



201804040076

Skagit County Auditor

\$93.00

4/4/2018 Page

1 of

9 2:26PM

After recording, return recording  
information to: 201802210023  
American Title, Inc.  
PO Box 641010  
Omaha, NE 68164-1010

POOR ORIGINAL

## SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) WALTER O. MATYE AND VICKI E. MATYE AS TRUSTEES OF THE WALTER O.  
MATYE AND VICKI E. MATYE 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: LT 2, SKYLINE NO.5, PLAT V 9 PGS 56-58, MORE  
PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number P59315

Reference Numbers of Documents Assigned or Released

After Recording Return to:  
Wells Fargo Bank, N.A.  
Attn: Document Mgt.  
P.O. Box 31357  
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 #: 20180300006678

ACCOUNT #: XXX-XXX-XXX3203-1998

### 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 March 09, 2018, together with all Riders to this document.

(B) **"Borrower"** is WALTER O. MATYE AND VICKI E. MATYE AS TRUSTEES OF THE WALTER O. MATYE AND VICKI E. MATYE 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 March 09, 2018. 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 April 09, 2048.

(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, SKYLINE NO.5, PLAT V 9 PGS 56-58, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

which currently has the address of  
1802 HIGHLAND DRIVE

[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.

Walter O. Matye Trustee of the Walter O. Matye and Vicki E. Matye  
WALTER O. MATYE, TRUSTEE OF THE WALTER O. MATYE AND VICKI E. MATYE - Borrower  
REVOCABLE LIVING TRUST *Revocable Living Trust*

Vicki E. Matye Trustee of the Walter O. Matye and  
VICKI E. MATYE, TRUSTEE OF THE WALTER O. MATYE AND VICKI E. MATYE - Borrower  
REVOCABLE LIVING TRUST *Vicki E. Matye Revocable Living Trust*

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

Loan Originator's Name: Brenda Sue Holloway  
NMLSR ID: 1067033

For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

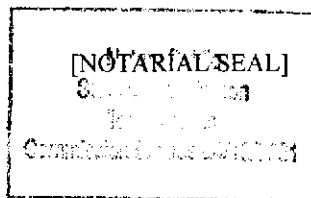
On this day personally appeared before me

WALTER O. MATYE, TRUSTEE OF THE WALTER O. MATYE AND VICKI E. MATYE REVOCABLE LIVING TRUST

VICKI E. MATYE, TRUSTEE OF THE WALTER O. MATYE AND VICKI E. MATYE REVOCABLE LIVING 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 9 day of March, 2018.

Witness my hand and notarial seal on this the 9 day of March, 2018



Signature

Print Name:

Tom Kuzman  
Notary Public

My commission expires: 4/16/2021

For An Individual Trustee Borrower:

State of Washington  
County of Skagit

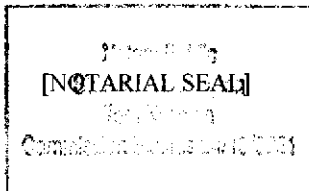
On this day personally appeared before me

WALTER O. MATYE, TRUSTEE OF THE WALTER O. MATYE AND VICKI E. MATYE REVOCABLE LIVING TRUST

VICKI E. MATYE, TRUSTEE OF THE WALTER O. MATYE AND VICKI E. MATYE REVOCABLE LIVING TRUST

(here insert the name of grantor or grantors) to me known to be the Trustee for the Trust known as The Walter O. Matye and Vicki E. Matye Revocable Living 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 9 day of March, 20 18. (Signature of officer and official seal below)

Witness my hand and notarial seal on this the 9 day of March, 2018



Signature [Signature]  
Print Name: Tom Kuzman  
Notary Public

My commission expires: 4/16/2021

**EXHIBIT A**

Reference: 20180300006678

Account: XXX-XXX-XXX3203-1998

**Legal Description:**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 2, "SKYLINE NO. 5", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 56 THROUGH 58, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: LT 2, SKYLINE NO.5, PLAT V 9 PGS 56-58 APN: P59315

Reference Number: 20180300006678  
Account Number: XXX-XXX-XXX3203-1998

Wells Fargo Bank, N. A.

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### THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on March 09, 2018 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 WALTER O. MATYE, VICKI E. MATYE, (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:

1802 HIGHLAND DRIVE, 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 WALTER O. MATYE AND VICKI E. MATYE 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.



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

Walter O. Matye, Trustee of the Walter O. Matye and Vicki E. Matye

WALTER O. MATYE, TRUSTEE OF THE WALTER O. MATYE AND VICKI E. MATYE REVOCABLE LIVING TRUST

Revocable Living Trust

Vicki E. Matye Trustee of the Walter O. Matye and Vicki E. Matye

VICKI E. MATYE, TRUSTEE OF THE WALTER O. MATYE AND VICKI E. MATYE REVOCABLE LIVING TRUST

Revocable Living Trust

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

Loan Originator's Name: Brenda Sue Holloway  
NMLSR ID: 1067033

3rd Party Rider, HE101137 HCWF#132.v10 (2/10/18)

HE-101137-0118

2/2  
Documents Processed 03-06-2018 09:56:31