

After recording, return recording information to 2014 5723 1025

American Title, Inc. M
PO Box 641010

Omaha, NE 68164-1010

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# SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) LYLE BURTON NEWPORT, AS TRUSTEE OF THE LYLE BURTON NEWPORT REVOCABLE LIVING TRUST

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: 3809-105-000-0202, MORE PARTICULARLY DESCRIBED IN THE ATTACH ED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number P58189

Reference Numbers of Documents Assigned or Released

After Recording Return to: Well's Fargo Bank, N.A. Attn: Downment Mgt. P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This instrument prepared by: Wells Fargo Bank, N.A. HERMANIA FERGUSON 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 #: 20141957500058

ACCOUNT #: 682-682-2211211-1xxx

### **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 August 13, 2014, together with all Riders to this document.
- (B) "Borrower" is LYLE BURTON NEWPORT, AS TRUSTEE OF THE LYLE BURTON NEWPORT REVOCABLE LIVING TRUST. 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 August 13, 2014. 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, THIRTY FIVE THOUSAND AND 00/100THS Dollars (U.S. \$35,000.00) 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 September 13, 2044.

WASHINGTON - SHORT FOR' WA107006, HCWF#1006v1 (1

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(E) "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 Skagit [Type of Recording Jurisdiction] [Name of Recording Jurisdiction] ABBREVIATED LEGAL: 3809-105-000-0202, MORE PARTICULARLY DESCRIBED IN THE ATTACH ED EXHIBIT A. which currently has the address of 3607 W 2ND ST [Street] **ANACORTES** 98221 ("Property Address"): , Washington [Zip Code] [City] 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)

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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.

LYLE BURTON NEWPORT, AS TRUSTEE OF THE LYLE BURTON NEWPORT REVOCABLE LIVING TRUST

- Borrower



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For An Individual Acting In His/Her Own Right:	4 1
State of WASHINGTON	
County of SVAGIT	
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On this day personally appeared before me	
LYLE BURTON NEWPORT, AS TRUSTEE OF THE LYL	E BURTON NEWPORT REVOCABLE LIVING TRUST
and the same of th	
	of the state of th
(here insert the name of grantor or grantors) to me	known to be the individual, or individuals described in and
(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
who executed the within and foregoing instrument,	known to be the individual, or individuals described in and and acknowledged that he (she or they) signed the same as the uses and purposes therein mentioned. Given under my
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, for	and acknowledged that he (she or they) signed the same as the uses and purposes therein mentioned. Given under my
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, thand and official seal this 13 day of AUGUST	and acknowledged that he (she or they) signed the same as be the uses and purposes therein mentioned. Given under my, 20 ] .
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, for	and acknowledged that he (she or they) signed the same as be the uses and purposes therein mentioned. Given under my, 20 ] .
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, thand and official seal this 13 day of AUGUST	and acknowledged that he (she or they) signed the same as be the uses and purposes therein mentioned. Given under my, 20 ] .
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, thand and official seal this 13 day of AUGUST	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 ] day of [AUGUST, 2014]
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, thand and official seal this 13 day of AUGUST	and acknowledged that he (she or they) signed the same as be the uses and purposes therein mentioned. Given under my, 20 ] .
who executed the within and foregoing instrument his (her or their) free and voluntary act and deed, thand and official seal this 3 day of AUGUST  Witness my hand and notarial seal on this the 13	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 ] day of [AUGUST, 2014]
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, thand and official seal this 13 day of AUGUST	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 14.
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, thand and official seal this 3 day of AUGUST  Witness my hand and notarial seal on this the 13  [NOTARIAL SEAL]	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 ] day of [AUGUST, 2014]
who executed the within and foregoing instrument his (her or their) free and voluntary act and deed, thand and official seal this 3 day of AUGUST  Witness my hand and notarial seal on this the 13	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 14.
who executed the within and foregoing instrument his (her or their) free and voluntary act and deed, thand and official seal this 13 day of AUGUST  Witness my hand and notarial seal on this the 13  [NOTARIAL SEAL]  Notary Public	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 14.
who executed the within and foregoing instrument his (her or their) free and voluntary act and deed, thand and official seal this 3 day of AUGUST  Witness my hand and notarial seal on this the 13  [NOTARIAL SEAL]  Notary Public  State of Washington	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 14.
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, for hand and official seal this 3 day of AUGUST  Witness my hand and notarial seal on this the 13  [NOTARIAL SEAL]  Notary Public  State of Washington  Alisha Walters	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 14.
who executed the within and foregoing instrument his (her or their) free and voluntary act and deed, thand and official seal this 3 day of AUGUST  Witness my hand and notarial seal on this the 13  [NOTARIAL SEAL]  Notary Public  State of Washington	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 14.
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, for hand and official seal this 3 day of AUGUST  Witness my hand and notarial seal on this the 13  [NOTARIAL SEAL]  Notary Public  State of Washington  Alisha Walters	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 14.
who executed the within and foregoing instrument, his (her or their) free and voluntary act and deed, for hand and official seal this 3 day of AUGUST  Witness my hand and notarial seal on this the 13  [NOTARIAL SEAL]  Notary Public  State of Washington  Alisha Walters	and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my, 20 14.

