

POOR ORIGINAL



422682

Requested by/Return to:
Title365 (Omaha)
11010 Burdette Street
PO Box 641010
Omaha, NE 68164
Mark A Bonenfant

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) Mark A. Bonenfant and Stephanie M. Kaufman, trustee of the Bonenfant/Kaufman Family Trust-2019

Trustee(s) Wells Fargo Financial National Bank

Beneficiary Wells Fargo Bank, N.A. 101 North Phillips Avenue, Sioux Falls, SD 57104

Legal Description ABBRIVATED LEGAL: LT B OF SURVEY RECORDED APRIL 6, 2005 AFN 200504060099 PRT BLK 281 AND VACATED 2ND STREET, IN VOLUME 2 OF PLATS, PAGES 4 TO 7, RECORDS OF SKAGIT COUNTY, WA, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

Assessor's Property Tax Parcel or Account Number 3780-009-011-0500 P122684

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.
Corrina Gardner
DOCUMENT PREPARATION
7711 PLANTATION RD
ROANOKE, VA, 24019 3224
866-537-8489

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 106543820

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 July 15, 2020, together with all Riders to this document.
- (B) **"Borrower"** is Mark A. Bonenfant and Stephanie M. Kaufman, trustee of the Bonenfant/Kaufman Family Trust-2019. 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 15, 2020. 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 FIFTY THOUSAND AND 00/100THS Dollars (U.S. \$ 250,000.00) 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 15, 2050.
- (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]

ABBREVATED LEGAL: LT B OF SURVEY RECORDED APRIL 6, 2005 AFN 200504060099 PRT BLK 281 AND VACATED 2ND STREET, IN VOLUME 2 OF PLATS, PAGES 4 TO 7, RECORDS OF SKAGIT COUNTY, WA, MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A.

which currently has the address of
312 3rd ST

[Street]
Anacortes, Washington 98221-1601 ("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.

Mark A Bonenfant Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019
Mark A Bonenfant Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019 - Borrower

Stephanie M Kaufman Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019
Stephanie M Kaufman Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019 - Borrower

2019 dated
June 13 2019

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

Loan Originator's Name: ANGELA LYNN TROOP
NMLSR ID: 996547

For An Individual Acting In His/Her Own Right:

State of Washington

County of Snohomish

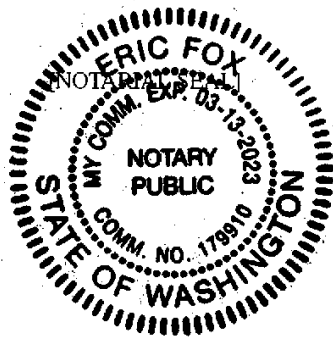
On this day personally appeared before me

Mark A Bonenfant Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019

Stephanie M Kaufman Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019

(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 15th day of July, 2020.

Witness my hand and notarial seal on this the 15th day of July, 2020



Eric Fox
Signature

Print Name: ERIC FOX
Notary Public

My commission expires: 03-13-23

For An Individual Trustee Borrower:

State of Washington

County of Skagit

On this day personally appeared before me

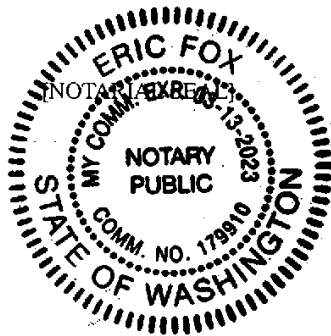
Mark A Bonenfant Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019

Stephanie M Kaufman Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019

(here insert the name of grantor or grantors) to me known to be the Trustee for the Trust known as
Mark Bonenfant and Stephanie Kaufman 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
15th day of July, 20 20. (Signature of officer and official seal below)

Witness my hand and notarial seal on this the 15th day of July, 2020



Signature

Print Name: ERIC FOX
Notary Public

My commission expires: 03-13-23

APPLICATION ID: 106543820

682-682-514XXX-1998

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT B OF SURVEY RECORDED ON APRIL 6, 2005, UNDER AUDITOR'S FILE NO. 200504060099, BEING A PORTION OF BLOCK 281 AND VACATED 2ND STREET, "CITY OF ANACORTES", RECORDED IN VOLUME 2 OF PLATS, PAGES 4 TO 7, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE ADJOINING TIDELANDS IN TRACT NO. 10 OF PLATE NO. 9, ANACORTES TIDELANDS, LYING WITHIN SAID LOT B. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE EAST 20 FEET OF LOTS C AND D OF SAID SURVEY, RECORDED ON APRIL 6, 2005, UNDER AUDITOR'S FILE NO. 200504060099.

SUBJECT TO:

A. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

GRANTEE: CITY OF ANACORTES, A MUNICIPAL CORPORATION

RECORDED: MAY 26, 1978

AUDITOR'S NO.: 880284

PURPOSE: EXCAVATING AND CONSTRUCTING, INSTALLING, REPAIRING, MAINTAINING AND REPLACING UNDERGROUND TRUNK AND/OR LATERAL SEWERS, MANHOLES, PUMP HOUSES, PUMPS AND ANY AND ALL OTHER SEWER APPURTENANCES, WITH FULL RIGHT OF INGRESS AND EGRESS

AREA AFFECTED: AS DISCLOSED IN INSTRUMENT

B. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES AND ENCROACHMENTS, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

NAME: SURVEY FOR KATHIE CRABB

RECORDED: MARCH 14, 2003

AUDITOR'S NO.: 200303140220

C. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES AND ENCROACHMENTS, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

NAME: SURVEY FOR AIALIK BAY PARTNERS

RECORDED: APRIL 6, 2005

AUDITOR'S NO.: 200504060099

D. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

DATED: SEPTEMBER 27, 2005

RECORDED: SEPTEMBER 29, 2005

AUDITOR'S NO.: 200509290040

EXECUTED BY: AIALIK BAY PARTNERS

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED BY THE FOLLOWING:

DECLARATION DATED: JANUARY 19, 2006

RECORDED: JANUARY 20, 2006

AUDITOR'S NO.: 200601200122

E. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED INSTRUMENT:

IN FAVOR OF: WILLIAM T. LANGJAHR AND DARITH MAE LANGJAHR

RECORDED: JANUARY 20, 2006

AUDITOR'S NO.: 200601200123

FOR: ACCESS AND UTILITIES/SEWER

APPLICATION ID: 106543820

682-682-514XXX-1998

EXHIBIT A

AFFECTS: AS DISCLOSED IN INSTRUMENT

F. DECLARATION OF EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

RECORDED: SEPTEMBER 29, 2005

AUDITOR'S NO.: 200509290117

PURPOSE: SEWER AND UTILITIES

AREA AFFECTED: AS DISCLOSED IN INSTRUMENT

G. DECLARATION OF EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

RECORDED: MARCH 31, 2006

AUDITOR'S NO.: 200603310115

PURPOSE: ACCESS AND UTILITIES

AREA AFFECTED: AS DISCLOSED IN INSTRUMENT

H. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

RECORDED: APRIL 5, 2006

AUDITOR'S NO.: 200604050029

EXECUTED BY: AIALIK BAY PARTNERS

I. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

RECORDED: AUGUST 1, 2014

AUDITOR'S NO.: 201408010049

EXECUTED BY: AIALIK BAY LLC, ET AL

ABBREVIATED LEGAL: LOT B, SURVEY AUDITOR'S FILE NO. 200504060099, PTN. BLOCK 281, CITY OF ANACORTES, SKAGIT CO., WA. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY. BEING PREVIOUSLY CONVEYED BY QUITCLAIM DEED FROM MARK BONENFANT AND STEPHANIE KAUFMAN, A MARRIED COUPLE WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON TO MARK A. BONENFANT AND STEPHANIE M. KAUFMAN, TRUSTEE OF THE BONENFANT/KAUFMAN FAMILY TRUST-2019, DATED 07/22/2019, AND RECORDED ON 07/25/2019 AT DOCUMENT REFERENCE 201907250099 IN SKAGIT COUNTY, WASHINGTON. BEING PREVIOUSLY CONVEYED BY QUITCLAIM DEED FROM MARK BONENFANT AND STEPHANIE KAUFMAN, A MARRIED COUPLE TO MARK BONENFANT AND STEPHANIE KAUFMAN, A MARRIED COUPLE WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, DATED 02/05/2019, AND RECORDED ON 03/18/2019 AT DOCUMENT REFERENCE 201903180109 IN SKAGIT COUNTY, WASHINGTON. BEING PREVIOUSLY CONVEYED BY WARRANTY DEED FROM ROBERT BALLOW AND ANN C. BALLOW, A MARRIED COUPLE TO MARK BONENFANT AND STEPHANIE KAUFMAN, A MARRIED COUPLE, DATED 11/01/2018, AND RECORDED ON 11/06/2018 AT DOCUMENT REFERENCE 201811060019 IN SKAGIT COUNTY, WASHINGTON.

Reference Number: 106543820

Wells Fargo Bank, N. A.

THIRD PARTY RIDER

THIS THIRD PARTY RIDER is made on July 15, 2020 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 Mark A Bonenfant, Stephanie M Kaufman, (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:

312 3rd ST, Anacortes, WA 98221-1601

[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 Bonenfant/Kaufman Family Trust-2019 (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.

Mark A. Bonenfant Trustee of the Bonenfant/Kaufman Family Trust - 2019 dated June 13, 2019
Mark A Bonenfant Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019

Stephanie M Kaufman Trustee of the Bonenfant/Kaufman Family Trust - 2019 dated June 13, 2019
Stephanie M Kaufman Trustee of the Bonenfant/Kaufman Family Trust-2019 dated June 13, 2019

Loan Originator's Name: ANGELA LYNN TROOP

NMLSR ID: 996547

Attach this Rider to the Security Instrument before Recording