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200807240101
Skagit County Auditor

7/24/2008 Page 1 of 6 3:22PM

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) **DEED OF TRUST**

Reference Number(s) of related Documents:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

RAINWATER, KRYSTINA M

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

U.S. BANK NATIONAL ASSOCIATION N.D.

Additional names on page _____ of document.

Trustee U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PARCEL A: LOT 7 CROMARTY ADD SKAGIT COUNTY WASHINGTON VOL 7 PG 34

PARCEL B: PTN LT 8 MAP OF ACREAGE PROPERTY LOT 1 SEC 36 T35N R4E JAMESON'S ACREAGE VOL 3 PG 20

Additional legal is on page 6 of document

Assessor's Property Tax Parcel/Account Number
assigned P64709

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. USR /

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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): KRYSTINA M. RAINWATER

Grantee(s): US Bank National Association N.D.

Legal Description:

Assessor's Property Tax Parcel or Account Number:

Reference Numbers of Documents Assigned or Released:

State of Washington _____ Space Above This Line For Recording Data _____
ALS#: ~~09/20/2008~~ DEED OF TRUST 75124262 6

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 06/17/2008.....
..... The parties and their addresses are:

GRANTOR:

KRYSTINA M. RAINWATER unmarried

☐ 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 - DEED OF TRUST
(NOT FOR FNMA, FHLMC, FHA OR VA USE; NOT FOR USE WITH PROPERTY USED FOR AGRICULTURAL OR FARMING PURPOSES)
1994 Wolters Kluwer Financial Services - Bankers Systems* Form USB0CP5FDTWA 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 as Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in Skagit at 22389 SUENIC STREET
(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 \$ 36,078.00 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. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Borrower's Name(s): KRYSTINA M. RAINWATER

Note Date: 06/17/2008

Maturity Date: 06/17/2023

Principal/Maximum 36,078.00

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 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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This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

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 1/19/07 and recorded as Recording Number N/A or Instrument Number 200701190036 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.

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.

Krystina M. Rainwater 6/17/08
(Signature) KRYSTINA M. RAINWATER (Date) (Signature) (Date)

ACKNOWLEDGMENT:

STATE OF Washington, COUNTY OF Skagit } ss.
(Individual) I certify that I know or have satisfactory evidence that KRYSTINA M. RAINWATER an individual 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: 6/17/08

My notary
appointment expires:
7/19/11



Kimberly J. Hanna
Notary Public in and for the State of Washington,
Residing At: Sedro Woolley, wa
Kimberly J. Hanna

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



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EXHIBIT A

PARCEL "A"

LOT 7, "CROMARTY ADDITION, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 34, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "B"

THAT PORTION OF LOT 8, "MAP OF ACREAGE PROPERTY IN NORTH 1/2 OF NORTHWEST 1/2 AND LOT 1, SECTION 20, TOWNSHIP 33 NORTH, RANGE 4 EAST (JAMESON'S ACREAGE)", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 8, WHICH IS 300 FEET NORTH OF THE OLD COUNTY ROAD, SAID POINT BEING AT A NORTHWEST CORNER OF THE "CROMARTY ADDITION, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 34, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 89 DEGREES 54 MINUTES EAST ALONG THE NORTH LINE OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 7 IN SAID CROMARTY ADDITION;

THENCE NORTH 165 FEET TO THE NORTH LINE OF LOT 8 IN SAID JAMESON ACREAGE PROPERTY;

THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 8;

THENCE SOUTH 165 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 IN SAID CROMARTY ADDITION AND THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

PARCEL "A"

37731060



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EXHIBIT A
(continued)

LOT 7 CROMARTY ADD SKAGIT COUNTY WASHINGTON VOL 7 PG 34

PARCEL "B"

PTN LOT 8 MAP OF ACREAGE PROPERTY LOT 1 SEC 26 T35N R4E
JAMESON'S ACREAGE VOL 3 PG 20

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO DANNY W.
RAINWATER AND KRYSTINA M. RAINWATER, HUSBAND AND WIFE FROM
STANLEY J. OBERTACZ, AS HIS SEPARATE PROPERTY AND BRENDA S.
OBERTACZ, HUSBAND AND WIFE BY DEED DATED 08/27/90 AND
RECORDED 08/28/90 IN INSTRUMENT NO. 9008280043, PAGE N/A IN
THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P64709

DANNY W. RAINWATER AND KRYSTINA M. RAINWATER, HUSBAND AND WIFE

22389 SUENIC STREET, SEDRO WOOLLEY WA 98284

Loan Reference Number : 20081571225380

First American Order No: 37731060

Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



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