

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



201203190227  
Skagit County Auditor

3/19/2012 Page 1 of 5 1:24PM

This instrument prepared by:  
Wells Fargo Bank, N.A.  
RUSSELL R RODRIGUEZ, DOCUMENT PREPARATION  
11601 N. Black Canyon Hwy  
Phoenix, ARIZONA 85029  
800-580-2195

This Deed of Trust is second and subordinate to that first Deed of Trust dated March 14, 2012, in the amount of \$190,845.00, in favor of Wells Fargo Bank, N.A., recorded concurrently herewith.

[Space Above This Line For Recording Data]

Chicago Title 620014839

Abbreviated Legal Description: Lot 16, PARK RIDGE DIVISION II, Full legal  
Tax Parcel No. P105897 on pg 6

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

**ACCOMMODATION RECORDING**

REFERENCE #: 20120174800007

Account number: 682-682-0806544-1XXX

**DEFINITIONS**

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

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 MARCH 14, 2012, together with all Riders to this document.
- (B) "Borrower" is MATTHEW J O'BRYAN AND MEGAN S O'BRYAN, 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 MARCH 14, 2012. 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: SIXTEEN THOUSAND ONE HUNDRED FIFTY-FIVE AND 00/100THS Dollars (U.S. \$16,155.00) plus interest.

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

(page 2 of 5 pages)



Documents Processed 03-14-2012, 14:32:16

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 April 14, 2037.**

(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 16, PARK RIDGE DIVISION II, ACOORDING TO THE PLAT THEREOF RECORDED IN VOLUME E 15 OF PLATS, PAGES 187 AND 188, RECORDS OF SKAGIT COUNTY, WASHINGTON**

which currently has the address  
of

**3808 CARPENTER ST**

MOUNT VERNON, Washington 98274-0000 ("Property Address"):  
[City] [Street] [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 03-14-2012, 14:32:16



201203190227  
Skagit County Auditor


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.

  
MATTHEW J O'BRYAN -Borrower

  
MEGAN S O'BRYAN -Borrower

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



(page 4 of 5 pages)

Documents Processed 03-14-2012, 14:32:16



201203190227  
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

Matthew J. O'Bryan and Megan S. O'Bryan  
(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 14<sup>th</sup> day of March, 20 12.

Witness my hand and notarial seal on this the 14<sup>th</sup> day of March, 2012

Marcia J. Jennings  
Signature

Marcia J. Jennings

Print Name: \_\_\_\_\_

Notary Public

[NOTARIAL SEAL]



My commission expires: 10/5/2012

WASHINGTON – SHORT FORM OPEN-END SECURITY INSTRUMENT

HCWF#1006v1 (11/15/2008)



(page 5 of 5 pages)

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201203190227  
Skagit County Auditor

## EXHIBIT A

Reference: 20120174800007

Account: 682-682-0806544-1998

### Legal Description:

**SEE EXHIBIT A**

Order No.: 620014839

**For APN/Parcel ID(s): P105897 and 4634-000-016-0005**

Lot 16, PARK RIDGE DIVISION II, according to the plat thereof recorded in Volume 15 of Plats, pages 187 and 188, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Exhibit A, CDP.V1 07/2004



1/1

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201203190227  
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