10/17/2018 02:34 PM Pages: 1 of 6 Fees: \$105.00 Skagit County Auditor

Recording requested by & return to: American Title, Inc. PO Box 641010 Omaha, NE 68164-1010 ATI#: 2018 0806 0336

# SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) MICHAEL P. DONALDSON AND NEDRA K. DONALDSON, 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: PTN, SE, NW, SW, NE, 5-34N-3E, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number P21129

Reference Numbers of Documents Assigned or Released

(page 2 of 5 pages) Documents Processed 09-21-2018 09:26:48

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. KAREN SHARE WITCHER DOCUMENT PREPARATION 7711 PLANTATION ROAD ROANOKE, VA, 24019 866-537-8489

[Space Above This Line For Recording Data]

### SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20181980028430 ACCOUNT #: XXX-XXX-XXX2399-1998

#### **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 <u>September 21, 2018</u>, together with all Riders to this document.
- (B) "Borrower" is MICHAEL P. DONALDSON AND NEDRA K. DONALDSON, 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 September 21, 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, TWO HUNDRED TWELVE THOUSAND AND 00/100THS Dollars (U.S. \$ 212,000.00) 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 October 21, 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  $\underline{\text{Skagit}}$  County, State of Washington.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures renewals, extensions and modifications of when no indebtedness is currently secured covenants and agreements under this Securirrevocably grants and conveys to Trustee, in the	the Debt Ir by this Sec ity Instrum	nstrument, including a curity Instrument; and ent and the Debt Instr	ny future ac (ii) the perf ument. For	dvances made at formance of Bor this purpose, B	t a time rrower's orrower
County	of	Skagi	t	:	
[Type of Recording Jurisdiction]		[Name of Recording		n]	
ABBREVIATED LEGAL: PTN, SE, NW, THE ATTACHED EXHIBIT A.	SW, NE,	5-34N-3E, MORE PA	ARTICULA	RLY DESCRIB	ED IN
which currently has the address of					
13355 EGBERS KALSO RD					
	[S	treet]			
MOUNT VERNON		, Washington	98273	("Property Add	lress"):
[City]	777		[Zip Code]		
TOGETHED WITH all the impro	vements no	w or hereafter erected	on the pror	serty and all eac	ements

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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receipt of a copy of this document and a copy of the Master Form Deed of Trust. MICHAEL P DONALDSON - Borrower - 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

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

Loan Originator's Name: Jason Cornel Morgan NMLSR ID: 1707155

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,	
For An Individual Acting In His/Her Own Right: State of Wilsky for	
County of Skagit	
On this day personally appeared before me	
MICHAEL P DONALDSON	
NEDRA K DONALDSON	
who executed the within and foregoing instrument	known to be the individual, or individuals described in and and acknowledged that he (she or they) signed the same as or the uses and purposes therein mentioned. Given under my 20 18.
Witness my hand and notarial seal on this the 21	day of September, 2018
	Signature Oslice
Notary Public (NOTARIAL SEAL) State of Washington	Benjumin Delmoe Print Name:
Benjamin Dolmoe	Notary Public
Commission Expires 03-11-2021	
My commission expires: 08-11-Zo2	
my sommon orphone Vo 1 - 200	

### **EXHIBIT A**

Reference: 20181980028430 Account: XXX-XXX2399-1998

#### **Legal Description:**

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON: THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTHEASTERLY OF THE BASE OF THE HILL COMMONLY KNOWN AS "BAYVIEW RIDGE," IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 , ALL IN SECTION 5, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M. BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 17 MINUTES 40 SECONDS EAST THONG THE NORTH LINE THEREOF, A DISTANCE OF 237.58 FEET; THENCE SOUTH 0 DEGREES 41 MINUTES 15 SECONDS WEST, A DISTANCE OF 632.53 FEET: THENCE NORTH 89 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 323.14 FEET; THENCE NORTH 0 DEGREES 41 MINUTES 15 SECONDS EAST, A DISTANCE OF 414.05 FEET, THENCE NORTH 89 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 347.60 FEET; THENCE SOUTH 59 DEGREES 46 MINUTES 48 SECONDS WEST, A DISTANCE OF 365.97 FEET, MORE OR LESS, TO THE BASE OF THE HILL COMMONLY KNOWN AS "BAYVIEW RIDGE;" THENCE NORTH 34 DEGREES 10 MINUTES 46 SECONDS WEST ALONG THE BASE OF THE HILL, A DISTANCE OF 495.49 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 18 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST OF THE NORTHWEST 1/4, DEPARTING FROM THE BASE OF THE HILL, A DISTANCE OF 1030.41 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPT THEREFROM ALL AS-BUILT AND EXISTING COUNTY ROADS; AND EXCEPT THE COUNTY ROAD, IF ANY, PURSUANT TO PETITION DATED MARCH 26, 1880 PRESENTED TO THE WHATCOM COUNTY BOARD OF COMMISSIONERS FOR THE ESTABLISHMENT OF THE BAY VIEW AND SKAGIT RIVER ROAD; AND ALSO EXCEPT THE EGBERS KALSO ROAD IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5 FORMERLY KNOWN AS THE BAY VIEW AND SKAGIT RIVER ROAD NO. 31230; AND ALSO EXCEPT DIKING DISTRICT NO. 8 RIGHT-OF-WAY AS CONDEMNED IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 2865; AND ALSO EXCEPT DRAINAGE DISTRICT NO. 19 RIGHT-OF-WAY AS CONDEMNED IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 8889. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: PTN, SE, NW, SW, NE, 5-34N-3E APN: P21129