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After recording, return recording information to: 2014/251610

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) JEFFREY L. BROOKE AND JOANNE M. BROOKE, 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 ABBREVIATED LEGAL: PTN LOT 7, ALL LOTS 8-13, BLOCK 280, "POTTER'S TO FIDALGO CY TY" MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number P73403

Reference Numbers of Documents Assigned or Released

After Recording Return to: Well's Fargo Bank, N.A. Attn: Document Mgt. P.O. Box 34557 MAC 86955-013 Billings, MT 59107-9900

This instrument prepared by:
Wells Fargo Bank, N.A.
KATHLEEN M NELSON
DOCUMENT PREPARATION
2324 OVERLAND AVE
BILLINGS, MT, 59102
866-537-8489

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20141477800076

ACCOUNT #: 682-682-2170302-1xxx

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 26, 2014, together with all Riders to this document.
- (B) "Borrower" is <u>JEFFREY L. BROOKE AND JOANNE M. BROOKE, 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 <u>July 26, 2014</u>. 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, <u>SEVENTY SIX THOUSAND NINE HUNDRED TWENTY SEVEN AND 00/100THS</u> Dollars (U.S. \$76,927.00) 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 August 26, 2044.

WASHINGTON -- SHORT FORM OPEN-END SECURITY INSTRUMENT WA107006, HCWF#1006v1 (11/16/2013) WA-107008-0413

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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 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 Skagit [Type of Recording Jurisdiction] Name of Recording Jurisdiction ABBREVIATED LEGAL: PTN LOT 7, ALL LOTS 8-13, BLOCK 280, "POTTER'S TO FIDALGO CI TY" MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A. which currently has the address of 15542 YOKEKO DR [Street] ANACORTES 98221 ("Property Address"): Washington [Zip Code] [City] TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,

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 (11/16/2013) WA-107006-0413

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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.

JEFFREYL BROOKE - Borrower

JOANNÉM BROOKE

- Borrower

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT WA107006, HCWF#1006v1 (11/16/2013) WA-107006-0413

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For An Individual Acting In His/Her Own Right: County of On this day personally appeared before me JEFFREY L BROOKE <u>JOANNE M BROOKE</u> (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 day of day of day of day. Witness my hand and notarial seal on this the 25 mg Print Name: Notary Public

My commission expires: 01/03/2018

Loan Originator's Name: Ryan Nolan Rineck

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT WA107006, HCWF#1006v1 (11/16/2013) WA-107006-0413

NMLSR ID: 933137

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EXHIBIT A

Reference: 20141477800076 Account; 682-682-2170302-1xxx

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATE IN THE COUNTY OF SKAGIR, STATE OF WASHINGTON: LOTS 8 THROUGH 13, INCLUSIVE, AND THE SOUTH 1/2 OF LOT 7, BLOCK 280, "JULIUS S. POTTER'S PLAT OF FIDALGO CITY", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF VACATED GRAND AVENUE WHICH UPON VACATION UNDER ORDINANCE #7592 REVERTED TO SAID PREMISES BY OPERATION OF LAW. ABBREVIATED LEGAL: PTN LOT 7, ALL LOTS 8-13, PLOCK 280, "PRITTERS TO SELECTION OF COUNTS." BLOCK 280, "POTTER'S TO FIDALGO CITY"

Exhibit A, HE101033 CDP,V1 07/2004 HE-101033-0212

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