



200808280111

Skagit County Auditor

8/28/2008 Page 1 of 5 11:11AM

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Document Title(s) Deed of Trust

Grantor(s) ROBERT V. SJOBOEN AND MARION L. SJOBOEN, HUSBAND AND WIFE

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

Legal Description PTN LOT 4 SP 94-044 Vol 11 PG 163-164 AS 9501120074 SEC 24 T35N R8E

Assessor's Property Tax Parcel or Account Number P108125 WM SEC 19 T35N R9E WM, PAGES 4-5

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)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 07/23/2008
The parties and their addresses are:

GRANTOR:

ROBERT V. SJOBOEN AND MARION L. SJOBOEN, 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 9257 THUNDERBIRD PL
(County)
CONCRETE, Washington 98237
(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 \$ 186,000.00. 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 SJOBOEN AND MARION SJOBOEN

Note Date: 07/23/2008

Maturity Date: 08/10/2033

Principal/Maximum 186,000.00
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.

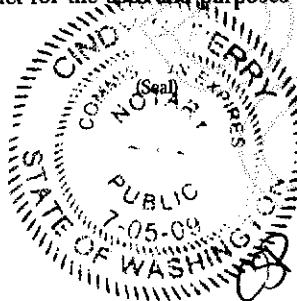
Robert V. Sjoen 7/23/08 (Signature) ROBERT V. SJOEN (Date)
Marion L. Sjoen 7-23-08 (Signature) MARION L. SJOEN (Date)

ACKNOWLEDGMENT

STATE OF Washington COUNTY OF Skagit } ss.
(Individual) I certify that I know or have satisfactory evidence that ROBERT SJOEN AND MARION SJOEN 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: 7-23-08

My notary
appointment expires:
July 5, 2009



Cindy Perry
Notary Public in and for the State of Washington,
Residing At: Sedro Woolley, WA
Cindy S. Perry

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



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EXHIBIT A

THAT PORTION OF LOT 4 OF SHORT PLAT NUMBER 94-044, APPROVED JANUARY 11, 1995, RECORDED JANUARY 12, 1995, IN VOLUME 11 OF SHORT PLATS, PAGES 163 AND 164, UNDER AUDITOR'S FILE NUMBER 9501120094, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN AND OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT NUMBER 94-044; THENCE WEST ALONG THE SOUTH LINE OF LOT 2 OF SAID SHORT PLAT NUMBER 94-044 TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THUNDERBIRD LANE; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 175 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT 2 TO A POINT ON A LINE LYING 200 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE OF LOT 4, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 255 FEET; THENCE EAST PARALLEL TO SAID SOUTH LINE OF LOT 2, A DISTANCE OF 175 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 255 FEET; THENCE WEST, PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 175 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS A STRIP OF LAND DELINEATED ON THE FACE OF SAID SHORT PLAT AS "EX. ACCESS TO LOT 4".

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

38126428



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EXHIBIT A
(continued)

PTN LOT 4 SP 94-044 VOL 11 PGS 163-164 A'S 9501120094 SEC 24
T35N R8E WM SEC 19 T35N R9E WM

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO ROBERT V.
SJOBOEN AND MARION L. SJOBOEN, HUSBAND AND WIFE FROM DANA
L. MCCOY AND ANITA L. MCCOY, HUSBAND AND WIFE BY DEED DATED
01/29/01 AND RECORDED 01/30/01 IN INSTRUMENT NO.
200101300001, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY,
WASHINGTON.

Permanent Parcel Number: P108125
ROBERT V. SJOBOEN AND MARION L. SJOBOEN, HUSBAND AND WIFE

9257 THUNDERBIRD PLACE, CONCRETE WA 98237
Loan Reference Number : 20081911426061
First American Order No: 38126428
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



U00286270

6650 8/22/2008 75169702/1



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