



200806030041

Skagit County Auditor

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5 10:04AM

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Document Title(s) Deed of Trust

Grantor(s) R. JOSEPH BEST AND DIANE M. BEST, HUSBAND AND WIFE

Grantee(s) U.S. Bank National Association N.D.

Legal Description *Lot 42 Plat. P. Easement Phase 1A Vol 15 Pgs 130-146. Legal on 894.*

Assessor's Property Tax Parcel or Account Number P104309

Reference Numbers of Documents Assigned or Released

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

ALS#: ~~XXXXXXXXXXXX~~ **DEED OF TRUST** *45488016*
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 04/29/2008.....
..... The parties and their addresses are:

GRANTOR:

R. JOSEPH BEST AND DIANE M. BEST, 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

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 SKAGIT at 4812 NEW WOODS PL
(County)
MOUNT VERNON, Washington 98274
(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 \$ 115,000.00. 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): R JOSEPH BEST AND DIANE BEST

Note Date: 04/29/2008

Maturity Date: 04/29/2033

Principal/Maximum 115,000.00

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.

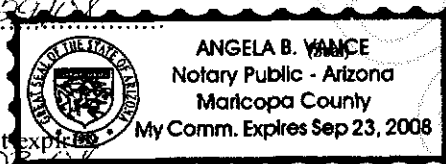
(Signature) R. Joseph Best (Date) _____ (Signature) Diane M. Best (Date) _____

ACKNOWLEDGMENT

STATE OF Arizona COUNTY OF Maricopa } ss.
(Individual) I certify that I know or have satisfactory evidence that R JOSEPH BEST AND DIANE BEST husband and wife
M 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: 4/15/2008

My notary appointment expires Sept 23, 2008



Angela B. Vance
Notary Public in and for the State of Washington, Arizona
Residing At:

13753 W. Bell Rd Ste 1
Surprise, AZ 85374
US Bank
Angela B. Vance

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



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EXHIBIT A

LOT 42 OF THE PLAT OF EAGLEMONT, PHASE 1A, RECORDED JANUARY 25, 1994, IN VOLUME 15 OF PLATS, PAGES 130 TO 146, UNDER AUDITOR'S FILE NUMBER 9401250031.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 42, OF THE PLAT OF EAGLEMONT, PHASE 1A, RECORDED JANUARY 25, 1994, IN VOLUME 15 OF PLATS, PAGES 130 TO 146, UNDER AUDITOR'S FILE NUMBER 9401250031, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 37 MINUTES 13 SECONDS EAST A DISTANCE OF 69.55 FEET TO A POINT WHICH LIES SOUTH 1 DEGREES 15 MINUTES 52 SECONDS WEST FROM THE SOUTHEAST CORNER OF SAID LOT 42;
THENCE NORTH 89 DEGREES 37 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 42 A DISTANCE OF 49.76 FEET;
THENCE SOUTH 45 DEGREES 52 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF LOT 42 A DISTANCE OF 28.14 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 9287 SQUARE FEET, MORE OR LESS.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

LOT 42 PLAT OF EAGLEMONT PHASE 1A VOL 15 PGS 130-146 A'S
9401250031

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO R. JOSEPH BEST AND DIANE M. BEST, HUSBAND AND WIFE FROM SEA-VAN INVESTMENTS ASSOCIATES BY DEED DATED 05/01/97 AND RECORDED 05/05/97 IN

14349149



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EXHIBIT A
(continued)

INSTRUMENT NO. 9705050059, PAGE N/A IN THE LAND RECORDS OF
SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P104309
R. JOSEPH BEST AND DIANE M. BEST, HUSBAND AND WIFE

4812 NEW WOODS PLACE, MOUNT VERNON WA 98274
Loan Reference Number : 20080791522180
First American Order No: 14349149
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



U45488016-01FB05

DEED OF TRUST

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