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Skagit County Auditor

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9 10:02AM

After Recording Return To:

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) RICHARD SEAY AND JUDITH SEAY, TRUSTEES OF THE SEAY
TRUST DATED SEPT 20, 2000**

Trustee(s) Wells Fargo Financial National Bank

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

**Legal Description "ABBREVIATED LEGAL: LOT 23 AND PTN LOT 22, THE
POINTE DIV. NO. 3, MORE PARTICULARLY DESCRIBED IN THE ATTACHED
EXHIBIT A."**

Assessor's Property Tax Parcel or Account Number P95590

Reference Numbers of Documents Assigned or Released

201309191581-AT1#

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.
KIMBERLY DAWN DUDLEY
DOCUMENT PREPARATION
7711 PLANTATION RD
ROANOKE, VA, 24019
866-537-8489

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20132537600107

ACCOUNT #: 682-682-1733192-1xxx

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 RICHARD SEAY AND JUDITH SEAY, TRUSTEES OF THE SEAY TRUST DATED SEPT 20, 2000. 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, TWO HUNDRED TWENTY THOUSAND AND 00/100THS Dollars (U.S. \$220,000.00) 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

X 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]

"ABBREVIATED LEGAL: LOT 23 AND PTN LOT 22, THE POINTE DIV. NO. 3, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A."

which currently has the address of

_____ 4085 ISLANDER WAY _____
[Street]
ANACORTES _____, Washington 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

(page 3 of 6 pages)
Documents Processed 10-30-2013 09:13:07



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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.

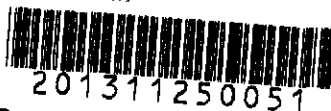
MASTER FORM DEED OF TRUST

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.

Richard Seay, TRUSTEE OF THE SEAY TRUST, DATED SEPTEMBER 20, 2000
RICHARD SEAY, TRUSTEE OF THE SEAY TRUST, DATED SEPTEMBER 20, 2000 - Borrower

Judith Seay Trustee of the Seay Trust, dated September 20, 2000
JUDITH SEAY, TRUSTEE OF THE SEAY TRUST, DATED SEPTEMBER 20, 2000 - Borrower



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For An Individual Acting In His/Her Own Right:

State of WASHINGTON

County of SKAGIT

On this day personally appeared before me

RICHARD SEAY, ~~JUDITH SEAY~~ JUDITH SEAY

(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 30th day of OCTOBER, 2013.

Witness my hand and notarial seal on this the 30th day of OCTOBER 2013

Robin Moore

Signature

[NOTARIAL SEAL]



ROBIN MOORE
Print Name: ROBIN MOORE
Notary Public

My commission expires: 05-21-2017



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For An Individual Trustee Borrower:

State of WA

County of SKAGIT

On this day personally appeared before me

Richard Seay and Judith Seay

(here insert the name of grantor or grantors)

to me known to be the Trustee for the Trust known as

SEAY TRUST DATED September 20th, 2000 and who executed the within and foregoing instrument in his or her capacity as Trustee for the said trust, and that he was authorized to do so in the trust instrument pursuant to which the said Trust was created, 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 30th day of OCTOBER, 20 13. (Signature of officer and official seal below)

Witness my hand and notarial seal on this the 30th day of OCTOBER, 20 13

Robin Moore

Signature

Robin Moore

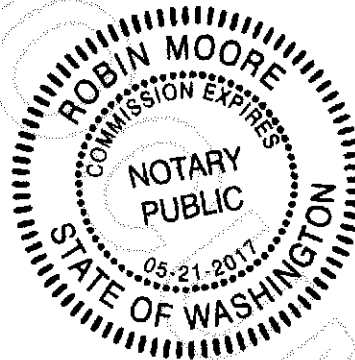
Print Name: ROBIN MOORE

Notary Public

[NOTARIAL SEAL]



My commission expires 05-21-2017



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EXHIBIT A

Reference: 20132537600107

Account: 682-682-1733192-1xxx

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, TOGETHER WITH ALL AFTER ACQUIRED TITLE OF THE GRANTOR(S) THEREIN: LOT 22 AND 23, THE POINTE DIV, NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGES 151 THROUGH 153, RECORDS OF SKAGIT COUNTY, WASHINGTON, SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD AND THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, TOGETHER WITH ALL AFTER ACQUIRED TITLE OF THE GRANTOR(S) HEREIN: THAT PORTION OF LOT 22, THE POINTE DIV. NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGES 151 THROUGH 153, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 22; THENCE SOUTH 38 DEGREES 02 MINUTES 27 SECONDS WEST, ALONG THE LINE COMMON TO LOTS 22 AND 23 OF SAID PLAT, A DISTANCE OF 185.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 22; THENCE SOUTH 79 DEGREES 09 MINUTES 30 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 22, A DISTANCE OF 72.65 FEET TO AN ANGLE POINT THEREON; THENCE NORTH 38 DEGREES 31 MINUTES 20 SECONDS EAST A DISTANCE OF 58.43 FEET; THENCE NORTH 03 DEGREES 09 MINUTES 13 SECONDS EAST A DISTANCE OF 113.83 FEET TO THE POINT OF BEGINNING; SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, PROVISIONS, COVENANTS AND CONDITIONS OF RECORD. CONTAINING 7,902 SQUARE FEET, MORE OR LESS. ABBREVIATED LEGAL: LOT 23 AND PTN LOT 22, THE POINTE DIV. NO. 3



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Reference Number: 20132537600107
Account Number: 682-682-1733192-1998

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on October 30, 2013 is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned Trustee(s) to secure the Debt Instrument from RICHARD SEAY, JUDITH SEAY (individually and collectively referred to as the "Debtor") to Wells Fargo Bank, N. A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

4085 ISLANDER WAY, ANACORTES, WA 98221
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, the undersigned Trustee(s) and Lender further covenant and agree as follows:

With respect to the (the "Trust"), the Security Instrument constitutes a third party mortgage/deed of trust and grant of security interest by the undersigned as Trustee(s) of said Trust in the Property to secure the Debt Instrument of the Debtor to the Lender.

Consequently, references in the Security Instrument to "Borrower" refer to the undersigned Trustee(s) and the Debtor if the context in which the term is used so requires. Without limiting the generality of the foregoing, the use of the term "Borrower" in the context of warranties, representations and obligations pertaining to the Property shall refer to the undersigned Trustee(s). The use of the term "Borrower" in the context of the requirements under the Debt Instrument shall refer to the Debtor.

Except with respect to the obligation(s) of the undersigned as individuals, and not as Trustee(s), with respect to the Debt Instrument before the date first set forth herein above and the obligation(s) of the undersigned as individuals with respect to the Debt Instrument prior to the transfer of the Property into the Trust, the Trust and the undersigned, as Trustee(s), are not liable for the debt evidenced by the Debt Instrument and are a party hereunder only insofar as their interest in the Property is made subject to the Security Instrument.

Further, revocation of the Trust, transfer of the Property by the Trust, or death of any Debtor shall constitute an event of default under the Security Instrument.



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By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this Third Party Rider.

Richard Seay, TRUSTEE OF THE SEAY TRUST, DATED SEPTEMBER 20, 2000

RICHARD SEAY, TRUSTEE OF THE SEAY TRUST, DATED SEPTEMBER 20, 2000

Judith Seay Trustee of the Seay Trust dated September 20, 2000

JUDITH SEAY, TRUSTEE OF THE SEAY TRUST, DATED SEPTEMBER 20, 2000

SEAY TRUST Richard Seay TRUSTEE

SEAY TRUST

Attach this Rider to the Security Instrument before Recording



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