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Skagit County Auditor

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

Document Title(s) Deed of Trust

Grantor(s) JIMMY L CABE AND MARY LOU CABE COMMUNITY PROPERTY

Grantee(s) US Bank National Association N.D

Legal Description SEC 18 TWP 36 N RANGE 5 E SE 4 TR SW 2 TR

Assessor's Property Tax Parcel or Account Number P51003

Reference Numbers of Documents Assigned or Released

____ State of Washington _____ Space Above This Line For Recording Data _____

ALS#: 3000598406

Order#: 13597850

DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 11/26/2007
..... The parties and their addresses are:

GRANTOR:

JIMMY L CABE AND MARY LOU CABE COMMUNITY PROPERTY

AKA JIMMY CABE AND MARY CABE 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

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 2786 Blue Mountain Rd
(County)
SEDRO WOOLLEY, Washington 98284
(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 \$ 52,000.00. 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): MARY CABE AND JIMMY CABE

Note Date: 11/26/2007

Maturity Date: 12/05/2032

Principal/Maximum 52,000.00
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.

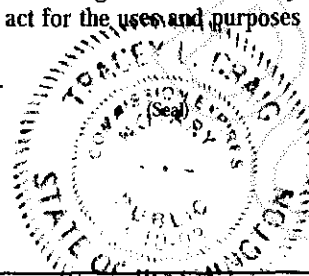
(Signature) Mary Lou Cabe 11-26-07 (Date) (Signature) Jimmy L Cabe 11/26/07 (Date)
AKA MARY LOU CABE AKA JIMMY L CABE

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit } ss.
(Individual) I certify that I know or have satisfactory evidence that MARY CABE AND JIMMY CABE AKA JIMMY L CABE
AKA Mary Lou Cabe 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: 11/26/07

My notary
appointment expires:
5/10/08



[Signature]
Notary Public in and for the State of Washington,
Residing At:

Mount Vernon, 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.....
First American
1100 Superior Avenue
Suite 210
Cleveland, OH 44114



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 - THAT PORTION OF THE NORTH 1/2 OF THE SOUTH 2/3 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., LYING WEST OF THE CENTERLINE OF THE BONNEVILLE POWER ADMINISTRATION LINE ROAD AND LYING NORTH OF A LINE PARTICULARLY DESCRIBED AS FOLLOWS: !RCOMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M.; THENCE SOUTH 89 DEGREES 36' 30" EAST ALONG THE SOUTH LINE OF SAID SECTION, 1137.25 FEET TO THE INTERSECTION OF SAID SECTION LINE AND THE SOUTHERLY PROJECTION OF THE WEST LINE OF LOT 1 OF SKAGIT COUNTY SHORT PLAT NO. 130-79, RECORDED IN VOLUME 4 OF SHORT PLATS AT PAGE 72 AS AUDITOR'S FILE NO. 8004250001; THENCE NORTH 3 DEGREES 53'52" WEST ALONG THE WEST LINE OF SAID SHORT PLAT AND THE WEST LINE OF THE HAYS SURVEY RECORDED IN VOLUME 2 OF SURVEYS AT PAGE 202 AS AUDITOR'S FILE NO. 7911010005, 865.9 FEET TO AN EXISTING FENCE CORNER AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FEET; SOUTH 15 DEGREES 45' WEST, 200 FEET; SOUTH 03 DEGREES 30' EAST, 100 FEET; SOUTH 23 DEGREES EAST, 120 FEET; SOUTH 29 DEGREES 45' WEST, 100 FEET AND SOUTH 10 DEGREES WEST ALONG SAID CENTERLINE AND SAID CENTERLINE PRODUCED TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 18. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBRV LEGAL SEC 18 TWP 36 N RANGE 5 E SE QTR SW QTR DISTANCE OF 1115.29 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, !RTHAT LIES WESTERLY OF THE CENTERLINE OF THE BONNEVILLE POWER ADMINISTRATION POWER LINE ROAD WHICH CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18, WHICH POINT BEARS NORTH 0 DEGREES 31'27" EAST A DISTANCE OF 1508.51 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4, WHICH POINT IS IN THE CENTERLINE OF THOMPSON'S GULCH; SOUTH 62 DEGREES 59'21" WEST ALONG THE CENTERLINE OF THOMPSON'S GULCH A DISTANCE OF 75.39 FEET, THENCE NORTH 87 DEGREES 29'31" WEST, 191.02 FEET; THENCE NORTH 70 DEGREES 43'40" WEST, 307.83 FEET, MORE OR LESS TO AN INTERSECTION OF THE BONNEVILLE POWER ADMINISTRATION POWER LINE ROAD; THENCE SOUTH 03 DEGREES 30' WEST ALONG SAID POWER LINE ROAD A DISTANCE OF 68 FEET; THENCE CONTINUING ALONG THE CENTER OF SAID POWER LINE ROAD, SOUTH 04 DEGREES 45' WEST, 200 PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS: !RBEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 18, WHICH POINT BEARS NORTH 0 DEGREES 31' 27" EAST A DISTANCE OF 1373.92 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SAID SECTION 18, AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THE DESCRIPTION; THENCE CONTINUING NORTH 0 DEGREES 31'27" EAST ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 134.59 FEET TO A POINT IN THE CENTERLINE OF THOMPSON'S GULCH; THENCE SOUTH 62 DEGREES 59'21" WEST ALONG THE CENTERLINE OF THOMPSON'S GULCH, A DISTANCE OF 75.39 FEET; THENCE NORTH 87 DEGREES 29'31" WEST A DISTANCE OF 191.02 FEET; THENCE NORTH 70 DEGREES 43'40" WEST A DISTANCE OF 307.83

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FEET TO A POINT IN THE CENTERLINE OF THOMPSON'S GULCH; THENCE
SOUTH 81 DEGREES 41'03" WEST A DISTANCE OF 566.47 FEET; THENCE
SOUTH 83 DEGREES 23'24" EAST A THENCE SOUTH 87 DEGREES 12'57"
EAST, A DISTANCE OF 677 FEET, MORE OR LESS, TO AN EXISTING FENCE
CORNER AND EXTENDED ON TO THE CENTERLINE OF THE BONNEVILLE POWER
ADMINISTRATION ROAD, AND THE TERMINAL POINT OF THIS DESCRIPTION.
!R(PARCEL 2 - ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS:
(A.) THE NORTH 1/3 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., EXCEPT THAT
PORTION THEREOF, IF ANY, LYING WITHIN THE BOUNDARIES OF A TRACT OF
LAND CONVEYED TO JOSEPH BROSS, JR., AND GENEVIEVE BROSS, HIS WIFE,
AND ERNEST W. DUVALL AND LOUISE DUVALL, HIS WIFE, BY DEED RECORDED
DECEMBER 20, 1964, UNDER AUDITOR'S FILE NO. 659984, AND ALSO
EXCEPT THAT PORTION OF SAID PREMISES LYING WEST OF A LINE
BEGINNING 1135 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION
18 AND RUNNING THENCE NORTH TO THE NORTH LINE OF THE SOUTHEAST 1/4
OF THE SOUTHWEST 1/4, SAID SECTION 18, THE TERMINAL POINT OF SAID
LINE. !R(B.) THAT

P51003

2786 BLUE MOUNTAIN RD; SEDRO WOOLLEY, WA 98284-9688

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35457618

13597850

CABE

WA

FIRST AMERICAN LENDERS ADVANTAGE
DEED OF TRUST



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