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American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010



201106230023
Skagit County Auditor

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SHORT FORM OPEN-END DEED OF TRUST

**Trustor(s) GWENDOLYN G. BERTHIEZ TRUST DATED OCTOBER 10, 1989 AND
WILLIAM F. BERTHIEZ A NON-VESTED SPOUSE**

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: PLAT OF SKYLINE DIV NO. 12,
PHASE I, LT 11., MORE PARTICULARLY DESCRIBED IN THE ATTACHED
EXHIBIT A**

Assessor's Property Tax Parcel or Account Number P81225

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.
KRIS SMITH, DOCUMENT PREPARATION
11601 N. BLACK CANYON HWY
PHOENIX, ARIZONA 85029
866-537-8489

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20111177800071

Account number: 682-682-0422126-1XXX

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 02, 2011, together with all Riders to this document.

(B) "Borrower" is GWENDOLYN G. BERTHIEZ TRUST DATED OCTOBER 10, 1989 AND WILLIAM F. BERTHIEZ A NON-VESTED SPOUSE. 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 02, 2011. 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

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THOUSAND AND 00/100THS Dollars (U.S. **\$100,000.00**) plus 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 July 02, 2051**.

(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

X 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]

ABBREVIATED LEGAL: PLAT OF SKYLINE DIV NO. 12, PHASE I, LT 11., MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A

which currently has the address **4207 BRYCE DRIVE**
of _____
_____ [Street]
ANACORTES, Washington **98221** ("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.

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.

Gwendolyn G. Berthiez Trustee of the *Gwendolyn G. Berthiez Trust*
GWENDOLYN G. BERTHIEZ, TRUSTEE OF THE GWENDOLYN G. BERTHIEZ TRUST
DATED OCTOBER 10, 1989 *dated October 10, 1989* -Borrower

William F. Berthiez
WILLIAM F. BERTHIEZ -Borrower



For An Individual Acting In His/Her Own Right:

State of WASHINGTON

County of SKAGIT

On this day personally appeared before me

WILLIAM F BERTHEZ (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 day of JUNE, 20 11.

Witness my hand and notarial seal on this the 2 day of JUNE, 2011

Signature 

[NOTARIAL SEAL]

JAVAD ESFANDIARY
Print Name:

Notary Public

Notary Public
State of Washington
Javad Evan Esfandiary
Commission Expires 06/08/2014

My commission expires: 6/8/2014

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For An Individual Trustee Borrower:

State of WASHINGTON

County of SKAGIT

On this day personally appeared before me
GWENDOLYN G BERTHIEZ, ~~FRG~~ ^(E) (here insert the name of

grantor or grantors) to me known to be the Trustee for the Trust known as
THE GWENDOLYN G BERTHIEZ TRUST Dated 10/10/89 and who executed the
within and foregoing instrument in his or her capacity as Trustee for the said trust, and that he was
authorized to do so in the trust instrument pursuant to which the said Trust was created, 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 day of
JUNE, 20 11. (Signature of officer and official seal below)

Witness my hand and notarial seal on this the 2 day of JUNE, 2011

Signature [Handwritten Signature]

Print Name: JAVAD ESFANDIARY
Notary Public

[NOTARIAL SEAL]

Notary Public
State of Washington
Javad Evan Esfandiary
Commission Expires 06/08/2014

My commission expires: 6/8/2014

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EXHIBIT A

Reference: 20111177800071

Account: 682-682-0422126-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 11, "PLAT OF SKYLINE DIV, 12 PHASE I" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 44 AND 45, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: PLAT OF SKYLINE DIV NO. 12, PHASE I, LT 11.

Exhibit A, CDP.V1 07/2004



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Reference: 20111177800071
Account: 682-682-0422126-1998

Wells Fargo Bank, N.A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on JUNE 02, 2011 is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from GWENDOLYN G. BERTHIEZ And WILLIAM F. BERTHIEZ (individually and collectively referred to as the "Debtor") to Wells Fargo Bank, N.A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

4207 BRYCE DRIVE, ANACORTES, WASHINGTON 98221
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

With respect to the GWENDOLYN G. BERTHIEZ TRUST (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender. Consequently, references in the Security Instrument to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Debt Instrument shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.

By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this Third Party Rider.

Gwendolyn G. Berthiez, Trustee of the Gwendolyn G. Berthiez Trust
GWENDOLYN G. BERTHIEZ, TRUSTEE OF THE GWENDOLYN G. BERTHIEZ TRUST
DATED OCTOBER 10, 1989 *dated October 10, 1989*

Attach this Rider to the Security Instrument before Recording

