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200807160086  
Skagit County Auditor

7/16/2008 Page 1 of 5 11:34AM

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2925 Country Drive, Suite 201, St. Paul, MN 55117~~

Document Title(s) Deed of Trust  
Grantor(s) ROBERT SCHMITT AND JANE SCHMITT, HUSBAND AND WIFE

Grantee(s) U.S. Bank National Association N.D.  
Legal Description *Lot 5 Big Lake Heights Vol 16 Pg 116, Legal on pg 5.*  
Assessor's Property Tax Parcel or Account Number P109279  
Reference Numbers of Documents Assigned or Released

State of Washington \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_  
ALS#: ~~0000000000~~ <sup>5</sup> DEED OF TRUST 46085467  
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 06/11/2008.....  
..... The parties and their addresses are:

GRANTOR:  
ROBERT SCHMITT AND JANE SCHMITT, 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 23443 SHERRY LN  
(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 \$ 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): ROBERT SCHMITT AND JANE SCHMITT

Note Date: 06/11/2008

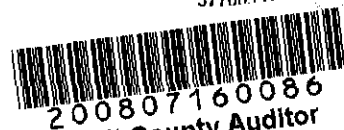
Maturity Date: 06/15/2033

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.

*Robert Schmitt* 6/11/08 (Signature) ROBERT SCHMITT (Date) *Jane L. Schmitt* 6/11/08 (Signature) JANE SCHMITT (Date)

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit } ss.  
(Individual) I certify that I know or have satisfactory evidence that ROBERT SCHMITT AND JANE SCHMITT - 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.

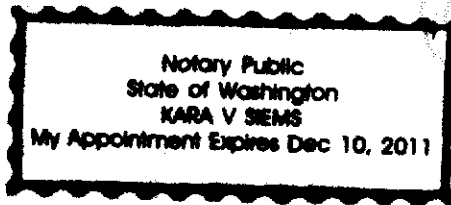
Dated: 6/11/08

(Seal)

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

Bellingham, WA

My notary appointment expires: 12/10/2011



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



ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Washington

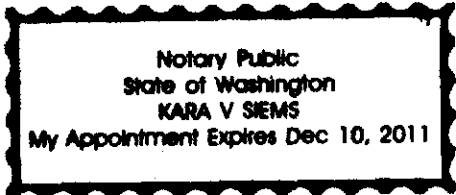
ACCOUNT # 3000652424

COUNTY OF Skagit

On June 11<sup>th</sup> 2008 before me, Kara Siems, a Notary Public,  
(DATE)

personally appeared, Robert and Jane Schmitt, *- husband & wife*  
(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.

*Kara V Siems*  
NOTARY SIGNATURE

My Commission Expires: 12/10/2011



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EXHIBIT A

LOT 5, "BIG LAKE HEIGHTS", AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 118 THROUGH 120, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

LOT 5 BIG LAKE HEIGHTS VOL 16 PG 118

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO ROBERT SCHMITT AND JANE SCHMITT, HUSBAND AND WIFE FROM RYAN M. LARSON AND AMANDA J. LARSON, WHO ACQUIRED TITLE AS AMANDA J. MICHAEL, HUSBAND AND WIFE BY DEED DATED 08/08/02 AND RECORDED 08/12/02 IN INSTRUMENT NO. 200208120173, PAGE IN THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P109279  
ROBERT SCHMITT AND JANE SCHMITT, HUSBAND AND WIFE

23443 SHERRY LANE, MOUNT VERNON WA 98274  
Loan Reference Number : 20081541207050  
First American Order No: 37700557  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



**U46085467-01FB05**

DEED OF TRUST

US Recordings



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