

UNOFFICIAL



200801100052
Skagit County Auditor

1/10/2008 Page 1 of 5 10:47AM

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): THEODORE L FEENSTRA AND VICKI L FEENSTRA HUSBAND/WIFE
Grantee(s): US Bank, National Association N.D.
Legal Description: PTN NE 1/4 NE 1/4 SEC 23 T35N R4E W1M
Assessor's Property Tax Parcel or Account Number: P37222
Reference Numbers of Documents Assigned or Released:

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

ALS#:

DEED OF TRUST

Order#: 13682911

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 12/13/2007
..... The parties and their addresses are:

GRANTOR:
THEODORE L FEENSTRA AND VICKI L FEENSTRA HUSBAND/WIFE
AKA THEODORE FEENSTRA AND VICKI FEENSTRA

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

UNOFFICIAL DOCUMENT

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 as Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in SKAGIT at 703 Jones 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 \$ 43,000.00 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. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Borrower's Name(s): THEODORE FEENSTRA AND VICKI FEENSTRA HUSBAND AND WIFE

Note Date: 12/13/2007 Maturity Date: 12/12/2027

Principal/Maximum 43,000.00
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 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.

(page 2 of 3)



200801100052

Skagit County Auditor

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

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 200701190036 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.

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.

Theodore Feenstra 12-13-07 Theodore Feenstra 12-13-07
(Signature) THEODORE FEENSTRA (Date) (Signature) VICKI FEENSTRA (Date)
AKA THEODORE L FEENSTRA AKA VICKI L FEENSTRA

ACKNOWLEDGMENT:

STATE OF Washington, COUNTY OF Skagit } ss.
I certify that I know or have satisfactory evidence that
(Individual) THEODORE FEENSTRA AND VICKI FEENSTRA HUSBAND & WIFE 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.*AKA THEODORE L FEENSTRA AND VICKI L FEENSTRA

Dated: 12-13-07

My notary appointment expires: July 5, 2009

Cindy Perry
Notary Public in and for the State of Washington
Residing At: Lynn

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



EXHIBIT A

UNOFFICIAL

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE NORTH 88 DEGREES 20 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 23, 850.00 FEET TO A POINT WHICH IS SOUTH 88 DEGREES 20 MINUTES 47 SECONDS EAST, 463.00 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 1 DEGREE 39 MINUTES 13 SECONDS WEST AT RIGHT ANGLE TO SAID NORTH LINE, 447.38 FEET; THENCE NORTH 51 DEGREES 54 MINUTES 00 SECONDS WEST, PARALLEL TO THE F AND S GRADE ROAD, 186.13 FEET; THENCE NORTH 38 DEGREES 06 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE NORTH 19 DEGREES 44 MINUTES 02 SECONDS EAST, 52.69 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN TRACT OF LAND DEEDED TO DAVID L. GUSTAFSON AND FRANCES CHRISTINE GUSTAFSON BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 728094; THENCE NORTH 6 DEGREES 43 MINUTES 23 SECONDS EAST, 28.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 6 DEGREES 43 MINUTES 23 SECONDS EAST, 180.71 FEET TO AN INTERSECTION WITH THE SOUTHERLY MARGIN OF PUGET SOUND AND BAKER RIVER RAILROAD RIGHT-OF-WAY; THENCE SOUTH 88 DEGREES 20 MINUTES 47 SECONDS EAST ALONG SAID SOUTHERLY MARGIN, 88.92 FEET TO AN INTERSECTION WITH A LINE THAT IS PERPENDICULAR TO SAID NORTH LINE OF SECTION 23 AT A POINT THAT IS 870.00 FEET WEST OF SAID NORTHEAST CORNER OF SECTION 23 AND 443.00 FEET EAST OF SAID NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE SOUTH 1 DEGREE 39 MINUTES 13 SECONDS WEST ALONG SAID PERPENDICULAR LINE, 180.00 FEET TO A POINT THAT IS SOUTH 88 DEGREES 20 MINUTES 47 SECONDS EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 20 MINUTES 47 SECONDS WEST, 104.89 FEET TO THE TRUE POINT OF BEGINNING, (ALSO KNOWN AS TRACT 3 OF SEDRO WOOLLEY SHORT PLAT

13682911



200801100052
Skagit County Auditor

1/10/2008 Page

4 of

5 10:47AM

EXHIBIT A
(continued)

NO. 32-72, APPROVED MAY 31, 1972).

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

PTN NE 1/4 NE 1/4 SEC 23 T35N R4E WM

Permanent Parcel Number: P37222

THEODORE L. FEENSTRA, JR. AND VICKI L. FEENSTRA, HUSBAND AND WIFE

703 JONES ROAD, SEDRO WOOLLEY WA 98284

Loan Reference Number : 20073411433350/511832402

First American Order No: 13682911

Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE

 FEENSTRA
13682911

WA

FIRST AMERICAN LENDERS ADVANTAGE
DEED OF TRUST





200801100052
Skagit County Auditor
1/10/2008 Page 5 of 5 10:47AM