



200811240100

Skagit County Auditor

11/24/2008 Page 1 of 8 10:46AM

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117

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) GEORGE T. COLLAZO AND LUCILLE F. COLLAZO, HUSBAND AND WIFE

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

Legal Description *SW 1/4 NW 1/4 SEC 15 T34N R4E WM, AGES 4-8*

Assessor's Property Tax Parcel or Account Number P24785

Reference Numbers of Documents Assigned or Released

State of Washington

Space Above This Line For Recording Data

ALS#:



DEED OF TRUST *75274091*

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is *10/27/2008*.....
..... The parties and their addresses are:

GRANTOR:

GEORGE T. COLLAZO AND LUCILLE F. COLLAZO, 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 3903 E College Way
(County)
..... MOUNT VERNON Washington 98273
(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 \$ 185,000.00 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): LUCILLE COLLAZO AND GEORGE COLLAZO
F T

Note Date: 10/27/2008 Maturity Date: 10/20/2033

Principal/Maximum 185,000.00
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.



200811240100
Skagit County Auditor

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.

George T. Collazo 10/27/08 (Signature) GEORGE T. COLLAZO (Date) *Lucille F. Collazo* 10/27/08 (Signature) LUCILLE F. COLLAZO (Date)

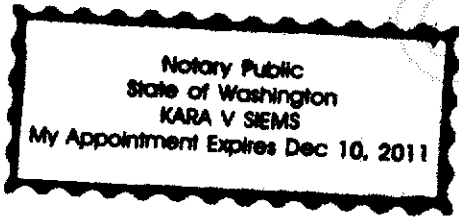
ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit) ss.
I certify that I know or have satisfactory evidence that LUCILLE COLLAZO AND GEORGE COLLAZO 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: 10/27/08

(Seal) *Kara V Siems*
Notary Public in and for the State of Washington,
Residing At Bellingham, WA
KARA V SIEMS

My notary appointment expires: 12/10/2011



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



200811240100
Skagit County Auditor

EXHIBIT A

PARCEL "A":

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET NORTH AND 267 FEET EAST OF THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO BRUCE BUSSERT BY DEED RECORDED JUNE 17, 1971, UNDER AUDITOR'S FILE NUMBER 754163; THENCE NORTH ALONG THE EAST LINE OF SAID BUSSERT TRACT AND SAID LINE EXTENDED NORTH TO A POINT WHICH IS 382 FEET NORTH OF THE POINT OF BEGINNING; THENCE EAST 183 FEET; THENCE SOUTH 382 FEET TO A POINT WHICH IS 183 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

EXCEPT MINERAL RIGHTS RESERVED BY DEED FROM WILLAMETTE MERIDIAN LINDSAY ET UX, DATED MAY 28, 1898 AND RECORDED JUNE 11, 1898 AS AUDITOR'S FILE NUMBER 28616.

PARCEL "B":

THE SOUTH 511 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, EXCEPT THE WEST 267 FEET OF THE NORTH 99.5 FEET; EXCEPT THE SOUTH 412.5 FEET OF THE WEST 450 FEET; EXCEPT THE EAST 80 FEET OF THE WEST 530 FEET OF THE SOUTH 230 FEET THEREOF; AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE HIGHWAY 538, ALSO KNOWN AS COLLEGE WAY; EXCEPT MINERAL RIGHTS AS RESERVED BY DEED FROM WILLAMETTE MERIDIAN LINDSAY ET UX, DATED MAY 28, 1898 AND RECORDED JUNE 11, 1898 UNDER AUDITOR'S FILE NUMBER 28616.

EXCEPTING THEREFROM:

38975017

4



200811240100
Skagit County Auditor

EXHIBIT A
(continued)

ALL THAT PORTION OF THE HEREINAFTER DESCRIBED TRACT "X" LYING SOUTHERLY OF A LINE BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 107+00 ON THE SR 538 SURVEY LINE OF SR 538, LAVENTURE ROAD TO WAUGH ROAD VICINITY, AND 40 FEET NORTHERLY THEREFROM, WHEN MEASURED AT RIGHT ANGLES TO, SAID SURVEY LINE; THENCE EASTERLY PARALLEL WITH SAID SURVEY LINE TO A POINT OPPOSITE HES 111+77.56; THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 112+02.64 ON SAID SURVEY LINE AND 65 FEET NORTHERLY THEREFROM; THENCE NORTHERLY TO A POINT OPPOSITE SAID HES 112+02.64 AND 80 FEET NORTHERLY THEREFROM; THENCE EASTERLY PARALLEL WITH SAID SURVEY LINE 30 FEET TO A POINT AND THE END OF THIS LINE DESCRIPTION.

