

5 10:58AM

Recording Requested by & When Recorded Return To.
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117

This Space Provided for Recorder's Use

When Recorded Return To: U.S. Recordings, Inc. 2925 Country Drive, Suite 201 St. Paul, MN 55117

Document Title(s): Deed of Trust

Grantor(s): BRAD WILSON AND HEATHER WILSON, HUSBAND AND WIFE

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

Legal Description: LOT 3 5P 99 - 78 BK 5 PG 95 A'S 8107090010 PTN

Assessor's Property Tax Parcel or Account Number: P112716

- see pg. 5

- Space Above This Line For Recording Data ---

Reference Numbers of Documents Assigned or Released:

State of Washington —

## DEED OF TRUST

(With Future Advance Clause)

DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 02/08/2008

#### GRANTOR:

BRAD WILSON AND HEATHER WILSON, HUSBAND AND WIFE

	If checked,	refer	to	the	attached	Addendum	incorporated	herein,	for	additional	Grantors,	their
_	signatures a	nd ack	nov	vled	gments.				445			

#### 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

WASHINGTON - DEED OF TRUST
(NOT FOR FNMA, FHLMC, FHA OR VA USE; NOT FOR USE WITH PROPERTY USED FOR AGRICULTURAL OR FARMING PURPOSES)

1994 Wolters Kluwer Financial Services - Bankers Systems\* Form USBREDTSFWA 9/12/2006

(page 1 of 3)

13898694

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	a	29614 Lym	an Hamilton Hwy
	(County)		
<u></u>	SEDRO WOOLLEY	Washington	98284
(Address)	(City)	J	(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").

- 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): BRAD WILSON AND HEATHER WILSON HUMWING

Note Date:

02/08/2008

Maturity Date: / 02/29/2028

Principal/Maximum 90,000.00

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)

\_ 1994 Wolters Kluwer Financial Services - Bankers Systems\* Form USBREDTSFWA 9/12/2006



3/6/2008 Page

2 of

5 10:58AM

This Security Instrument will not secure any other debt if Lender fails right of rescission.	to give any required notice of the
5. MASTER FORM. By the delivery and execution of this Security In provisions and sections of the Deed Of Trust master form (No. 01/19/2007 8:10 am	Master Form), inclusive, dated N/A or County, Washington, rn, this Security Instrument. This
SIGNATURES: By signing below, Grantor agrees to the terms and cov Instrument and in any attachments. Grantor also acknowledges receipt of a on the date stated on page 1 and a copy of the provisions contained in the pro-	copy of this Security Instrument
Broluler 215/05 Libitaria (Signature) BRAD WILSON (Date) (Signature) HEATHE	Dilbon 2/8/08 R WILSON (Date)
ACKNOWLEDGMENT COUNTY OF	racint in
STATE OF	WIF4s/are the individual(s) who
appeared before me, and said individual(s) acknowledged that s and acknowledged it to be a free and voluntary act for the use	he/he/they signed this instrument
instrument.	c 1
Dated: 25008 Notary Residi	Public in and for the State of Washington,
My notary William Allows	ilemon wa
appointment expires:	
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 Dectogether with all other indebtedness secured by this Deed of Trust, have directed to cancel this Deed of Trust, which is delivered hereby, and to the estate now held by you under this Deed of Trust to the person or person.	reconvey, without warranty, all
(Authorized Bank Signature)	Date
This instrument was prepared by	
1100 Superior Avenue, Suite 210	
Cleveland, OH 44114	

1994 Wolters Kluwer Financial Services - Bankers Systems\* Form USBREDTSFWA 9/12/2006

(page 3 of 3)



3/6/2008 Page

3 of

5 10:58AM

### ALL-PURPOSE ACKNOWLEDGEMENT

# STATE OF WOShington COUNTY OF SPRONT



On before me, , a Notary Public, 2/8/08(DATE) Kimber Ly Hanna

personally appeared, , , Heathermanismers)

personally known to me OR



evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the which the person(s) acted, executed the instrument.

proved to me on the basis of satisfactory

WITNESS my hand and official seal.

KIMBERLY J. HANNA Notary Public State of Washington commission expires: 07/09/2011

homberly & Harra NOTARY SIGNATURE

My Commission Expires:

200803060075 Skagit County Auditor

3/6/2008 Page

4 of

5 10:58AM

#### EXHIBIT A

LOT 3, SHORT PLAT NUMBER 99-78, APPROVED JUNE 17, 1981, RECORDED JULY 9, 1981 IN BOOK 5 OF SHORT PLATS, PAGE 95, UNDER AUDITOR'S FILE NO. 8107090010 AND BEING A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, TOGETHER WITH AN EASEMENT FOR ROAD AND UTILITIES OVER AND ACROSS MINKLER LANE AND LAKEVIEW LANE AS SHOWN ON THE FACE OF SAID SHORT PLAT.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

LOT 3 SP 99-78 BK 5 PG 95 A S 8107090010 PTN WEST 1/2 NE 1/4 SEC 13 T35N R5E WM

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO BRAD WILSON AND HEATHER WILSON, HUSBAND AND WIFE FROM MAX SAXTON AND SALLY L. SAXTON, HUSBAND AND WIFE BY DEED DATED 07/07/03 AND RECORDED 07/08/03 IN INSTRUMENT NO. 200307080143, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P112716
BRAD WILSON AND HEATHER WILSON, HUSBAND AND WIFE

29614 LYMAN HAMILTON HIGHWAY, SEDRO WOOLLEY WA 98284

Loan Reference Number : 20080221403510 First American Order No: 13898694

Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE

U43974153-01FB05

DEED OF TRUST

US Recordings

200803060075 Skagit County Auditor

3/8/2008 Page

5 of

510:58AM