



200806030042

Skagit County Auditor

6/3/2008 Page

1 of

6 10:04AM

Recording Requested by &  
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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) ERIC O. MARQUIS AND HEREDITY A. MARQUIS, HUSBAND AND WIFE

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

Legal Description SE 1/4 NE 1/4 SW 1/4 Sec 4 T33N R4EWM. Legated pg 5.

Assessor's Property Tax Parcel or Account Number P99285

Reference Numbers of Documents Assigned or Released

State of Washington

Space Above This Line For Recording Data

ALS#:

~~XXXXXXXXXXXX~~

## DEED OF TRUST

(With Future Advance Clause)

45493126

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 05/01/2008.....  
..... The parties and their addresses are:

## GRANTOR:

ERIC O. MARQUIS AND HEREDITY A. MARQUIS, 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

WASHINGTON - HOME EQUITY LINE OF CREDIT DEED OF TRUST

(NOT FOR FNMA, FHLMC, FHA OR VA USE; NOT FOR USE WITH PROPERTY USED FOR AGRICULTURAL PURPOSES)

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1994 Wolters Kluwer Financial Services - Bankers Systems Form USBREDTSFWA 1/25/2008

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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 18756 CASCADE RIDGE CT.  
(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 \$ 105,000.00. 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): ERIC MARQUIS AND HEREDITY MARQUIS

Note Date: 05/01/2008

Maturity Date: 05/01/2033

Principal/Maximum 105,000.00

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.

Eric O. Marquis 5/1/08 Heredité Marquis 5/1/08  
(Signature) ERIC O. MARQUIS (Date) (Signature) HEREDITY MARQUIS (Date)

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit } ss.  
(Individual) I certify that I know or have satisfactory evidence that ERIC MARQUIS AND HEREDITY MARQUIS Husband and 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: 5/1/08

My notary  
appointment expires  
12/10/2011

Notary Public  
State of Washington  
KARA V SIEMS  
My Appointment Expires Dec 10, 2011

Kara V Siems  
Notary Public in and for the State of Washington,  
Residing At: Bellingham, WA

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



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ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Washington

ACCOUNT # 3000639740

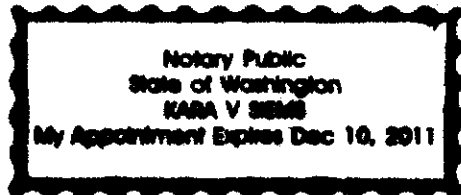
COUNTY OF Skagit

On May 1<sup>st</sup> 2008 before me, Kara Siems, a Notary Public,  
(DATE)

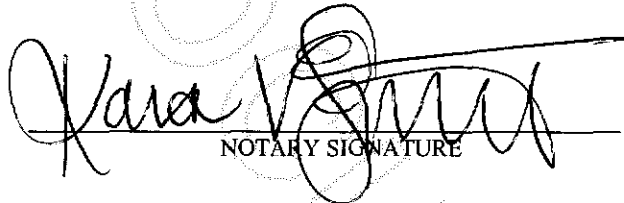
personally appeared, Eric and Heredity Marquis,  
(SIGNERS)

\_\_\_ 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.

  
NOTARY SIGNATURE

My Commission Expires: 12/10/2011



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EXHIBIT A

PARCEL A:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 4  
EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE NORTH 330.00 FEET THEREOF;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE  
FOLLOWING DESCRIBED LINE;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 330 FEET OF  
SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER;  
THENCE SOUTH 88 DEGREES 55 MINUTES 02 SECONDS EAST 545.51  
FEET ALONG THE SOUTH LINE THEREOF TO THE POINT OF BEGINNING;  
THENCE SOUTH 23 DEGREES 10 MINUTES 40 SECONDS WEST 214.69  
FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A  
RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 14 DEGREES  
38 MINUTES 24 SECONDS AN ARC DISTANCE OF 135.42 FEET TO THE  
SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER  
OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 33, RANGE 4  
EAST OF THE WILLAMETTE MERIDIAN, AND THE TERMINUS OD SAID  
LINE.

PARCEL B:

THE SOUTH 5 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER  
OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 33 NORTH,  
RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

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EXHIBIT A  
(continued)

ABBRV LEGAL

PTN SEC 4 T33N R4E WM

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO ERIC O.  
MARQUIS AND HEREDITY A. MARQUIS, HUSBAND AND WIFE FROM LARRY  
K. CLARK AND MARY S. CLARK, HUSBAND AND WIFE BY DEED DATED  
07/21/04 AND RECORDED 08/10/04 IN INSTRUMENT NO.  
200408100143, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY,  
WASHINGTON.

Permanent Parcel Number: P99285  
ERIC O. MARQUIS AND HEREDITY A. MARQUIS, HUSBAND AND WIFE

18756 CASCADE RIDGE COURT, MOUNT VERNON WA 98274  
Loan Reference Number : 20081061906090  
First American Order No: 37135484  
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



**U45493126-01F806**

DEED OF TRUST

US Recordings



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