



200801180107

Skagit County Auditor

1/18/2008 Page

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4 11:26AM

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): RANDY J WILLIS AND KELLY M WILLIS HUSBAND/WIFE

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

Legal Description: Lot 13 Acres 0.22 Meisen Park

Assessor's Property Tax Parcel or Account Number: P120013

Reference Numbers of Documents Assigned or Released:

State of Washington

Space Above This Line For Recording Data

ALS#: 511 837120

Order#: 13720521

DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 12/19/2007.....
..... The parties and their addresses are:

GRANTOR:

RANDY J WILLIS AND KELLY M WILLIS HUSBAND/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 as Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in SKAGIT at 1061 Opal Ln
(County)
(Address) BURLINGTON (City) Washington 98233 (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 \$ 80,000.00. 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): RANDY WILLIS AND KELLY WILLIS

husband/wife

Note Date: 12/19/2007

Maturity Date: 12/23/2027

Principal/Maximum 80,000.00

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.

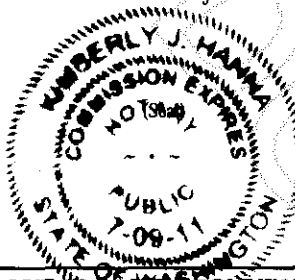
Randy Willis 12-19-07 *Kelly Willis* 12-19-07
(Signature) RANDY WILLIS (Date) (Signature) KELLY WILLIS (Date)

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit ss.
(Individual) I certify that I know or have satisfactory evidence that Randy Willis and Kelly Willis 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: 12/19/07

My notary
appointment expires:
7/19/11



Kimberly J. Hanna
Notary Public in and for the State of Washington,
Residing At: MA 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

A PARCEL OF LAND SITUATED IN THE STATE OF WASHINGTON, COUNTY OF
SKAGIT, WITH A STREET LOCATION ADDRESS OF 1061 OPAL LN;
BURLINGTON, WA 98233-3047 CURRENTLY OWNED BY RANDY J WILLIS AND
KELLY M WILLIS HAVING A TAX IDENTIFICATION NUMBER OF P120013 AND
FURTHER DESCRIBED AS NIELSEN PARK, LOT 13, ACRES 0.22, (DK12) . .


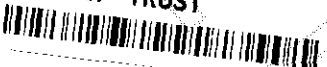
P120013


1061 OPAL LN; BURLINGTON, WA 98233-3047

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35668589/f

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 WILLIS
13720521
WA
FIRST AMERICAN LENDERS ADVANTAGE
DEED OF TRUST



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