



201904010132

04/01/2019 01:43 PM Pages: 1 of 7 Fees: \$106.00
Skagit County Auditor



141707

Requested by/Return to:
Title365
11010 Burdette Street
PO Box 641010
Omaha, NE 68164
KATHRYN T KAISER

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) GARY W. KAISER AND KATHY T. KAISER, 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. TRACTS G & H, CORRECTED PLAT OF SLIPPER'S ACRES MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number P69593

Reference Numbers of Documents Assigned or Released

Requested by/Return to:
Title 365
11010 Burdette Street
PO Box 641010
Omaha, NE 68164
KATHRYN T KAISER

This instrument prepared by:
Wells Fargo Bank, N.A.
CHRISTINE L MAXWELL
DOCUMENT PREPARATION
8505 IBM DRIVE 3RD FL
CHARLOTTE, NC, 28262
800-400-3339

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20190100003430

ACCOUNT #: XXX-XXX-XXX3656-1998

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 February 28, 2019, together with all Riders to this document.
- (B) "**Borrower**" is GARY W. KAISER AND KATHY T. KAISER, 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 February 28, 2019. 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, FOUR HUNDRED THOUSAND AND 00/100THS Dollars (U.S. \$ 400,000.00) 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 March 28, 2049.
- (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 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: PTN. TRACTS G & H, CORRECTED PLAT OF SLIPPER'S ACRES MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

which currently has the address of
 3016 UPPER SAMISH RD

_____ [Street]
 _____, Washington _____ 98284 ("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.

Gary W. Kaiser
GARY W. KAISER - Borrower

Kathy T Kaiser
KATHY T. KAISER - Borrower

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

Loan Originator's Name: COREY CHARBONEAU
NMLSR ID: 766141

For An Individual Acting In His/Her Own Right:

State of Oklahoma

County of Cherokee

On this day personally appeared before me

GARY W. KAISER

KATHY T. KAISER

Gruks

(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 28 day of Feb., 2019.

Witness my hand and notarial seal on this the 28 day of Feb., 2019.

Shawn Hemmerich
Signature

Shawn Hemmerich
Print Name:

Notary Public

[NOTARIAL SEAL]



My commission expires: 11/01/21

For An Individual Acting In His/Her Own Right:

State of Washington

County of Skagit

On this day personally appeared before me

GARY W. KAISER

KATHY T. KAISER *ktk*

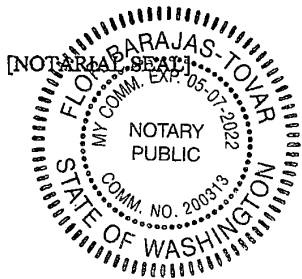
(here insert the name of grantor or grantors) to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 6 day of March, 2019.

Witness my hand and notarial seal on this the 6 day of March, 2019

Signature *[Handwritten Signature]*

Print Name: Flore Barajas-Tovar

[Handwritten Signature]
Notary Public



My commission expires: 05/07/2022

EXHIBIT A

Reference: 20190100003430

Account: XXX-XXX-XXX3656-1998

Legal Description:

UNCONFIRMED

THAT PORTION OF LOT H, AND THAT PORTION OF LOT G, LYING NORTH OF THE NORTH LINE OF LOT L, EXTENDED EASTERLY TO THE SAMISH RIVER, CORRECTED PLAT OF SLIPPER'S ACRES, ACCORDING THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 54, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THAT PORTION OF SAID LOT 3, CORRECTED PLAT OF SLIPPER'S ACRES, ACCORDING THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 54, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 438 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST, A DISTANCE OF 100 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 140 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 100 FEET TO THE COUNTY ROAD; THENCE NORTHEASTERLY ALONG SAID COUNTY ROAD TO THE POINT OF BEGINNING. SITUATED IN SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: PTN. TRACTS G & H, CORRECTED PLAT OF SLIPPER'S ACRES

DRAFT DOCUMENT