



200805010077

Skagit County Auditor

5/1/2008 Page 1 of 5 11:37AM

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Document Title(s) Deed of Trust
Grantor(s) PERRY HIGMAN AND SANDRA HIGMAN

Grantee(s) U.S. Bank National Association N.D.
Legal Description *PTN GOVT. LOT 1, SEC. 35, T36N, R1E LWM, Full Legal*
Assessor's Property Tax Parcel or Account Number *P77594 Pg. 4*
Reference Numbers of Documents Assigned or Released

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

ALS#: *44935072*

~~XXXXXXXXXXXXXXXXXXXX~~
DEED OF TRUST
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is *04/05/2008*.....
..... The parties and their addresses are:

GRANTOR:
PERRY HIGMAN AND SANDRA HIGMAN *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 in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in 5019 TOTEM TRL Skagit at 5019 Totem Trl
(County) Address
Skagit ANACORTES, Washington 98221
(Address) County (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 \$ 200,000.00. 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. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

Borrower's Name(s): PERRY HIGMAN AND SANDRA HIGMAN

Note Date: 04/05/2008 Maturity Date: 04/10/2033

Principal/Maximum 200,000.00

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 other 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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In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

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 200701190037 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.

6. 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) *[Signature]* PERRY HIGMAN (Date) 4/5/08 (Signature) *[Signature]* SANDRA HIGMAN (Date) 4/5/08

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that PERRY HIGMAN AND SANDRA HIGMAN 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.

Dated: 4/5/08

My notary appointment expires: 1/24/09

Notary Public in and for the State of Washington, Residing at: Quincy WA
Melanie R. Fuller
MY COMMISSION EXPIRES JANUARY 24, 2009

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



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EXHIBIT A

UNOFFICIAL COMMENT

PARCEL A: THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT THE NORTHEAST CORNER OF LOT 17 OF THE PLAT OF POTLATCH BEACH DIV. NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 8 AND 9, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 35 TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 35; THENCE SOUTH FOLLOWING SAID NORTH AND SOUTH CENTER LINE OF SAID SECTION FOR A DISTANCE OF 85 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO THE SOUTHEAST CORNER OF SAID LOT 17 OF THE PLAT OF POTLATCH BEACH DIV. NO. 2; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 17 TO THE POINT OF BEGINNING. PARCEL B: LOT 17, PLAT OF POTLATCH BEACH DIV. NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 8 AND 9, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH AN UNDIVIDED 1/75 INTEREST IN THAT PORTION OF LOTS 19 TO 56, INCLUSIVE, PLAT OF POTLATCH BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 10, RECORDS OF SKAGIT COUNTY, LYING BELOW THE LINE OF EXTREME HIGH TIDE, AND IN TIDELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON, SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING UPON SAID LOTS 19 TO 56, INCLUSIVE. ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS TO THE BEACH OVER AND ACROSS LOT 19 AND THE WESTERLY 20 FEET OF LOTS 20 AND 21, IN SAID PLAT OF POTLATCH BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 10, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P77594
PERRY C. HIGMAN & SANDRA J. HIGMAN, HUSBAND AND WIFE

5019 TOTEM TRAIL, ANACORTES WA 98221

14290807 -14-



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EXHIBIT A
(continued)

Loan Reference Number : 20080701839270
First American Order No: 14290807
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



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DEED OF TRUST

US Recordings



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