

**Return Address:**

First American Title Insurance  
Lenders Advantage  
1100 Superior Avenue, Suite 200  
Cleveland, Ohio 44114  
Attn: National Recording



200710110058

Skagit County Auditor

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5 11:12AM

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title (s) (or transactions contained therein): (all areas applicable to your document <u>Must</u> be filled in)	
DEED OF TRUST	
Reference Number(s) of Documents assigned or released: _____	
Additional Reference #'s on page _____ of document.	
Grantor (s) (Last name, first name, initials)	
Smith David	
Smith Claire	
Additional name on page _____ of document.	
Grantee (s) (Last name first, then first name and initials)	
US Bank Trust	
US Bank NA MD	
Additional names on page _____ of document.	
Legal Description (abbreviated; i.e. lot, block, plat, or section, township, range)	
Lot 31 Pk Le Lake Cavanaugh Subd div 1 Vol 5 Pg 37	
Full Legal Description is in Exhibit A	
Assessor's Property Tax Parcel/Account Number.	<input type="checkbox"/> Assessor Tax # not yet assigned
1666474	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

ph

Signature of Requesting Party

UNOFFICIAL

This Space Provided for Recorder's Use

When Recorded Return To: First American  
1100 Superior Avenue, Suite 210, Cleveland, OH 44114

Document Title(s) Deed of Trust

Grantor(s) DAVID SMITH AND CLAIRE SMITH HUSBAND AND WIFE

Grantee(s) US Bank National Association N.D

Legal Description LOT 31 BLK 6 LAKE CAVANAUGH SUBD DIV 1 VOL 5

Assessor's Property Tax Parcel or Account Number P66474

PG 37

Reference Numbers of Documents Assigned or Released

\_\_\_\_ State of Washington \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

ALS#:

DEED OF TRUST

Order#: 12973247

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 09/21/2007.....  
..... The parties and their addresses are:

GRANTOR:

DAVID SMITH AND CLAIRE SMITH HUSBAND AND WIFE

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:

U.S. Bank Trust Company, National Association  
111 S.W. Fifth Avenue, Suite 3500  
Portland, OR 97204

LENDER:

U.S. Bank, National Association N.D.  
4355 17th Avenue S.W.  
Fargo, ND 58103

WASHINGTON - HOME EQUITY LINE OF CREDIT DEED OF TRUST

(NOT FOR FNMA, FHLMC, FHA OR VA USE; NOT FOR USE WITH PROPERTY USED FOR AGRICULTURAL PURPOSES)

- 1994 Walters Kluwer Financial Services - Bankers Systems\* Form USBOCPSFDTWA 9/12/2006

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2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

The real estate mortgage herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in SKAGIT at 35199 PHIPPS DR  
(County)  
Mount Vernon, Washington 98274  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 100,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

Borrower's Name(s): DAVID SMITH AND CLAIRE SMITH

Note Date: 09/21/2007

Maturity Date: 10/20/2032

Principal/Maximum 100,000.00

Line Amount:

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

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In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

5. MASTER FORM. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Deed Of Trust master form (Master Form), inclusive, dated 01/19/2007 8:10 am and recorded as Recording Number N/A or Instrument Number 200701190037 in Book N/A at Page(s) N/A in the SKAGIT County, Washington, County Recorder's office are hereby incorporated into, and shall govern, this Security Instrument. This Security Instrument will be offered for record in the same county in which the Master Form was recorded.
6. SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form.

David Smith 9-21-07 (Signature) DAVID SMITH (Date)  
Claire Smith 9-21-07 (Signature) CLAIRE SMITH (Date)

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF King } ss.  
I certify that I know or have satisfactory evidence that .....  
(Individual) DAVID SMITH AND CLAIRE SMITH  
..... is/are the individual(s) who appeared before me, and said individual(s) acknowledged that she/he/they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-21-07

(Seal)

Notary Public in and for the State of Washington,  
Residing At ANDREW J DIERS

My notary  
appointment expires:  
1-11-11

REQUEST FOR RECONVEYANCE  
(Not to be completed until paid in full)

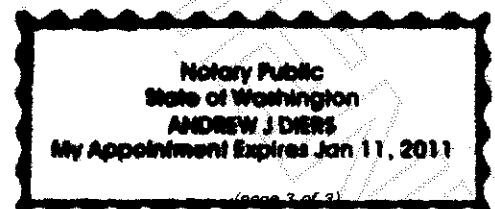
TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel this Deed of Trust, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

.....  
(Authorized Bank Signature)

.....  
Date

This instrument was prepared by.....  
First American  
1100 Superior Avenue  
Suite 210  
Cleveland, OH 44114



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EXHIBIT A

LOT 31 IN BLOCK 6 OF LAKE CAVANAUGH SUBDIVISION, DIVISION NO.  
1, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS AT PAGE 37,  
RECORDS OF SKAGIT COUNTY.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

LOT 31 BLK 6 LAKE CAVANAUGH SUBD DIV 1 VOL 5 PG 37

Permanent Parcel Number: P66474

DAVID M. SMITH AND CLAIRE J. SMITH, HUSBAND AND WIFE

35199 PHIPPS DRIVE, MOUNT VERNON WA 98274

Loan Reference Number : 20072281730450/3000582425

First American Order No: 12973247

Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 SMITH  
12973247

WA

FIRST AMERICAN LENDERS ADVANTAGE

DEED OF TRUST





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Skagit County Auditor