



201212140146
Skagit County Auditor

12/14/2012 Page 1 of 6 3:18PM

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

0500242-12

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) TERRILL G HAYES AND LAUREEN G HAYES, HUSBAND AND WIFE

Trustee(s) Wells Fargo Financial National Bank

GUARDIAN NORTHWEST TITLE CO.

104639-2

Beneficiary Wells Fargo Bank, N.A. 101 North Phillips Avenue, Sioux Falls, SD 57104

Legal Description PTN. OF BLOCKS 23, 24, 25, 26 & 27, TOWN OF MONTBORNE, SKAGIT COUNTY, WASHINGTON (AKA TRACT K OF SURVEY 9308180056) MORE PARTICULARLY DESCRIBED IN THE ATTACHE D EXHIBIT A

Assessor's Property Tax Parcel or Account Number P103874

4135-027-018-040A

Reference Numbers of Documents Assigned or Released

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This instrument prepared by:
Wells Fargo Bank, N.A.
STACY V LEUCHS
DOCUMENT PREPARATION
11601 N. Black Canyon Hwy
Phoenix, AZ, 85029
800-580-2195

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SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20122784600017

ACCOUNT #: 682-682-1166697-1xxx

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 December 03, 2012, together with all Riders to this document.

(B) "Borrower" is TERRILL G HAYES AND LAUREEN G HAYES, 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.

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated December 03, 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, TWENTY FIVE THOUSAND AND 00/100THS Dollars (U.S. \$25,000.00) 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 January 03, 2043.

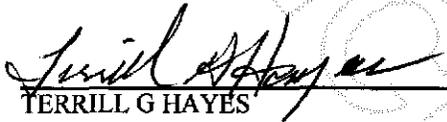


BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally 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.


TERRILL G HAYES

- Borrower


LAUREEN G HAYES

- Borrower



For An Individual Acting In His/Her Own Right:

State of Washington

County of Island

On this day personally appeared before me

Terrel J. Hayes & Lauren H. Hayes
(here insert the name of grantor or grantors)

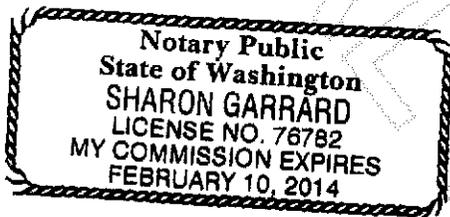
to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 7th day of December, 2012.

Witness my hand and notarial seal on this the 7th day of Dec, 2012

Sharon Garrard
Signature

[NOTARIAL SEAL]

Sharon Garrard
Print Name: Sh.
Notary Public



My commission expires: 2-10-2014



Schedule "C"
Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Tract K of that certain Record of Survey entitled "MONTBORNE HEIGHTS (Revised)", recorded August 18, 1993, in Book 14 of Surveys, pages 165 and 166, under Auditor's File No. 9308180056; and being a portion of Lots 1 through 17, inclusive, Block 23; all of Block 24; Lots 1 through 11, inclusive, Block 25; Lots 1 through 18, inclusive, Block 26; and all of Block 27, all in "PLAT OF THE TOWN OF MONTBORNE, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington.

TOGETHER WITH those portions of vacated street and alley adjacent to said Lots and Blocks which have reverted to said premises by operation of law.

TOGETHER WITH a non-exclusive easement for ingress and egress over those portion of Tract I through N and S through Z delineated as "Private Road Easement" on the face of said survey entitled "MONTBORNE HEIGHTS (Revised)"

AND ALSO TOGETHER an easement for utilities over that certain 7 foot adjacent to the Southerly line of said "Private Road Easement". Excepting therefrom, those portions lying within the main tract above described.

ALSO TOGETHER WITH that certain utility easement 10 feet in width and delineated as "10 foot utility easement to Lot K" as shown on the face of said survey.



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