# 201808070056

08/07/2018 02:06 PM Pages: 1 of 6 Fees: \$105.00 Skapit County Auditor

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

# SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) MORRIS WAGNER, AS HIS SEPARATE PROPERTY AND CHERYL WAGNER, A NON VESTED SPOUSE, MARRIED TO EACH OTHER

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 15 AND 16, BLK 64, MAP OF THE CITY OF ANACORTES, PLATS VO L 2, PGS 4-7, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A

Assessor's Property Tax Parcel or Account Number P55336

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. LORETTA J BELL DOCUMENT PREPARATION 9600 NE CASCADES PKSY PORTLAND, OR, 97220 866-537-8489

AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010
ATI# 201806200336

## [Space Above This Line For Recording Data]

## SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20181420012226

ACCOUNT #: XXX-XXX-XXX7049-1998

(page 2 of 5 pages) Documents Processed 07-12-2018 13:32:14

#### **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 <u>July 13, 2018</u>, together with all Riders to this document.
- (B) "Borrower" is MORRIS WAGNER, AS HIS SEPARATE PROPERTY AND CHERYL WAGNER, A NON VESTED SPOUSE, MARRIED TO EACH OTHER. 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 July 13, 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, THREE HUNDRED FORTY THOUSAND AND 00/100THS Dollars (U.S. \$ 340,000.00) 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 August 13, 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	-	-
N/A Third Party Rider		
N/A Other(s) [specify]		

WASHINGTON – SHORT FORM OPEN-END SECURITY INSTRUMENT WA107006, HCWF#1006v1 (2/10/2018) WA-107006-0118

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated <u>June 14, 2007</u>, and recorded on <u>July 12, 2007</u>, as Auditor's File Number <u>200707120063</u> in Book <u>n/a</u> at Page <u>n/a</u> of the Official Records in the Office of the Auditor of <u>Skagit</u> 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	Ska	git	;
[Type of Recording Jurisdiction]		Name of Recordi		n]
ABBREVIATED LEGAL: LT 15 AND 16. PGS 4-7, MORE PARTICULARLY DESC				RTES, PLATS VO L 2.
which currently has the address of 1112 5TH ST				
	[Stree	<b>:</b> []		
ANACORTES [City]		. Washington	98221 [Zip Code]	("Property Address"):

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.

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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.

MORRIS WA - Borrower SHAROL WAGNER - Borrower

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

Loan Originator's Name: Rodolfo Gonzalez NMLSR ID: 1700969

Cheral

	The An Statistical Action to Biolier Chan Dicher
	For An Individual Acting In His/Her Own Right: State of
	Country of Skagit
	On this day personally appeared before me
	MORRIS WAGNER
90	SHAROL WAGNER
	Cheyl
	(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 scal this 137 day of
	Witness my hand and notarial scal on this the 13th day of July , 2018
	Signature
	ANOTALIAN SERVICE.
	Print Name: LETC Notary Public
	E 10 NOTIFIC I SE
	77.07.14.20 CHILLIE
	OF WALLING
	Print Name: EFFC Notary Public  OF WASHING  OF WASHING

My commission expires: 07-14-2019

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# EXHIBIT A

Reference: 20181420012226 Account: XXX-XXX7049-1998

# **Legal Description:**

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, TO-WIT: LOT 15 AND 16, BLOCK 64, MAP OF THE CITY OF ANACORTES. ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LT 15 AND 16, BLK 64, MAP OF THE CITY OF ANACORTES, PLATS VOL 2, PGS 4-7.