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

My commission expires: 03-27-2010



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For An Individual Trustee Borrower:	
STATE OF THE ASHINGTON	
County of SYAGIT	
On this day personally appeared before me	
LYLE BURTON NEWPORT, AS TRUSTEE OF THE LYLE I	SURTON NEWPORT REVOCABLE LIVING TRUST
	ath.
(here insert the name of grantor or grantors) to me kno	Tructee for the Tructee
LYLE BURTON NEWFORT REVOL	BEE UVING TRUSTED who executed the within and
trust instrument pursuant to which the said Trust was c	or the said trust, and that he was authorized to do so in the reated, and acknowledged that he (she or they) signed the
same as his (her or their) free and voluntary act and decunder my hand and official seal this 13 day of HWGI	
seal below)	
Witness my hand and notarial seal on this the 13 da	y of AUGUST 2014
_	(())
8	ignature
[NOTARIAL SEAL]	rint Name: Histor Is In Helps
Notary Public	Notary Public
State of Washington Alisha Walters	
Commission Expires 3-27-16	
outsinous appropriate	
My commission expires:03-27-2010	

Loan Originator's Name: Nicole Tran Nieman NMLSR ID: 1062395

WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT WA107006, HCWF#1006v1 (11/16/2012)

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#### **EXHIBIT A**

Reference; 20141957500058 Account: 682-682-2211211-1xxx

### 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) HEREIN. LOTS 5, 6 AND 7, BLOCK 1104, "NORTHERN PACIFIC ADDITION TO ANACORTES", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SYACITE COUNTY AND PROPERTY OF SAME LOTS. SKAGIT COUNTY, WASHINGTON, EXCEPT THE WEST 1/2 OF SAID LOT 7. ÁBBREVIATED LEGAL: 3809-105-000-0202.

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



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Reference Number: 20141957500058 Account Number: 682-682-2211211-1998

Wells Fargo Bank, N. A.

#### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on <u>August 13, 2014</u> 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 <u>LYLE BURTON NEWPORT</u>, (individually and collectively referred to as the "Debtor") to <u>Wells Fargo Bank</u>, N. A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

3607 W 2ND ST, 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 LYLE BURTON NEWPORT REVOCABLE LIVING TRUST (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.

3rd Party Rider, HE101137 HCWF#132 440 (4)

HE-101137-0413



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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. LYLE BURTON NEWPORT, AS TRUSTEE OF THE LYLE BURTON NEWPORT LIVING TRUST REVOCABLE Attach this Rider to the Security Instrument before Recording Loan Originator's Name: Nicole Tran Nieman NMLSR ID: 1062395 3rd Party Rider, HE101137 H HE-101137-0413 nents Processed 08-12-2014 16:03:42 201409080031

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