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Skagit County Auditor

7/9/2008 Page 1 of 6 2:55PM

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Document Title(s) Deed of Trust

Grantor(s) MICHAEL R. OVENELL AND NOLA JEAN OVENELL, HUSBAND AND WIFE

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

Legal Description N 1/2, SE 1/4, NE 1/4 Sec 33 Tws 36N R6 4 E, Willamette Meridian, pg 4

Assessor's Property Tax Parcel or Account Number P50588

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)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 05/30/2008
..... The parties and their addresses are:

GRANTOR:

MICHAEL R. OVENELL AND NOLA JEAN OVENELL, 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)

1994 Wolters Kluwer Financial Services - Bankers Systems Form USBREDT5FWA 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 5277 WILDLIFE ACRES LN.
(County)
SEDRO WOOLLEY, Washington 98284
(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 \$ 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): MICHAEL OVENELL AND NOLA OVENELL

Note Date: 05/30/2008

Maturity Date: 06/10/2033

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.

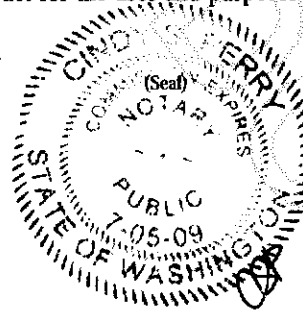
Michael R. Ovenell 5/30/08 *Nola J. Ovenell 5/30/08*
 (Signature) MICHAEL R. OVENELL (Date) (Signature) NOLA J. OVENELL (Date)

ACKNOWLEDGMENT

STATE OF *Washington* COUNTY OF *Skagit* } ss.
 I certify that I know or have satisfactory evidence that
 (Individual) MICHAEL OVENELL AND NOLA OVENELL *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: *5-30-08*

My notary appointment expires:
July 5, 2009



Cindy Perry
 Notary Public for and for the State of Washington,
 Residing At:
Sedro-Woolley
Cindy Perry

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 THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, SAID CORNER LYING SOUTH 0 DEGREES 08 MINUTES 06 SECONDS EAST 2643.29 FEET FROM THE QUARTER CORNER OF COMMON TO SECTIONS 27 AND 28 AND NORTH 85 DEGREES 33 MINUTES 55 SECONDS EAST 2543.34 FEET FROM THE QUARTER CORNER OF COMMON TO SECTIONS 28 AND 33; THENCE SOUTH 2 DEGREES 32 MINUTES 53 SECONDS WEST 331.51 FEET TO THE NORTHEASTERLY TERMINUS OF THE EASEMENT CENTERLINE RECORDED UNDER AUDITOR'S FILE NUMBER 773111, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTHWESTERLY ALONG SAID EASEMENT CENTERLINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 51 DEGREES 11 MINUTES 53 SECONDS WEST 222.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1250.00 FEET, THROUGH AN ARC OF 6 DEGREES 25 MINUTES 50 SECONDS, A DISTANCE OF 140.29 FEET; THENCE SOUTH 57 DEGREES 37 MINUTES 43 SECONDS WEST 160.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 228.71 FEET, THROUGH AN ARC OF 29 DEGREES 24 MINUTES 00 SECONDS, A DISTANCE OF 117.36 FEET; THENCE SOUTH 87 DEGREES 01 MINUTE 43 SECONDS WEST 28.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 379.53 FEET, THROUGH AN ARC OF 17 DEGREES 58 MINUTES 02 SECONDS, A DISTANCE OF 119.02 FEET; THENCE NORTH 75 DEGREES 00 MINUTES 15 SECONDS WEST 125.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 82.94 FEET, THROUGH AN ARC OF 71 DEGREES 45 MINUTES 51 SECONDS A DISTANCE OF 103.89 FEET; THENCE SOUTH 33 DEGREES 13

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EXHIBIT A
(continued)

MINUTES 54 SECONDS WEST 47.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 64.40 FEET, THROUGH AN ARC OF 90 DEGREES 31 MINUTES 55 SECONDS, A DISTANCE OF 101.76 FEET; THENCE SOUTH 57 DEGREES 18 MINUTES 01 SECOND EAST 64.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 707.17 FEET, THROUGH AN ARC OF 8 DEGREES 05 MINUTES 19 SECONDS, A DISTANCE OF 99.83 FEET; THENCE SOUTH 49 DEGREES 12 MINUTES 42 SECONDS EAST 162.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 96.00 FEET, THROUGH AN ARC OF 86 DEGREES 15 MINUTES 18 SECONDS, A DISTANCE OF 144.65 FEET; THENCE SOUTH 37 DEGREES 02 MINUTES 36 SECONDS WEST 381.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 614.32 FEET, THROUGH AN ARC OF 11 DEGREES 09 MINUTES 24 SECONDS, A DISTANCE OF 119.62 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES 12 SECONDS WEST 59.61 FEET; THENCE SOUTH 84 DEGREES 09 MINUTES 27 SECONDS EAST 405.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84 DEGREES 09 MINUTES 27 SECONDS EAST 312.61 FEET TO THE SOUTHEASTERLY TERMINUS OF SAID EASEMENT; THENCE CONTINUE SOUTH 84 DEGREES 09 MINUTES 27 SECONDS EAST 315 FEET, MORE OR LESS, TO THE EAST LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, AS ESTABLISHED BY AN EXISTING FENCE LINE; THENCE SOUTHERLY ALONG SAID EAST LINE, A DISTANCE OF 345 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, AS ESTABLISHED BY AN EXISTING FENCE LINE; THENCE WESTERLY ALONG SAID FENCE LINE, A DISTANCE OF 645 FEET, MORE OR LESS, TO A LINE WHICH BEARS SOUTH 0 DEGREES 30 MINUTES 00 SECONDS EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 30 MINUTES 00 SECONDS WEST 415 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

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EXHIBIT A
(continued)

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

PTN SEC 33 T36N R4E WM

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO MICHAEL R. OVENELL AND NOLA JEAN OVENELL, HUSBAND AND WIFE FROM ARTHUR HETTERLEY AND FRANCES HETTERLEY, HUSBAND AND WIFE BY DEED DATED 05/23/88 AND RECORDED 05/25/88 IN INSTRUMENT NO. 8805250067, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P50588
MICHAEL R. OVENELL AND NOLA JEAN OVENELL, HUSBAND AND WIFE

5277 WILDLIFE ACRES LANE, SEDRO WOOLLEY WA 98284
Loan Reference Number : 20081081506540
First American Order No: 37191643
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



U46027290-01F806

DEED OF TRUST

US Recordings

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