After recording, return recording information to: 201309271738 B
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010



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# SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) RODNEY M. HENDRICKS AND MOLLY E. HENDRICKS, HUSBAND AND WIFE

Trustee(s) Wells Fargo Financial National Bank

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

Legal Description THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF. ABBREVIATED LEGAL: LOTS 12-16, BLK 36; LOTS 12-16, BLK 37; PTN LOTS 12.

Assessor's Property Tax Parcel or Account Number P73541, P73549, P73546, P20424

Reference Numbers of Documents Assigned or Released

After recording, return recording information to:20130927173813 American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

This instrument prepared by: Wells Fargo Bank, N.A. WILHELMINA CAMARA DOCUMENT PREPARATION 85 Cleaveland Road, 2nd Fir Pleasant Hill, CA, 94523 800-400-3339

## [Space Above This Line For Recording Data]

### SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20132626900013

ACCOUNT #: 117-117-0763322-1xxx

#### **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 October 30, 2013, together with all Riders to this document.
- **(B)** "Borrower" is <u>RODNEY M. HENDRICKS AND MOLLY E. HENDRICKS</u>, <u>HUSBAND AND WIFE</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.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated October 30, 2013. 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, FIVE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$500,000.00) 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 November 30, 2043.

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- (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 [mark 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

County of Skagit
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF. ABBREVIATED LEGAL: LOTS 12-16, BLK 36; LOTS 12-16, BLK 37; PTN LOTS 12.

which currently has the address of

14809 GIBRALTER ROAD

ANACORTES [Street] 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.

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT WA107006, HCWF#1006v1 (08/18/2012) WA-107006-0312

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BORROWER COVENANTS that Borrower is lawfully seised 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.

RODNEY M HENDRICKS

- Borrower

MOLLY E. HENDRICKS

- Borrower



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94).		
For An Individual Acting In His/Her Own Right:	ı	
State of WASHINGTON	,	
County of KINE		
On this day personally appeared before me		
RODUFIA M. HENDETCKS	AND M	INITE F. HENDPILKS
		(here insert the name of grantor or grantors)
to me known to be the individual, or individuals	described in an	nd who executed the within and foregoing
instrument, and acknowledged that he (she or the		
and deed, for the uses and purposes therein ment	ioned. Given u	nder my hand and official seal this 4 day
of November, 2013		
Witness my hand and notarial seal on this the	day of No	WEMBER. 2013
	<u> </u>	
		Miller
Manual Pro-	Signature	
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My commission expires: 10-29.2019		

WASHINGTON – SHORT FORM OPEN-END SECURITY INSTRUMENT WA107006, HCWF#1006v1 (08/18/2012) WA-107006-0312

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THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

LOTS 12 TO 16, INCLUSIVE, BLOCK 36 AND LOTS 12 TO 16, INCLUSIVE, BLOCK 37 AND THAT PORTION OF LOTS 12 TO 16, INCLUSIVE, BLOCK 39, LYING SOUTHERLY OF THAT CERTAIN 60 FOOT STRIP OF LAND CONVEYED TO SKAGIT COUNTY BY DEED RECORDED JULY 16, 1946, UNDER AUDITORS FILE NO. 394003, ALL IN "PLAT OF THE TOWNSITE OF GIBRALTER SKAGIT CO., WASHINGTON, U.S.A.", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGES 19 AND 20, RECORDS OF SKAGIT COUNTY, WASHINGTON.

BEGINNING AT A POINT ON THE MEANDER LINE IN SECTION 17, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., WHERE SAME IS INTERSECTED BY THE EAST LINE OF LOT 12, BLOCK 36, "PLAT OF THE TOWNSITE OF GIBRALTER, SKAGIT CO., WASHINGTON, U.S.A.", THENCE SOUTHWESTERLY ALONG SAID MEANDER LINE TO A

POINT WHERE THE SAME IS INTERSECTED BY THE CENTERLINE OF ORCAS STREET OF SAID PLAT.

EXCEPT ANY PORTIONS OF LOTS 12 TO 16, INCLUSIVE, BLOCK 36, SAID PLAT OF TOWNSITE OF GIBRALTER, LYING OUTSIDE THE MEANDER LINE OR THE LINE ORDINARY HIGH TIDE, WHICHEVER IS FARTHER OUT.

ABBREVIATED LEGAL: LOTS 12-16, BLK 36: LOTS 12-16, BLK 37; PTN LOTS 12.



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