



200801140077

Skagit County Auditor

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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): JOHN SIMMONS SINGLE

Grantee(s): US Bank, National Association N.D.

Legal Description: PTN GOVT Lot 2 SEC. 12 T34N R3E WM

Assessor's Property Tax Parcel or Account Number: P21584

Reference Numbers of Documents Assigned or Released:

P21584

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

ALS#:

Order#: 13628044

DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 12/17/2007.....
..... The parties and their addresses are:

GRANTOR:

JOHN SIMMONS SINGLE

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

The property is located in SKAGIT at 17687 BENNETT RD
(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 \$ 25,000.00. 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): JOHN SIMMONS

Note Date: 12/17/2007

Maturity Date: 12/16/2022

Principal/Maximum 25,000.00

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.

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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.

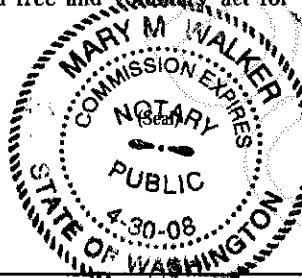
(Signature) John Simmons (Date) 12/17/07 (Signature) (Date)

ACKNOWLEDGMENT:

(Individual) STATE OF Washington, COUNTY OF Skagit } ss.
I certify that I know or have satisfactory evidence that JOHN SIMMONS 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: 12-17-07

My notary appointment expires: 4-30-08



Mary Walker
Notary Public in and for the State of Washington,
Residing At Mount Vernon
wa 98274

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

THAT PORTION OF GOVERNMENT LOT 2, IN SECTION 12, IN SECTION 12, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID LOT, 206.4 FEET EAST OF THE NORTHWEST CORNER THEREOF;
THENCE NORTH 86 DEGREES 18 MINUTES EAST ALONG THE NORTH LINE OF SAID LOT, 325.7 FEET;
THENCE SOUTH 25 DEGREES 44 MINUTES EAST 198.6 FEET;
THENCE SOUTH 50 DEGREES 10 MINUTES WEST, 291.9 FEET TO THE WEST LINE OF STATE STREET AS SHOWN ON THE "PLAT OF RIVER VIEW, TOWN OF AVON," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 21, RECORDS OF SKAGIT COUNTY, WASHINGTON.
THENCE NORTH 28 DEGREES 34 MINUTES WEST ALONG THE WEST LINE OF SAID STREET PRODUCED, 392.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON

ABBRV. LEGAL:

PTN GOVT LOT 2 SEC 12 T34N R3E WM

Permanent Parcel Number: P21584
JOHN SIMMONS, A SINGLE PERSON

17687 BENNETT ROAD, MOUNT VERNON WA 98273
Loan Reference Number : 20073321615220/511836539
First American Order No: 13628044
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 SIMMONS
13628044

FIRST AMERICAN LENDERS ADVANTAGE
DEED OF TRUST



When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FT1120



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