TRACT "X"

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET NORTH AND 267 FEET EAST OF THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO BRUCE BUSSERT BY DEED RECORDED JUNE 17, 1971, UNDER AUDITOR'S FILE NUMBER 754163; THENCE NORTH ALONG THE EAST LINE OF SAID BUSSERT TRACT AND SAID LINE EXTENDED NORTH TO A POINT WHICH IS 382 FEET NORTH OF THE POINT OF BEGINNING; THENCE EAST 183 FEET; THENCE SOUTH 382 FEET TO A POINT WHICH IS 183 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

PARCEL B:

THE SOUTH 511 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER

38975017

5



200811240100
Skagit County Auditor

EXHIBIT A
(continued)

OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN; EXCEPT THE WEST 267 FEET OF THE NORTH 99.5 FEET; EXCEPT THE SOUTH 412.5 FEET OF THE WEST 450 FEET; EXCEPT THE EAST 80 FEET OF THE WEST 530 FEET OF THE SOUTH 230 FEET THEREOF; AND EXCEPT FROM PARCELS "A" AND "B" ABOVE, THAT PORTION THEREOF LYING WITHIN SECONDARY STATE HIGHWAY I-G (NOW KNOWN AS COLLEGE WAY, SR 538).

EXCEPTING THEREFROM:

THE EAST 6 FEET OF THE WEST 536 FEET OF THE SOUTH 230 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST WILLAMETTE MERIDIAN, EXCEPT THAT PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE HIGHWAY NUMBER 538, COMMONLY KNOWN AS COLLEGE WAY, ALONG THE SOUTH LINE THEREOF, THE NORTH LINE OF WHICH IS THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 107+00 ON THE SR 538 SURVEY LINE OF SR 538, LAVENTURE ROAD TO WAUGH ROAD VICINITY, AND 40 FEET NORTHERLY THEREFROM, WHEN MEASURED AT RIGHT ANGLES TO SAID SURVEY LINE; THENCE EASTERLY PARALLEL WITH SAID SURVEY LINE TO A POINT OPPOSITE HES 111+77.56; THENCE NORTHEASTERLY TO A POINT OPPOSITE HES 112+02.64 ON SAID SURVEY LINE AND 65 FEET NORTHERLY THEREFROM; THENCE NORTHERLY TO A POINT OPPOSITE SAID HES 112+02.64 AND 80 FEET NORTHERLY THEREFROM; THENCE EASTERLY PARALLEL WITH SAID LINE SURVEY 30 FEET TO A POINT AND THE END OF THIS LINE DESCRIPTION.

ALSO EXCEPT RESERVATIONS CONTAINED FROM W. M. LINDSEY, RECORDED JUNE 11, 1898, IN VOLUME 34 OF DEEDS, PAGE 364.

SUBJECT TO: PARAGRAPH A OF SCHEDULE B-1 OF FIRST AMERICAN TITLE INSURANCE COMPANY PRELIMINARY COMMITMENT FOR TITLE INSURANCE NUMBER 19006-E.

38975017

6



200811240100
Skagit County Auditor

11/24/2008 Page

6 of

8 10:46AM

EXHIBIT A
(continued)

TOGETHER WITH THE PERMISSIVE RIGHT TO USE AN EXISTING DRIVEWAY ALONG THE WEST LINE OF GRANTEE'S PRESENTLY OWNED CONTIGUOUS PROPERTY TO THE WEST OF THE ABOVE-DESCRIBED 6 FOOT STRIP. SAID RIGHT MAY BE REVOKED AT ANY TIME AT OPTION OF GRANTOR OR THEIR SUCCESSORS OR ASSIGNS. SAID RIGHT SHALL BE USED FOR THE INTERMEDIATE ACCESS TO GRANTEE'S NORTHERLY PORTION OF THEIR SAID CONTIGUOUS PROPERTY, AND IS NOT INTENDED TO BE USED FOR PARKING AND/OR DAILY CONTINUOUS USE.

EXCEPTING THEREFROM:

LOT 1 OF SURVEY RECORDED APRIL 8, 1999 AS AUDITOR'S FILE NUMBER 9904080041 IN VOLUME 21 OF SURVEYS, PAGE 174, RECORDS OF SKAGIT COUNTY, WASHINGTON. BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH RANGE 4 EAST WILLAMETTE MERIDIAN.

EXCEPTING THEREFROM:

LOT 2 OF SURVEY RECORDED APRIL 8, 1999 AS AUDITOR'S FILE NUMBER 9904080041, VOLUME 21 OF SURVEYS, PAGE 174, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST WILLAMETTE MERIDIAN.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

PTN SEC 15 T34N R4E WM

Permanent Parcel Number: P24785
GEORGE T. COLLAZO AND LUCILLE F. COLLAZO, HUSBAND AND WIFE

38975017

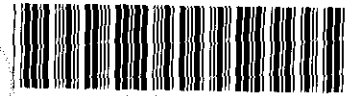
7



200811240100
Skagit County Auditor

EXHIBIT A
(continued)

3903 EAST COLLEGE WAY, MOUNT VERNON WA 98273
Loan Reference Number : 20082801427461
First American Order No: 38975017
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



U00351088

6601 11/13/2008 75274091/1

8



200811240100
Skagit County Auditor