



200712210060
Skagit County Auditor

12/21/2007 Page 1 of 4 10:31AM

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) GARY R TROXEL AND JENIFER A TROXEL

Grantee(s) US Bank National Association N.D

Legal Description SEC 32 TWS 55 N1/3 E SW QTR NW 1/2 TR

Assessor's Property Tax Parcel or Account Number P 55179

Reference Numbers of Documents Assigned or Released

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

ALS#: 3000598675
Order#: 13550332

DEED OF TRUST
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 11/27/2007.....
..... The parties and their addresses are:

GRANTOR:

GARY R TROXEL AND JENIFER A TROXEL Husband and Wife
AKA GARY TROXEL AND JENNIFER TROXEL

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 11471 EARLE DR
(County)
MOUNT VERNON, Washington 98273
(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): GARY TROXEL AND JENIFER TROXEL

Note Date: 11/27/2007 Maturity Date: 11/27/2032

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.

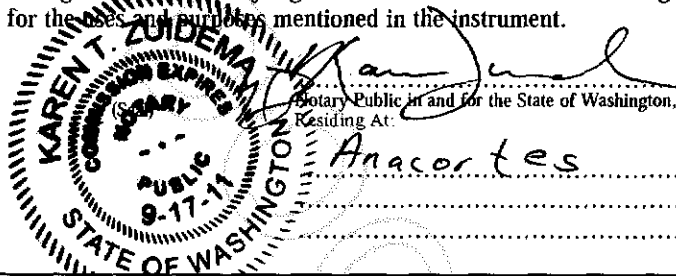
- 5. MASTER FORM. By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Deed Of Trust master form (Master Form), inclusive, dated 01/19/2007 8:10 am and recorded as Recording Number N/A or Instrument Number 200701190037 in Book N/A at Page(s) 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.

(Signature) Gary Troxel (Date) 11-27-07 (Signature) Jennifer Troxel (Date) 11-27-07
 AKA GARY TROXEL AKA JENNIFER A TROXEL

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit } ss.
 I certify that I know or have satisfactory evidence that (Individual) GARY TROXEL AND JENIFER TROXEL AKA GARY R. TROXEL AND JENIFER A. TROXEL 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: 11/27/07



My notary appointment expires: 9/17/11

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"

LEGAL DESCRIPTION

THE SOUTH 218 FEET OF THE FOLLOWING DESCRIBED TRACT: THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20 FEET NORTH OF THE 1/4 POST BETWEEN SECTIONS 31 AND 32; THENCE EAST ALONG THE NORTH LINE OF EXISTING COUNTY ROAD RIGHT-OF-WAY, 600 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 1 DEGREE 11'37" WEST 415.0 FEET; THENCE NORTH 89 DEGREES 07'38" EAST 680.0 FEET; THENCE SOUTHERLY 415.0 FEET TO A POINT ON THE NORTH LINE OF EXISTING COUNTY ROAD RIGHT-OF-WAY, WHICH 680.0 FEET EAST OF THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID EXISTING COUNTY ROAD RIGHT-OF-WAY, 680.00 FEET TO SAID TRUE POINT OF BEGINNING; EXCEPT THE WEST 480 FEET THEREOF. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, OVER AND ACROSS THE EAST 60 FEET OF THE FOLLOWING DESCRIBED TRACT: THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20 FEET NORTH OF THE 1/4 POST BETWEEN SECTION 31 AND 32; THENCE EAST 600 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 1 DEGREE 11'37" WEST 638.798 FEET; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 479.946 FEET; THENCE SOUTH TO A POINT ON THE NORTH LINE OF SAID EXISTING COUNTY ROAD RIGHT-OF-WAY, WHICH IS 480 FEET EAST OF SAID TRUE POINT OF BEGINNING; THENCE WEST 480 FEET TO THE TRUE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBRV LEGAL SEC 32 TWS 35 N R 3 E SW QTR NW QTR

P35179
 11471 EARLE DR; MOUNT VERNON, WA 98273-7261

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35375989

 TROXEL
 13550332

WA

FIRST AMERICAN LENDERS ADVANTAGE
 DEED OF TRUST





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