



200812150107
Skagit County Auditor

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Return Address:

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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** 75315696

Reference Number(s) of related Documents:

Additional reference #'s on page _____ of document

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

CASEY JR, JAMES B
CASEY, JANET W

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)

Lot 11 Plat of the Pointe at Vista San Juan Div No 1 Vol 14 Pgs 32-34
Ptn Lot 12 Plat of the Pointe at Vista San Juan Div No 1 Vol 14 Pgs 32-34
Undivided 1/3 interest in: Tract B, Plat of the Pointe at Vista San Juan Div No 1 Vol 14 Pgs 32-34

Additional legal is on page 6 of document

Assessor's Property Tax Parcel/Account Number
assigned P83331

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 /

UNOFFICIAL DOCUMENT

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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) JAMES B. CASEY, JR. AND JANET W. CASEY, HUSBAND AND WIFE

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

Legal Description

Assessor's Property Tax Parcel or Account Number P83331

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 11/18/2008.....
..... The parties and their addresses are:

GRANTOR:

JAMES B. CASEY, JR. AND JANET W. CASEY, 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)
1994 Walters Kluwer Financial Services - Bankers Systems Form USBRETSFWA 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 in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in SKAGIT at 11592 POINTE PLACE
(County)
ANACORTES, Washington 98221
(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 \$ 375,000.00. 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): JAMES CASEY AND JANET CASEY
B JR W

Note Date: 11/18/2008 Maturity Date: 11/18/2033

Principal/Maximum 375,000.00
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.

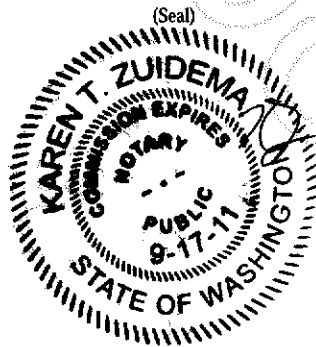
James B. Casey, Jr. 11-18-08 *Janet W. Casey* 11-18-08
(Signature) JAMES B. CASEY, JR. (Date) (Signature) JANET W. CASEY (Date)

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit } ss.
(Individual) I certify that I know or have satisfactory evidence that JAMES B. CASEY, JR. AND JANET W. CASEY 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: 11/18/08

My notary appointment expires: 9/17/11



Karen T. Zuidema
Notary Public in and for the State of Washington,
Residing At: Anacortes
KAREN T. ZUIDEMA

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



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EXHIBIT A

PARCEL "A"

LOT 11, PLAT OF THE POINTE AT VISTA SAN JUAN DIVISION NO. 1, AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 32 THROUGH 34, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "B"

THAT PORTION OF LOT 12, PLAT OF THE POINTE AT VISTA SAN JUAN DIVISION NO. 1, AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGES 32 THROUGH 34, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12;
THENCE NORTH 50 DEGREES 48 MINUTES 35 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 78.15 FEET;
THENCE SOUTH 79 DEGREES 47 MINUTES 58 SECONDS EAST A DISTANCE OF 75.37 FEET TO THE EASTERLY LINE OF SAID LOT 12;
THENCE SOUTH 20 DEGREES 41 MINUTES 08 SECONDS WEST A DISTANCE OF 38.52 FEET TO THE POINT OF BEGINNING.

ALSO:

AN UNDIVIDED ONE-THIRD INTEREST IN AND TO THE FOLLOWING DESCRIBED REAL ESTATE:

TRACT B, PLAT OF THE POINTE AT VISTA SAN JUAN DIV. NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGES 32 THROUGH 34, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ABBRV LEGAL

LOT 11 PLAT OF THE POINTE AT VISTA SAN JUAN DIV NO 1 VOL 14

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EXHIBIT A
(continued)

PGS 32-34

PTN LOT 12 PLAT OF THE POINTE AT VISTA SAN JUAN DIV NO 1 VOL
14 PGS 32-34

UNDIVIDED 1/3 INTEREST IN: TRACT B, PLAT OF THE POINTE AT
VISTA SAN JUAN DIV NO 1 VOL 14 PGS 32-24

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON

Permanent Parcel Number: P83331
JAMES B. CASEY, JR. AND JANET W. CASEY, HUSBAND AND WIFE

11592 POINTE PLACE, ANACORTES WA 98221
Loan Reference Number : 20083021158491
First American Order No: 39171951
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



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