Security Instrument" means this document, which is dated JUNE 28, 2010, together with all Riders to this document.
- (B) "Borrower" is THOMAS C. NELSON AND SHELLEY W. NELSON, HUSBAND AND WIFE. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A. Lender 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 JUNE 28, 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 to pay this

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

(page 2 of 5 pages)



Documents Processed 06-28-2010 08:50:08



201007150047
Skagit County Auditor

7/15/2010 Page

2 of

6 10:05AM

debt in Periodic Payments and to pay the debt in full not later than **seven (7) calendar days after July 28, 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]

**LOT 24, MCKENNA AND ELLIOTT 2ND ADD/BAY VIEW TOWN, PLATS V3, P19, PTN NW SW
S29T35NR3E, DOC 00605080193 APN: P113131 APN: P111548, MORE PARTICULARLY DESCRIBED
IN THE ATTACHED EXHIBIT**

which currently has the address
of

13393 RECTOR ROAD

MOUNT VERNON, Washington 98273 ("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

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1006v1 (11/15/2008)



(page 3 of 5 pages)

Documents Processed 06-28-2010, 08:50:08



201007150047
Skagit County Auditor


7/15/2010 Page 3 of 6 10:05AM

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.


THOMAS C NELSON

-Borrower


SHELLEY W NELSON

-Borrower

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



(page 4 of 5 pages)

Documents Processed 06-28-2010, 08:50:08



201007150047
Skagit County Auditor

For An Individual Acting In His/Her Own Right:

State of WASHINGTON

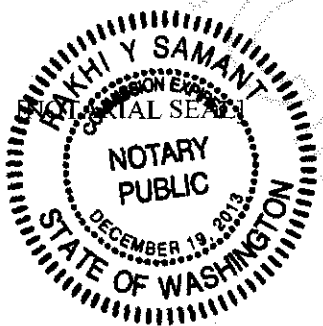
County of SKAGIT

On this day personally appeared before me

THOMAS C NELSON AND SHELLEY W NELSON
(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 28th day of JUNE, 20 10.

Witness my hand and notarial seal on this the 28th day of JUNE, 2010



Signature Rakhi Y Samant

Print Name: R Y SAMANT

Notary Public

My commission expires: DECEMBER 19, 2013

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1006v1 (11/15/2008)



(page 5 of 5 pages)

Documents Processed 06-28-2010, 08:50:08



201007150047
Skagit County Auditor

EXHIBIT A

Reference: 20101487700029

Account: 651-651-2917078-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: PARCEL A: LOT 24, PLAT OF MCKENNA AND ELLIOTT THE SECOND ADDITION TO THE TOWN OF BAY VIEW, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE NORTH 70 FEET THEREOF. SITUATED IN SKAGIT COUNTY, WASHINGTON PARCEL B: THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTH OF LOT 24, PLAT OF MCKENNA AND ELLIOTT THE SECOND ADDITION TO THE TOWN OF BAY VIEW, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON AND WEST OF THE EAST LINE OF SAID TRACT; TOGETHER WITH THE NORTH 70 FEET OF LOT 24, PLAT OF MCKENNA AND ELLIOTT THE SECOND ADDITION TO THE TOWN OF BAY VIEW, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON ABBREVIATED LEGAL DESCRIPTION: LOT 24, MCKENNA AND ELLIOTT 2ND ADD/BAY VIEW TOWN, PLATS V3, P19, PTN NW SW S29T35NR3E, DOC 200605080193 APN: P113131 APN: P111548



201007150047
Skagit County Auditor

7/15/2010 Page

6 of

6 10:05AM

Exhibit A, CDP.V1 07/2004



Documents Processed 06-28-2010, 08:50:08