



201208070053

Skagit County Auditor

8/7/2012 Page 1 of 10 10:48AM

After recording, return recording information to:

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

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

201206041081C

**Trustor(s) DENNIS PROCTOR AND PEGGY PROCTOR, 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(S): TRACT B SKAGIT COUNTY SHORT PLAT NO. 41-75 AND PTN GL6 01-34-04 TAX ACCOUNT NO.: P23372 AND 340401-0-078-0028 MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT "A" on page 6**

**Assessor's Property Tax Parcel or Account Number P23372 AND 340401-0-078-0028**

**Reference Numbers of Documents Assigned or Released**

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



(page 1 of 5 pages)

Documents Processed 07-18-2012, 07:08:39

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.  
SALLY HANES, DOCUMENT PREPARATION  
1 Home Campus  
Des Moines, IOWA 50328  
866-537-8489

[Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20121327800054

Account number: 682-682-0946907-1XXX

### 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 JULY 20, 2012, together with all Riders to this document.
- (B) "Borrower" is DENNIS PROCTOR AND PEGGY PROCTOR, 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 JULY 20, 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, SEVENTY THOUSAND AND 00/100THS Dollars (U.S. \$70,000.00) plus interest. Borrower has promised to pay this debt

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

(page 2 of 5 pages)



Documents Processed 07-18-2012, 07:08:39



201208070053  
Skagit County Auditor

in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after August 20, 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]:

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]

LOT(S): TRACT B SKAGIT COUNTY SHORT PLAT NO. 41-75 AND PTN GL6 01-34-04 TAX ACCOUNT NO.: P23372 AND 340401-0-078-0028 MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT

which currently has the address of 12362 NORTH FRONT ST.  
\_\_\_\_\_  
[Street] CLEARLAKE, Washington 98235 ("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 3 pages)



Documents Processed 07-18-2012, 07:08:39



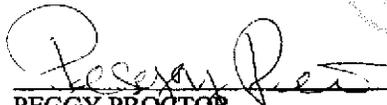
201208070053  
Skagit County Auditor

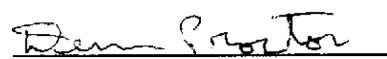
the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of 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.

  
\_\_\_\_\_  
PEGGY PROCTOR -Borrower

  
\_\_\_\_\_  
DENNIS C PROCTOR -Borrower

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



(page 4 of 5 pages)

Documents Processed 07-18-2012, 07:08:39



201208070053  
Skagit County Auditor

For An Individual Acting In His/Her Own Right:

State of Montana  
County of Beaverhead

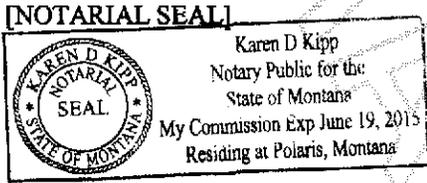
On this day personally appeared before me  
Peggy Proctor and Dennis Proctor  
(here insert the name of

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 20 day of July, 20 2012

Witness my hand and notarial seal on this the 20<sup>th</sup> day of July, 2012

Karen D. Kipp  
Signature

Karen D. Kipp  
Print Name: \_\_\_\_\_  
Notary Public



My commission expires: 6/19/2015



**EXHIBIT A**

Reference: 20121327800054

Account: 682-682-0946907-1998

**Legal Description:**

**PARCEL 1:TRACT B, SKAGIT COUNTY SHORT PLAT NO. 41-75, APPROVED SEPTEMBER 23, 1975, AND RECORDED SEPTEMBER 30, 1975, IN VOLUME 1 OF SHORT PLATS, PAGE 66, UNDER AUDITOR'S FILE NO. 824201, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF GOVERNMENT LOT 6, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN. PARCEL 2: THAT PORTION OF THE EAST 50 FEET OF THE REAL ESTATE DESCRIBED AS TRACT X BELOW LYING BETWEEN THE NORTH AND SOUTH BOUNDARIES OF TRACT B, SKAGIT COUNTY SHORT PLAT NO. 41-75, APPROVED SEPTEMBER 23, 1975, AND RECORDED SEPTEMBER 30, 1975, IN VOLUME 1 OF SHORT PLATS, PAGE 66, UNDER AUDITOR'S FILE NO. 824201, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF GOVERNMENT LOT 6, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, EXTENDED WESTERLY 50 FEET, MORE OR LESS, TO THE CENTERLINE OF THE REAL ESTATE DESCRIBED BELOW AS TRACT X; TRACT X: THAT PORTION OF GOVERNMENT LOTS 2 AND 6, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER, AND OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: A STRIP OF LAND 100.00 FEET IN WIDTH AS CONVEYED TO THE SEATTLE, LAKE SHORE AND EASTERN RAILWAY COMPANY BY INSTRUMENTS RECORDED IN VOLUME 10 OF DEEDS, PAGE 32, ON JANUARY 22, 1890, AND RECORDED IN VOLUME 11 OF DEEDS, PAGE 427, ON MAY 12, 1890, AND AS CONVEYED TO THE S. AND I. RAILWAY COMPANY BY INSTRUMENT RECORDED IN VOLUME 37, PAGE 227, ON MARCH 21, 1899, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT ANY PORTION CONVEYED TO ROBERT L. MUMFORD BY INSTRUMENT RECORDED IN VOLUME 532 OF DEEDS, PAGE 70, UNDER AUDITOR'S FILE NO. 8309290021 RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: ALTA 22-06, ALTA 8.1 AND ALTA 9-06 ENDORSEMENTS WILL ISSUE WITH THE FORTHCOMING LENDERS POLICY.**

