



200710180068

Skagit County Auditor

10/18/2007 Page

1 of

4 12:47PM

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) W.A. MILLER FAMILY TRUST

Grantee(s) US Bank National Association N.D

Legal Description Parcel A Lots 11 thru 15 Stewart's 1st Addn and Parcel B Lot 14

Assessor's Property Tax Parcel or Account Number P57971 A-3800-003-015-0004 and B-3805-000-014-0005

Reference Numbers of Documents Assigned or Released

State of Washington

Space Above This Line For Recording Data

ALS#: 3000580068

## DEED OF TRUST

Order#: 13110076

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 09/07/2007.....  
..... The parties and their addresses are:

GRANTOR:

W.A. MILLER FAMILY TRUST

☐ 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)

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

13110076

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 4113 R AVE .....  
(County)  
..... ANACORTES ..... Washington 98221 .....  
(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 \$ 50,000.00 ..... 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): W.A. MILLER FAMILY TRUST

Note Date: 09/07/2007

Maturity Date: 09/07/2032

Principal/Maximum 50,000.00

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.

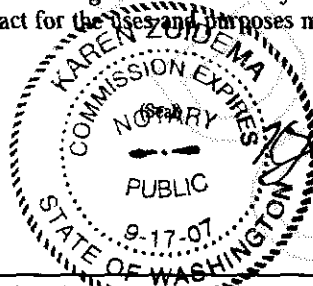
(Signature) Walter L Miller 9/7/07 (Date) (Signature) Alma E Miller 9/7/07 (Date)  
AKA WALTER L MILLER AKA ALMA E MILLER

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit } ss.  
(Individual) I certify that I know or have satisfactory evidence that WALTER MILLER AND ALMA MILLER AKA WALTER L MILLER AND ALMA E MILLER \*\*\* 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 purposes mentioned in the instrument.

Dated: 9/7/07

My notary  
appointment expires:  
9/17/07



Karen Zibema  
Notary Public in and for the State of Washington,  
Residing At: Anacortes, WA

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 Alyse Butts

First American  
1100 Superior Avenue  
Suite 210  
Cleveland, OH 44114

\*\*\*W.A. MILLER FAMILY TRUST



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EXHIBIT A

PARCEL A. LOTS 11, 12, 13, 14 AND 15, IN BLOCK 3 OF STEWART'S FIRST ADDITION TO THE CITY OF ANACORTES, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 14 OF THE RECORDS OF SKAGIT COUNTY.

PARCEL B. LOT 14, "MOUNTAIN VIEW PARK", ACCORDING TO THE PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

PARCEL A LOT 11-15 BLK 3 STEWART'S 1ST ADD VOL 2 PG 14 PARCEL B LOT 14 MOUNTAIN VIEW PARK VOL 7 PG 77

Permanent Parcel Number: P57971  
W.A. MILLER FAMILY TRUST

4113 R AVENUE, ANACORTES WA 98221  
Loan Reference Number : 20072491604590/3000580068  
First American Order No: 13110076  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 MILLER  
13110076

WA

FIRST AMERICAN LENDERS ADVANTAGE  
DEED OF TRUST



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