



201412120009

Skagit County Auditor \$78.00
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After Recording Return To:

After recording, return recording
information to: 2014 1014 1049

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

SHORT FORM OPEN-END DEED OF TRUST

**Trustor(s) JAMES B. MITCHELL AND CASSANDRA M. MITCHELL, 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: PLAT OF EAGLEMONT, PHASE 1 B,
LT 76, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A**

Assessor's Property Tax Parcel or Account Number 478900-0-076-0000

Reference Numbers of Documents Assigned or Released

~~After Recording Return to:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31587
MAC B6955-013
Billings, MT 59107-9900~~

This instrument prepared by:
Wells Fargo Bank, N.A.
DEB MEADORS
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 #: 20142735500042

ACCOUNT #: XXX-XXX-XXX0898-1998

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 November 12, 2014, together with all Riders to this document.
- (B) "**Borrower**" is JAMES B. MITCHELL AND CASSANDRA M. MITCHELL, 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 November 12, 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, FIFTY FIVE THOUSAND AND 00/100THS Dollars (U.S. \$55,000.00) 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 December 12, 2044.

WASHINGTON – SHORT FORM OPEN-END SECURITY INSTRUMENT
WA107006, HCWF#1006v1 (8/16/2014) WA-107006 0214

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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 of _____ Skagit _____ :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

ABBREVIATED LEGAL: PLAT OF EAGLEMONT, PHASE 1 B, LT 76, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A

which currently has the address of

_____ 1511 BRENTWOOD LN _____
[Street]
MOUNT VERNON _____, Washington 98274 ("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.



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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.

Cassandra M. Mitchell

CASSANDRA M MITCHELL - Borrower

James B. Mitchell

JAMES B MITCHELL - Borrower



201412120009

For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

CASSANDRA M MITCHELL

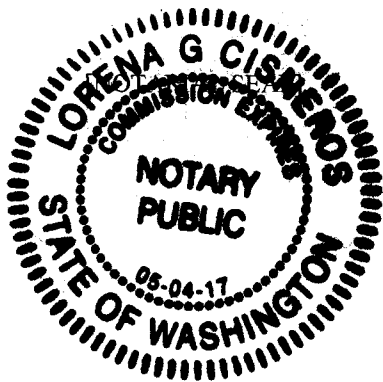
JAMES B MITCHELL

(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 12th day of November, 2014.

Witness my hand and notarial seal on this the 12th day of November, 2014

Lorena G. Cisneros
Signature

Lorena G. Cisneros
Print Name: Notary Public
Notary Public



My commission expires: May 04, 2017

Loan Originator's Name: Joshua Eugene Dominguez
NMLSR ID: 999696



WASHINGTON - SHORT FORM OPEN-END SECURITY INSTRUMENT
WA107006, HCWF#1006v1 (R/11/2011) WA-107006-0314

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EXHIBIT A

Reference: 20142735500042

Account: XXX-XXX-XXX0898-1998

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 76, PLAT OF EAGLEMONT, PHASE 1 B, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200201160127, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: PLAT OF EAGLEMONT, PHASE 1 B, LT 76.

Exhibit A, HE101033 CDP.V1 07/2004
HE-101033-082214



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