



201510290004

Skagit County Auditor

\$80.00

10/29/2015 Page

1 of

7 9:37AM

**After Recording Return To:**

Recording requested by and return

to: 201509251341

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

**SHORT FORM OPEN-END DEED OF TRUST**

**Trustor(s) JOHN W. SMITH AND ANITA SMITH, 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: LTS 16 THROUGH 20, BLK 20, BEALE'S MAPLE GROVE, PLAT V 2 PG 19, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.**

**Assessor's Property Tax Parcel or Account Number P56702**

**Reference Numbers of Documents Assigned or Released**

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.  
RICHARD FOSTER  
DOCUMENT PREPARATION  
11601 N. Black Canyon Hwy  
Phoenix, AZ, 85029  
866-537-8489

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## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20152587600045

ACCOUNT #: XXX-XXX-XXX7637-1998

### 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 October 12, 2015, together with all Riders to this document.

(B) "Borrower" is JOHN W. SMITH AND ANITA SMITH, 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 October 12, 2015. 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 THOUSAND AND 00/100THS Dollars (U.S. \$50,000.00) 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 12, 2045.

(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: LTS 16 THROUGH 20, BLK 20, BEALE'S MAPLE GROVE, PLAT V 2 PG 19, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

which currently has the address of

\_\_\_\_\_ 3512 T AVE \_\_\_\_\_  
[Street]  
ANACORTES \_\_\_\_\_, Washington 98221 ("Property Address"):  
[City] [Zip Code]

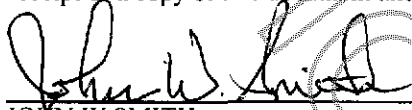
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.

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.

  
JOHN W SMITH

- Borrower

  
ANITA SMITH

- Borrower

Lender Name: Wells Fargo Bank, N.A. NMLSR ID: 399801

Loan Originator's Name: Paul Stratton  
NMLSR ID: 971348

For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

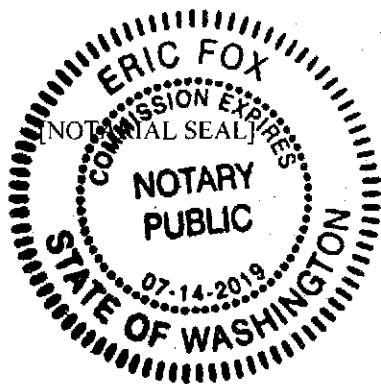
On this day personally appeared before me

JOHN W SMITH

ANITA SMITH

(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 12<sup>th</sup> day of October, 20 15.

Witness my hand and notarial seal on this the 12<sup>th</sup> day of October, 2015



Eric Fox  
Signature

Eric Fox  
Print Name: Eric Fox  
Notary Public

My commission expires: 07-14-2019



## EXHIBIT A

Reference: 20152587600045

Account: XXX-XXX-XXX7637-1998

### Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOTS 16 THROUGH 20, BLOCK 20, BEALE'S MAPLE GROVE ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED OCTOBER 19, 1956, UNDER AUDITOR'S FILE NO. 543093, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO: RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN SAID PREMISES AND THE HIGHWAYS TO BE CONSTRUCTION ON LANDS CONVEYED BY DEED AF# 543093, RECORDS OF SKAGIT COUNTY, WA, TO THE STATE OF WASHINGTON. ABBREVIATED LEGAL: LTS 16 THROUGH 20, BLK 20, BEALE'S MAPLE GROVE, PLAT V 2 PG 19.