

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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LAND TITLE OF SKAGIT COUNTY

136820-SA

05-00 137-10

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

**Trustor(s) YIH-MIN JAN AND CHUNG-HUA JAN, 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 LOTS 17-19, GIBRALTER ANNEX, TGW TIDELANDS (2ND CLASS). MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A**

**Assessor's Property Tax Parcel or Account Number P73629**

*Page 6*

**Reference Numbers of Documents Assigned or Released**

**THIS DEED OF TRUST IS SECOND AND SUBORDINATE TO THAT CERTAIN DEED OF TRUST DATED AUGUST 2, 2010, AND RECORDED UNDER AUDITOR FILE NO 201008040\0\**



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This instrument prepared by:  
Wells Fargo Bank, N.A.  
STACY LEUCHS, 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 #: 20101724900011

Account number: 650-650-9851908-1XXX

### 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 02, 2010, together with all Riders to this document.
- (B) "Borrower" is YIH-MIN JAN AND CHUNG-HUA JAN, 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 AUGUST 02, 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 TWENTY THOUSAND FIVE HUNDRED AND 00/100THS Dollars (U.S. \$220,500.00) plus

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

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interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than **seven (7) calendar days after September 02, 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]:

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]

**LOTS 17-19, GIBRALTER ANNEX, TGW TIDELANDS (2ND CLASS), MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A**

which currently has the address **14429 JURA LANE**  
of \_\_\_\_\_  
[City] \_\_\_\_\_, 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.

**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.

**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.

*Chien-En Ann Jan Boustead as attorney in fact for Yih-Min Jan*  
CH IEN-EN ANN JAN BOUSTEAD AS ATTORNEY IN FACT FOR YIH-MIN JAN -Borrower

*Chien-En Ann Jan Boustead as attorney in fact for Chung-Hua Jan*  
CH IEN-EN ANN JAN BOUSTEAD AS ATTORNEY IN FACT FOR CHUNG-HUA JAN -Borrower

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**ACKNOWLEDGEMENT**

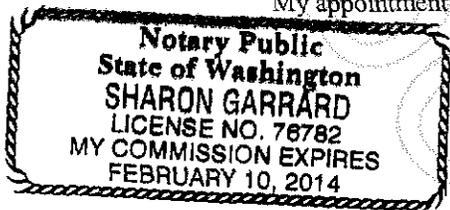
ATTACHED TO AND MADE A PART OF: Trust of Trust

STATE OF Washington }  
County of Island } SS:

On this 2nd day of August, 2010, before me personally appeared Chien-En Ann Jan Boustead, who executed the within instrument as Attorney in Fact for Yih-Min Jan and Chung Hua Jan and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed as attorney in fact for Yih-Min Jan and Chung-Hua Jan 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 Yih-Min Jan and Chung-Hua Jan is now living, and is not incompetent.  
Given under my hand and official seal the day and year last above written.

(Seal)

Sharon Garrard  
\_\_\_\_\_  
**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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DESCRIPTION:

Lots 17, 18 and 19, "GIBRALTER ANNEX", as per plat recorded in Volume 7 of Plats, page 9 and 9½, records of Skagit County, Washington.

TOGETHER WITH tidelands of the second class as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon said premises and lying North of the South lien of said Tract 19 extended East, except that portion of tidelands, if any, lying within the boundaries of an oyster land tract as described in deed recorded March 13, 1953, under Auditor's File No. 485914, in Volume 255 of Deeds, page 53.

Situate in the County of Skagit, State of Washington.



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