



200806110008  
Skagit County Auditor

6/11/2008 Page 1 of 5 9:45AM

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Document Title(s) Deed of Trust

Grantor(s) B. MICHAEL MATHESON AND BARBARA L. MATHESON

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

Legal Description *ETA BIK 218 City of Fidalgo, Skagit county + territory*

Assessor's Property Tax Parcel or Account Number P73331 *of Washington Vol 2 pg 113*

Reference Numbers of Documents Assigned or Released

State of Washington \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

ALS#:



DEED OF TRUST  
(With Future Advance Clause)

45627736

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 05/07/2008.....  
..... The parties and their addresses are:

GRANTOR:

B. MICHAEL MATHESON AND BARBARA L. MATHESON *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 (County) at 15203 GIBRALTER RD (Address), ANACORTES (City), Washington 98221 (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 \$ 250,000.00. 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): B MICHAEL MATHESON AND BARBARA MATHESON

Note Date: 05/07/2008 Maturity Date: 05/06/2033

Principal/Maximum 250,000.00
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.

*B. Michael Matheson* 5/7/08 (Signature) B. MICHAEL MATHESON (Date)  
*Barbara L Matheson* 5-7-08 (Signature) BARBARA L. MATHESON (Date)

ACKNOWLEDGMENT:

STATE OF *Washington*, COUNTY OF *Skagit* ) ss.  
 I certify that I know or have satisfactory evidence that *B MICHAEL MATHESON AND BARBARA MATHESON 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: *5/7/08*

My notary appointment expires: *1/24/09*

*Melanie R. Fuller*  
 Notary Public in and for the State of Washington,  
 Residing At *Quincy, WA*  
 Notary Seal:  
 Notary Public  
 State of Washington  
 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  
THAT PORTION OF BLOCK 218 AND OF VACATED FIRST STREET AND WALLA WALLA STREET IN THE "CITY OF FIDALGO, SKAGIT COUNTY AND TERRITORY OF WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 113, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF SECOND STREET 230 FEET EAST OF THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE WITH THE CENTER LINE OF SECOND STREET; THENCE SOUTH 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 100 FEET; MORE OR LESS, TO THE CENTER LINE OF VACATED WALLA WALLA STREET; THENCE SOUTH TO THE MEANDER LINE OF SIMILK BAY; THENCE NORTHWESTERLY ALONG THE SAID MEANDER LINE TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING NORTH OF THE NORTH LINE OF VACATED FIRST STREET;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON, EXTENDING TO THE LINE OF MEAN LOW TIDE, LYING IN FRONT OF AND ADJACENT TO THE PROPERTY ABOVE DESCRIBED;

SUBJECT TO RIGHT IN THE GENERAL PUBLIC TO THE UNRESTRICTED USE OF ALL THE WATERS OF A NAVIGABLE BODY OF WATER NOT ONLY FOR THE PRIMARY PURPOSE OF NAVIGATION, BUT ALSO FOR COROLLARY PURPOSES; INCLUDING (BUT NOT LIMITED TO) FISHING, BOATING, BATHING, SWIMMING, WATER SKIING AND OTHER RELATED RECREATIONAL PURPOSES, AS THOSE WATERS MAY AFFECT THE TIDELANDS, SHORELANDS, OR ADJOINING UPLANDS AND WHETHER THE LEVEL OF THE WATER HAS BEEN RAISED NATURALLY OR ARTIFICIALLY TO A MAINTAINED OR FLUCTUATING LEVEL, ALL AS FURTHER DEFINED BY THE DECISIONAL LAW OF THIS STATE (AFFECTS ALL OF THE PREMISES SUBJECT TO SUCH SUBMERGENCE);

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS

14519803



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EXHIBIT A  
(continued)

AND APPURTENANCES THEREUNTO BELONGING OR IN ANY WISE  
APPERTAINING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

PTN BLK 218 CITY OF FIDALGO, SKAGIT COUNTY AND TERRITORY OF  
WASHINGTON VOL 2 PG 113

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO B. MICHAEL  
MATHESON AND BARBARA L. MATHESON, HUSBAND AND WIFE FROM  
FRANK SANFORD A/K/A ADELBERT FRANK SANFORD AND BARBARA  
SANFORD, HUSBAND AND WIFE BY DEED DATED 08/12/77 AND  
RECORDED 08/12/77 IN INSTRUMENT NO. 862577, PAGE N/A IN THE  
LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P73331  
B. MICHAEL MATHESON AND BARBARA L. MATHESON, HUSBAND AND WIFE

15203 GIBRALTER ROAD, ANACORTES WA 98221  
Loan Reference Number : 20080961135440  
First American Order No: 14519803  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



**U45627736-01F905**

DEED OF TRUST

US Recordings



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