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6 11:44AM

After recording, return recording information to:

American Title, Inc.
PO Box 641010

Omaha, NE 68164-1010

## SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) SETH K. WYMAN AND TORI A. WYMAN, WHO ACQUIRED TITLE AS TORI A. ZINDA, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

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: SP 94-012 LT N2 AF #9412140072, "MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A."

Assessor's Property Tax Parcel or Account Number P109077

Reference Numbers of Documents Assigned or Released

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

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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.
MYRA COLE, DOCUMENT PREPARATION
8740 Research Dr.
Charlotte, NORTH CAROLINA 28262
877-473-5616

[Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20120727500042

Account number: 682-682-0866369-1XXX

### **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 APRIL 24, 2012, together with all Riders to this document.
- (B) "Borrower" is <u>SETH K. WYMAN AND TORI A. WYMAN, WHO ACQUIRED TITLE AS TORI A.</u>
  <u>ZINDA, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP</u>. 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 APRIL 24, 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, FIFTY

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THOUSAND AND 00/100THS Dollars (U.S. \$50,000.00) 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 May 24, 2042.

- (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 <u>June 14, 2007</u>, and recorded on <u>July 12, 2007</u>, as Auditor's File Number <u>200707120063</u> in Book <u>n/a</u> at Page <u>n/a</u> of the Official Records in the Office of the Auditor of <u>Skagit</u> 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

	of	<b>\</b> \	Skagit	
[Type of Recording Jurisdiction]	Name	of Recording	g Jurisdiction]	

# ABBREVIATED LEGAL: SP 94-012 LT N2 AF #9412140072, "MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A."

which currently has the address ofBOW	5024 ROBINWOOD LANE		
	, Washington	[Street] 98232 ("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.

SETH K. WYMAN

-Borrower

TOPLA WVNAN

-Borrower

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2	•
For An Individual Acting In His/Her Own Rig State of WHSH W	ht: -
County of SKAG1T	
On this day personally appeared before me	h Wuman
grantor or grantors) to me known to be the ind	(here insert the name of ividual, or individuals described in and who executed the
within and foregoing instrument, and acknowled	edged that he (she or they) signed the same as his (her or
hand and official seal this day of	uses and purposes therein mentioned. Given under my
Witness my hand and notarial seal on this the	Hay of Holy Duly
	Thane O Museloga
- Minimisty (	Signature
	Tracie N Anderson
A STATE OF THE STA	Print Name: Notary Public
NOTARY Z	/
Eg PUBLIC _ = V	
OF WASHING	
Manney W.	
18/10	
My commission expires:	
- / /	

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### **EXHIBIT A**

Reference: 20120727500042 Account: 682-682-0866369-1998

## Legal Description:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF BOW, AND DESCRIBED AS FOLLOWS:LOT N2, SKAGIT COUNTY SHORT PLAT NO. 94-012, APPROVED DECEMBER 12, 1994, RECORDED DECEMBER 14, 1994, IN VOLUME 11 OF SHORT PLATS, PAGE 156, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF TRACT N AS SHOWN ON THE SURVEY RECORDED IN BOOK 12 OF SURVEYS, PAGES 99 THROUGH 100, UNDER AUDITOR'S FILE NO. 9202130038, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, AND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN.ABBREVIATED LEGAL: SP 94-012 LT N2 AF #9412140072.



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