# 201809040175

09/04/2018 03:03 PM Pages: 1 of 6 Fees: \$105.00 Skapit County Auditor

After recording, mail recording information to: 2018 080 20994 American Title, Inc. PO Box 641010 Omaha, NE 68164-1010

# SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) IAN BEZANT-NIBLETT, AS HIS SOLE AND SEPARATE PROPERTY AND ASHLEY M THOMAS, 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 271, PLAT OF SKAGIT HIGHLANDS DIVI. V (PHASE 1), AFN 200612210067, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number P125483

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. HEATHER DAWN FULLER DOCUMENT PREPARATION 11601 N BLACK CANYON HWY PHOENIX, AZ, 85029 866-537-8489

[Space Above This Line For Recording Data]

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

REFERENCE #: 20182060023228

ACCOUNT #: XXX-XXX-XXX6273-1998

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#### **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>August 14, 2018</u>, together with all Riders to this document.
- (B) "Borrower" is IAN BEZANT-NIBLETT. AS HIS SOLE AND SEPARATE PROPERTY AND ASHLEY M THOMAS. 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 August 14, 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, 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 September 14, 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]	N/A	

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated  $\underline{\text{June } 14,2007}$ , and recorded on  $\underline{\text{July } 12,2007}$ , as Auditor's File Number  $\underline{200707120063}$  in Book  $\underline{\text{n/a}}$  at Page  $\underline{\text{n/a}}$  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
inthe

County	of	Ska	git	:	
[Type of Recording Jurisdiction]		[Name of Record	ing Jurisdiction]		
ABBREVIATED LEGAL: LT 271,	PLAT OF	SKAGIT HIGHLA	NDS DIVI. V	(PHASE	1), AFN
200612210067, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.					
which currently has the address of 5234 RAZOR PEAK DR					•
5254 RAZOR PEAR DR		[Street]	<del></del>		
MOUNT VERNON		, Washington		("Property A	ddress"):
[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.

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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.

- Вопоwer - Borrower

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

Loan Originator's Name: Judith Ann Smith NMLSR ID: 1738836

For An Individual Acting In His/Her Own Right:				
State of washing ton				
County of Skagit				
On this day personally appeared before me				
IAN BEZANT-NIBLETT				
ASHLEY M THOMAS				
(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 144 day of, 20 16.				
Witness my hand and notarial seal on this the 14th day of August, 2018				
	Signature Heys			
NOTARY S PUBLIC	Print Name: Notary Public			

My commission expires: 12.61.2020

# **EXHIBIT A**

Reference: 20182060023228 Account: XXX-XXX-XXXX6273-1998

### Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 271, PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 1), AS PER PLAT RECORDED ON DECEMBER 21, 2006, UNDER AUDITORS FILE NO. 200612210067, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LT 271, PLAT OF SKAGIT HIGHLANDS DIVI. V (PHASE 1), AFN 200612210067.