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Skagit County Auditor

\$80.00

6/13/2016 Page

1 of

7 10:57AM

After Recording Return To:

Recording requested by and return

to: 201604282120

American Title, Inc.

PO Box 641010

Omaha, NE 68164-1010

SHORT FORM OPEN-END DEED OF TRUST

**Trustor(s) ROBERT ALBERT FRANKLIN AND KATHERINE JANNETT
FRANKLIN, 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: LOTS 19 AND 20, BLOCK 2,"
HAGADORN'S & STEWART'S FIRST ADDITION TO THE CITY OF
ANACORTES, WASHINGTON" MORE PARTICULARLY DESCRIBED IN THE
ATTACHED EXHIBIT A."**

Assessor's Property Tax Parcel or Account Number 3792-002-020-0008

Reference Numbers of Documents Assigned or Released

Recording requested by and return
to: 201604282120
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

This instrument prepared by:
Wells Fargo Bank, N.A.
ASHLEY MONIQUE KASEY
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 #: 20161055700028

ACCOUNT #: XXX-XXX-XXX8271-1998

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 May 25, 2016, together with all Riders to this document.

(B) "Borrower" is ROBERT ALBERT FRANKLIN AND KATHERINE JANNETT FRANKLIN, 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 May 25, 2016. 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, ONE HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$100,000.00) 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 June 25, 2046.

(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: LOTS 19 AND 20, BLOCK 2, "HAGADORN'S & STEWART'S FIRST ADDITION TO THE CITY OF ANACORTES, WASHINGTON" MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A."

which currently has the address of

_____ 1402 35TH ST _____
[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.



ROBERT ALBERT FRANKLIN

- Borrower



KATHERINE JANNETT FRANKLIN

- Borrower

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

Loan Originator's Name: Ryan Nolan Rineck
NMLSR ID: 933137

For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

ROBERT ALBERT FRANKLIN

KATHERINE VANNEET FRANKLIN

(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 25th day of May, 20 16.

Witness my hand and notarial seal on this the 25th day of May, 20 16



Signature [Signature]
Print Name: Tom Kuzman
Notary Public

My commission expires: 4/16/2017



EXHIBIT A

Reference: 20161055700028

Account: XXX-XXX-XXX8271-1998

Legal Description:

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: THE LAND REFERRED TO IN THIS REPORT/POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS: LOTS 19 AND 20, BLOCK 2, "HAGADORN'S & STEWART'S FIRST ADDITION TO THE CITY OF ANACORTES, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 37, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOTS 19 AND 20, BLOCK 2," HAGADORN'S & STEWART'S FIRST ADDITION TO THE CITY OF ANACORTES, WASHINGTON"