Exhibit A, CDP.V1 07/2004



6

1/1

Documents Processed 07-18-2012, 07:08:39



201208070053  
Skagit County Auditor

8/7/2012 Page

6 of

10 10:48AM

~~June 19~~ JULY 20, 20 12  
Date

Place of Recording

Record & Return by  Mail  Pickup

WELLS FARGO BANK N.A.  
Name

1 HOME CAMPUS, X2303-01P  
Address 1

DES MOINES, IA 50328  
Address 2

Tax Parcel No. P23372

Legal Description is at page 6

Lot Block Plat or Section

Township Range Quarter/Quarter Section

This Instrument Prepared By:

Leanne Young  
Preparer's Name

Preparer's Title  
2801 4th Ave S

Preparer's Address 1  
Minneapolis, Minnesota 55408

Preparer's Address 2  
612-312-5294

Preparer's Telephone Number

Preparer's Signature

WELLS FARGO BANK N.A.

Lender's Name  
1 HOME CAMPUS, X2303-01P

Lender's Address 1  
DES MOINES, IA 50328

Lender's Address 2 AND PEGGY PROCTOR  
DENNIS PROCTOR

Borrower's Name  
12362 N FRONT ST

Borrower's Address 1  
CLEARLAKE, WA 98235

Borrower's Address 2

**MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT**

This Manufactured Home Rider to Security Instrument ("Rider") is made JULY 20, 2012, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, Credit Line deed of Trust, or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

WELLS FARGO HOME MORTGAGE ("Lender") of  
the same date ("Note") and covering the Property described in the Security Instrument and located at:

12362 N FRONT ST, CLEARLAKE, WA 98235

Page 1 of 4

Manufactured Home Rider to Security Instrument  
©McGlinchey Stafford PLLC All Rights Reserved

Rev. 06/30/07



201208070053  
Skagit County Auditor

(Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

1. **Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
2. **Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.

3. **Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

USED	1989	Skyline	NA	06910938YAB	x
New/Used	Year	Manufacturer's Name	Model Name or Model No.	Serial No	Length x Width

4. **Affixation.** Borrower covenants and agrees:

- (a) to affix the Manufactured Home to a permanent foundation on the Property;
- (b) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;
- (c) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
- (d) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property; and
- (e) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.

5. **Charges; Liens.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read:

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.

6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read:

Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance sufficient to cover the replacement cost of the Manufactured Home.

7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.

Page 2 of 4

Manufactured Home Rider to Security Instrument  
©McGlinchey Stafford PLLC All Rights Reserved

8

Rev. 08/30/07



201208070053  
Skagit County Auditor

8. **Additional Events of Default.** Borrower will be in default under the Security Instrument:
- (a) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;
  - (b) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
  - (c) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.
9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.
10. **Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
- (a) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercise these rights.
  - (b) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.
  - (c) In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the real and Personal Property Collateral may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property Collateral or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property Collateral afforded to

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

Dennis Proctor  
 [type Borrower's name]  
 DENNIS PROCTOR

Peggy Proctor  
 PEGGY PROCTOR

By: \_\_\_\_\_ (seal)

\_\_\_\_\_  
 [type signatory's name]



Its: \_\_\_\_\_  
[authorized officer]

STATE OF Montana )

COUNTY OF Beaverhead ) ss.:

On the 20th day of July in the year 2012

before me, the undersigned, a Notary Public in and for said State, personally appeared  
Peggy Proctor and Dennis Proctor

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Karen D. Kipp  
Notary Signature

Karen D Kipp  
Notary Printed Name

Notary Public; State of Montana

Qualified in the County of Beaverhead

My commission expires: 6/19/2015

Official Seal:

