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Skagit County Auditor

\$80.00

3/3/2015 Page

1 of

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

SHORT FORM OPEN-END DEED OF TRUST

Trustor(s) WILLIAM T. DAVIS AND BRENDA OPPERGAARD-DAVIS, 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 A LEASEHOLD INTEREST IN THE FOLLOWING DESCRIBED TRACT: LOT 844, AMENDED SURVEY OF SHELTER BAY DIV. 5, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION, AS RECORDED ON JUNE 2, 1976 AS RECORDED IN VOLUME 1 OF SURVEYS, PAGES 184 THROUGH 186, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NO. 836134 SITUATED IN SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOT 844, SHELTER BAY DIV.5

Assessor's Property Tax Parcel or Account Number P129494

Reference Numbers of Documents Assigned or Released

Land Title and Escrow

151180-

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After Recording Return to:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
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This instrument prepared by:
Wells Fargo Bank, N.A.
CRISTAL A BOYD
DOCUMENT PREPARATION
8505 IBM DRIVE 3RD FL
Charlotte, NC, 28262
800-400-3339

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SHORT FORM OPEN-END DEED OF TRUST

REFERENCE #: 20142934200024

ACCOUNT #: XXX-XXX-XXX6772-1998

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 25, 2015, together with all Riders to this document.
- (B) "**Borrower**" is WILLIAM T. DAVIS AND BRENDA OPPERGAARD-DAVIS, 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 25, 2015. 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 March 25, 2045.

(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]:

X 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]

A LEASEHOLD INTEREST IN THE FOLLOWING DESCRIBED TRACT: LOT 844, AMENDED SURVEY OF SHELTER BAY DIV. 5, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION, AS RECORDED ON JUNE 2, 1976 AS RECORDED IN VOLUME 1 OF SURVEYS, PAGES 184 THROUGH 186, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NO. 836134 SITUATED IN SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOT 844, SHELTER BAY DIV.5

which currently has the address of

_____ 844 SHOSHONE DR _____
[Street]
LA CONNER _____, Washington _____ 98257 _____ ("Property Address"):
[City] [Zip Code]

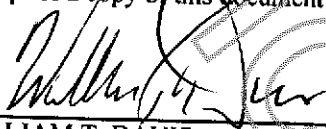
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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.

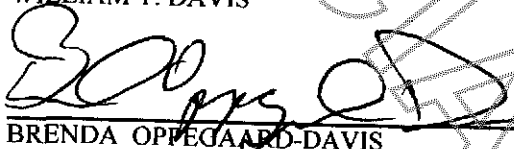
MASTER FORM DEED OF TRUST

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.


WILLIAM T. DAVIS

- Borrower


BRENDA OPPEGARD-DAVIS

- Borrower

For An Individual Acting In His/Her Own Right:

State of Washington

County of King

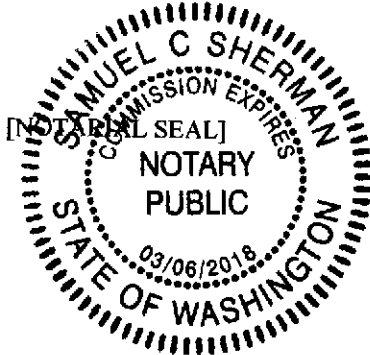
On this day personally appeared before me

WILLIAM T. DAVIS

BRENDA OPPEGAARD-DAVIS

(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 25th day of February, 2015.

Witness my hand and notarial seal on this the 25th day of February, 2015



Samuel C. Sherman
Signature

Samuel C. Sherman
Print Name:

Notary Public

My commission expires: 3/6/18

Loan Originator's Name: SHERMAN, SAMUEL C
NMLSR ID: 1146370



Account Number: XXX-XXX-XXX6772-1998
Reference Number: 20142934200024

WELLS FARGO BANK, N.A.

LEASEHOLD RIDER

THIS LEASEHOLD RIDER is made on February 25, 2015, and 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 (individually and collectively referred to as the "Borrower") to secure Borrower's Debt Instrument 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:

844 SHOSHONE DR, LA CONNER, WA, 98257

Property Address

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Property. The Property includes all of Borrower's present and future estate, right, title and interest in and to the real property described in the Security Instrument and all the improvements now or hereafter erected thereon, and all easements, appurtenances, and fixtures now or hereafter a part thereof, together with all of the following: (i) the Lease; (ii) all modifications, amendments or supplements to the Lease; (iii) any option to purchase the Property or any or all appurtenances in and to the Property; and (iv) all insurance proceeds.

B. Compliance With Lease. Borrower covenants and agrees to comply at all times with all terms and conditions of the Lease and to pay, when due, all amounts due under the terms of the Lease.

C. Borrower Warranties. Borrower warrants to Lender that (a) Borrower has not executed any prior assignments of the Lease; (b) there is no default now existing under the Lease; (c) Borrower has not executed or granted any modification whatsoever of the Lease either orally or in writing, and the Lease is in full force and effect according to the original terms and conditions thereof; and (d) Borrower lawfully holds and possesses the Property pursuant to the Lease without limitation on the right to encumber.

D. Notice. Borrower shall give immediate written notice to Lender of any default by Lessor under the Lease or of any notice received by Borrower from Lessor indicating a default by Borrower under the Lease, or indicating Lessor's intent to terminate, cancel, alter or amend the Lease. If the Lease does not provide for a grace period for the payment of a sum of money, Borrower shall make the payment on or before the date on which the payment becomes due and payable. Borrower shall deliver evidence of such payment to Lender within ten (10) days after receipt of any written request from Lender for evidence of payment.

E. Exercise of Option. Borrower shall exercise any option to renew or extend the Lease and shall give written confirmation thereof to Lender within thirty (30) days after such option becomes exercisable.

F. Remedial Action. Borrower shall give immediate written notice to Lender of the actual or threatened commencement of any eviction or remedial proceedings under the Lease by any party thereto.

G. Assignment. Borrower hereby expressly transfers and assigns to Lender the benefits of all covenants contained in the Lease whether or not such covenants run with the land, but Lender shall have neither liability nor obligation with respect to such covenants or any other covenants in the Lease.

H. Termination. Borrower shall not surrender the leasehold estate nor terminate or cancel the Lease.

I. Amendment. Borrower shall not alter or amend the Lease without the express written consent of Lender.

J. Merger. Borrower covenants and agrees that there shall not be a merger of the leasehold estate created by the Lease with the fee estate owned by the Lessor under the Lease by reason of common ownership of said leasehold estate and said fee estate or any portion thereof unless Lender shall consent in writing to such merger. If Borrower shall acquire such fee estate, then the Security Instrument shall simultaneously and without further action be spread so as to become a lien on such fee estate.

K. Power of Attorney. Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact with full power and authority (but without any obligation) in the event of a default by Borrower under the terms of the Lease to act in place of the Borrower as Lessee under the Lease, including but not limited to the power to cure any defaults under the Lease and to defend any action in any manner connected with the Lease. Any amounts disbursed by Lender for such purposes shall become additional debt of Borrower secured by the Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

L. Estoppel Certificate. Borrower shall within thirty (30) days after each request by Lender obtain from the Lessor the Lessor's estoppel certificate if provided for under the terms of the Lease. Borrower shall immediately deliver the estoppel certificate to the Lender.

M. Definitions. As used herein, the following terms shall have the meanings indicated.

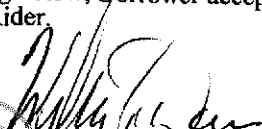
1. "Lease" shall mean the Lease or Sublease described as follows:

All of the leasehold estate and interest of Grantor in and to the property created by that certain lease dated August 01, 1968, (the 'Lease') executed by THE SWINOSMISH INDIAN TRIBAL COMMUNITY (the 'Landlord') as Lessor and by Grantor, as Lessee, a copy of which was recorded on April 08, 1969, in Book/Docket 49, Page 319-399, as Recorder's No. N/A, or File No. 725143, Film Code No. N/A in the records of Skagit County, State of Washington, together with any and all additional title, estate or rights which may at any time be acquired by Grantor in or to the Property, and Grantor expressly agrees that if Grantor shall at any time prior to payment in full of the Note, acquire fee title to any greater estate to the Property, Security Instrument shall attach, extend to, cover, and be a lien upon such fee simple or greater estate;

2. "Lessee" shall mean the Lessee or Tenant under the Lease.

3. "Lessor" shall mean the Lessor or Landlord under the Lease.

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Leasehold Rider.


Borrower WILLIAM T. DAVIS


Borrower BREND A ORTEGAARD-DAVIS

Loan Originator's Name: SHERMAN,SAMUEL C
NMLSR ID: 1146370



Attach this Rider to the Security Instrument before Recording