



200804140194

Skagit County Auditor

4/14/2008 Page 1 of 6 10:09AM

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Document Title(s): Deed of Trust

Grantor(s): JACK A. BURNS AND SHEENA K. BURNS, HUSBAND AND WIFE

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

Legal Description: *PTN S 1/2 GL 7 Sec 6 T36N R43W P1. Legal on 895*

Assessor's Property Tax Parcel or Account Number: P107975

Reference Numbers of Documents Assigned or Released:

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

ALS#: ~~XXXXXXXXXX~~

DEED OF TRUST
(With Future Advance Clause) *44578909*

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 03/17/2008.....
..... The parties and their addresses are:

GRANTOR:
JACK A. BURNS AND SHEENA K. BURNS, HUSBAND AND 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

JB *SK* (page 1 of 3)

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 18219 Marriott Ln
(County)
BELLINGHAM, Washington 98229
(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 \$ 300,000.00. 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): JACK A. BURNS AND SHEENA K. BURNS, HUSBAND AND WIFE

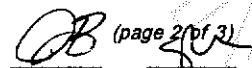
Note Date: 03/17/2008

Maturity Date: 03/16/2038

Principal/Maximum 300,000.00

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)

13909828



200804140194

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 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.

Jack A. Burns
(Signature) JACK A. BURNS (Date) 3/11/08

Sheena K. Burns
(Signature) SHEENA K. BURNS (Date) 3/11/08

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.
(Individual) I certify that I know or have satisfactory evidence that JACK A. BURNS AND SHEENA K. BURNS, HUSBAND AND WIFE 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: _____

(Seal)

Notary Public in and for the State of Washington,
Residing At: _____

My notary
appointment expires: _____

This instrument was prepared by.....
First American
1100 Superior Avenue, Suite 210
Cleveland, OH 44114



200804140194
Skagit County Auditor

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Washington

COUNTY OF Whatcom

CUSTOMER NAME Jack Burns, Sheena Burns

On 3/17/2008 before me, Bryan J. Oen, a Notary Public,
(DATE)

personally appeared, Jack Burns
Sheena Burns
Husband and wife

 personally known to me OR proved to me on the basis of satisfactory 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.



WITNESS my hand and official seal.

Bryan J. Oen
NOTARY SIGNATURE
BRYAN J. OEN

My Commission Expires: Nov. 20th 2010



EXHIBIT A

THAT PORTION OF THE SOUTH HALF OF GOVERNMENT LOT 7, SECTION 6, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING EASTERLY OF FRIDAY CREEK

EXCEPT THAT PORTION OF THE SOUTH HALF OF GOVERNMENT LOT 7, SECTION 6, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 7 AT THE INTERSECTION WITH THE CENTER OF FRIDAY CREEK; THENCE EAST ALONG THE SOUTH OF LINE OF GOVERNMENT LOT 7 TO A POINT WHICH IS 30 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 1 IN SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 30 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF GOVERNMENT LOT 7 TO THE INTERSECTION WITH THE CENTERLINE OF FRIDAY CREEK AT A POINT 30 FEET NORTH OF THE SOUTH LINE OF SAID GOVERNMENT LOT 7; THENCE SOUTHERLY ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

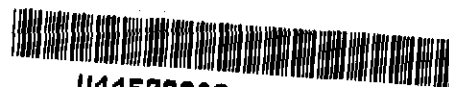
ABBRV LEGAL

PTN S 1/2 GL 7 SEC 6 T36N R4E WM

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JACK A. BURNS AND SHEENA K. BURNS, HUSBAND AND WIFE FROM LAWRENCE E. HANSEN AND BERNICE T. HANSEN, HUSBAND AND WIFE BY DEED DATED 07/18/96 AND RECORDED 08/15/96 IN INSTRUMENT NO. 9608150050, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P107975

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DEED OF TRUST

US Recordings



200804140194

Skagit County Auditor

4/14/2008 Page

5 of

6 10:09AM

EXHIBIT A
(continued)

JACK A. BURNS AND SHEENA K. BURNS, HUSBAND AND WIFE

18219 MARRIOTT LANE, BELLINGHAM WA 98229
Loan Reference Number : 20080231237500
First American Order No: 13909828
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



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