



200902170107

Skagit County Auditor

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Return Address:

Southwest Financial Services, Ltd.
537 E Pete Rose Way
Ste 300
Cincinnati, OH 45202

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)

- 1. Deed of Trust _____ 2. _____
- 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

- 1. Walter C. Barnard _____
- 2. Penny L. Barnard _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. U.S. Bank National Association ND _____
- 2. U.S. Bank Trust Co. _____

Additional names on page _____ of document.

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

Section 25, Township 35 North, Range 1 East, 0.32 acres

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet assigned

assigned 35005-0-154-0102

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Prepared By:
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202



014454073-000016295

Return To (name and address):
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202

This Space Provided for Recorder's Use

Document Title(s) Deed of Trust
Grantor(s) See GRANTOR below
Grantee(s) U.S. Bank National Association ND
Legal Description See attached Exhibit "A"
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 _____

DEED OF TRUST
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is ...01/28/2009.....
..... The parties and their addresses are:

GRANTOR:
WALTER C. BARNARD and PENNY L. BARNARD, 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,
a national banking association organized under the laws of the United States
111 SW Fifth Avenue
Portland, OR 97204

LENDER:
U.S. Bank National Association ND,
a national banking association organized under the laws of the United States
4325 17th Avenue SW
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)
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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:
See attached Exhibit "A"

The property is located in SKAGIT COUNTY at
(County)
3802 N AVE ANACORTES Washington 98221-3951...
(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 \$ 150,000.00..... 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): WALTER BARNARD and PENNY BARNARD
Principal/Maximum Line Amount: 150,000.00
Maturity Date: 01/27/2034
Note Date: 01/28/2009

- 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 and recorded as Recording Number or Instrument Number 200701190036 in Book at Page(s) 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.

Walter C. Barnard 1-28-09 *Penny L. Barnard* 1-28-09
(Signature) WALTER C. BARNARD (Date) (Signature) PENNY L. BARNARD (Date)

ACKNOWLEDGMENT:

STATE OF Washington, COUNTY OF Skagit } ss.
(Individual) I certify that I know or have satisfactory evidence that WALTER C. BARNARD and PENNY L. BARNARD, Husband and 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: 1/28/09

My notary appointment expires: 9/17/11



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



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EXHIBIT "A" LEGAL DESCRIPTION

Account #: 14454073
Order Date : 01/26/2009
Reference : 20090261252080
Name : WALTER BARNARD
 PENNY BARNARD
Deed Ref : N/A

Index #:
Parcel #: 350125-0-154-0102

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON; THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE DESCRIBED SUBDIVISION WHICH IS ALSO A 1/64 CORNER; THENCE SOUTH 0 DEG. 34' 30" WEST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEG. 34' 30" WEST A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEG. 56' 30" EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 138.54 FEET; THENCE NORTH 0 DEG. 37' 30" EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEG. 56' 30" WEST, A DISTANCE OF 138.62 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 200404290142, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.



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