



200811240101

Skagit County Auditor

11/24/2008 Page

1 of

4 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) EUGENE D. HASSLER AND BARBARA J. HASSLER, HUSBAND AND WIFE

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

Legal Description *BURLINGTON AC PIN TR 26 AKATE A REV 5/P 57-78 AF# 8101130004, PAGE 4*

Assessor's Property Tax Parcel or Account Number P62462

Reference Numbers of Documents Assigned or Released

State of Washington

Space Above This Line For Recording Data

ALS#:

**DEED OF TRUST 75274349**

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 10/24/2008  
..... The parties and their addresses are:

GRANTOR:

EUGENE D. HASSLER AND BARBARA J. HASSLER, 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)

(page 1 of 3)

1994 Wolters Kluwer Financial Services - Bankers Systems Form USBREDTSFWA 1/25/2008

39047164

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 1840 Hassler Ln # 614  
(County)  
BURLINGTON, Washington 98233  
(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 \$ 140,000.00. 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): EUGENE HASSLER AND BARBARA HASSLER

Note Date: 10/24/2008

Maturity Date: 11/01/2033

Principal/Maximum 140,000.00

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.

(page 2 of 3)



200811240101

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.

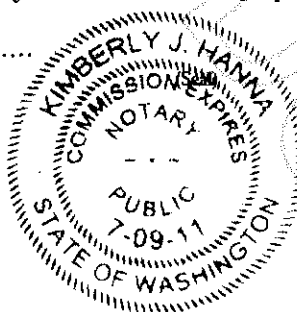
Eugene D Hassler 10/24/08 Barbara Hassler 10/24/08  
(Signature) EUGENE D. HASSLER (Date) (Signature) BARBARA J. HASSLER (Date)

ACKNOWLEDGMENT:

STATE OF Washington, COUNTY OF Skagit } ss.  
(Individual) I certify that I know or have satisfactory evidence that EUGENE HASSLER AND BARBARA HASSLER 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: 10/24/08

My notary  
appointment expires:  
7/9/11



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



200811240101  
Skagit County Auditor

EXHIBIT A

TRACT "A", REVISED SHORT PLAT NO. 57-78, APPROVED JANUARY 9, 1981, AND RECORDED JANUARY 13, 1981, UNDER AUDITOR'S FILE NO. 8101130004 IN VOLUME 5 OF SHORT PLATS PAGE 21, RECORDS OF SKAGIT COUNTY, WASHINGTON. BEING A PORTION OF LOT 26 "PLAT OF BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

BURLINGTON AC PTN TR 26 AKA TR A REV S/P 57-78 AF#8101130004

Permanent Parcel Number: P62462

EUGENE D. HASSLER AND BARBARA J. HASSLER, HUSBAND AND WIFE

1840 HASSLER LANE 614, BURLINGTON WA 98233

Loan Reference Number : 20082841306050

First American Order No: 39047164

Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



4



11/24/2008 Page

4 of

4 10:46AM