



201611290060

After Recording Return To:  
Wells Fargo Bank, N.A.  
Attn: Document Mgt.  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-9900

Skagit County Auditor \$83.00  
11/29/2016 Page 1 of 10 3:00PM

## SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) BRIAN KEVIN HUFF, TRUSTEE OF THE BRIAN HUFF TRUST AND  
NON-VESTED SPOUSE, TERESA HUFF

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: LT 2 & 3, BLK 14, QUEEN ANNE  
ADDITION, PLAT V 2, PG 39, MORE PARTICULARLY DESCRIBED IN THE  
ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number P58755

Reference Numbers of Documents Assigned or Released

After Recording Return to:  
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Attn: Document Mgt.  
P.O. Box 31557  
MAC B6955013  
Billings, MT 59107-9900

This instrument prepared by:  
Wells Fargo Bank, N.A.  
VALERIE TIMM  
DOCUMENT PREPARATION  
11601 N. Black Canyon Hwy  
Phoenix, AZ, 85029  
866-537-8489

RECORDING REQUIRED BY/RETURN TO:  
AMERICAN TITLE, INC.  
P.O. BOX 941010  
OMAHA, NE 68164-1010

AT# 2016 09091650

[Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20162321500042

ACCOUNT #: XXX-XXX-XXX0694-1998

### 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, 2016, together with all Riders to this document.

(B) "**Borrower**" is BRIAN KEVIN HUFF, TRUSTEE OF THE BRIAN HUFF TRUST AND NON-VESTED SPOUSE, TERESA HUFF. 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, 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 TWENTY FIVE THOUSAND AND 00/100THS Dollars (U.S. \$125,000.00) 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, 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

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

ABBREVIATED LEGAL: LT 2 & 3, BLK 14, QUEEN ANNE ADDITION, PLAT V 2, PG 39, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

which currently has the address of

1415 15TH 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.

  
TERESA HUFF - Borrower

  
BRIAN KEVIN HUFF, TRUSTEE OF THE BRIAN HUFF TRUST - Borrower

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

Loan Originator's Name: Charles Warren Briden-Dudley  
NMLSR ID: 1218421

For An Individual Acting In His/Her Own Right:  
State of California

County of Orange

On this day personally appeared before me

TERESA HUFF

BRIAN KEVIN HUFF, TRUSTEE OF THE BRIAN HUFF TRUST

(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 day of November, 20 16.

Witness my hand and notarial seal on this the 12 day of November, 2016

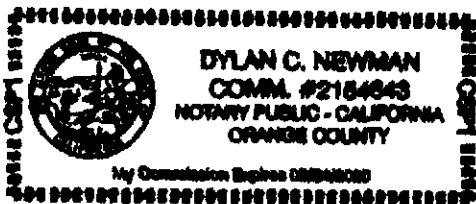
Signature

Dylan C. Newman

Print Name:

Notary Public

[NOTARIAL SEAL]



My commission expires: 05/24/2020

For An Individual Trustee Borrower:

State of California

County of Orange

On this day personally appeared before me  
TERESA HUFF

BRIAN KEVIN HUFF, TRUSTEE OF THE BRIAN HUFF TRUST

(here insert the name of grantor or grantors) to me known to be the Trustee for the Trust known as  
Brian Huff Trust and who executed the within and  
foregoing instrument in his or her capacity as Trustee for the said trust, and that he (she or they) was/were  
authorized to do so in the trust instrument pursuant to which the said Trust was created, 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 day of November, 20 16. (Signature  
of officer and official seal below)

Witness my hand and notarial seal on this the 12 day of November, 2016

Signature

Dylan C. Newman

Print Name:

Notary Public

[NOTARIAL SEAL]



My commission expires: 05/24/2020



**EXHIBIT A**

Reference: 20162321500042

Account: XXX-XXX-XXX0694-1998

**Legal Description:**

THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE IN SKAGIT COUNTY, WASHINGTON: LOTS 2 AND 3, BLOCK 14, "QUEEN ANNE ADDITION TO THE CITY OF ANACORTES", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LT 2 & 3, BLK 14, QUEEN ANNE ADDITION, PLAT V 2, PG 39



Reference Number: 20162321500042  
Account Number: XXX-XXX-XXX0694-1998

Wells Fargo Bank, N. A.

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### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on November 12, 2016 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 BRIAN KEVIN HUFF, (individually and collectively referred to as the "Debtor") to Wells Fargo Bank, N. A. (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

1415 15TH 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 BRIAN HUFF 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.

By signing below, the undersigned Trustee(s) accept(s) and agree(s) to the terms and provisions contained in this Third Party Rider.

Brian K. Huff TTE  
BRIAN KEVIN HUFF, TRUSTEE OF THE BRIAN HUFF TRUST

**Attach this Rider to the Security Instrument before Recording**

Loan Originator's Name: Charles Warren Briden-Dudley  
NMLSR ID: 1218421

3rd Party Rider, HE101137 HCWF#132.v10 (8/16/14)  
HE-101137-0314



2/2  
Documents Processed 11-08-2016 17:51:23