



200907010061

Skagit County Auditor

7/1/2009 Page 1 of 7 10:20AM

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



014862755-000056249

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 W 25 FT LOT 8, 9, 10, 11, 12 NORTHERN PACIFIC ADD EXC POR LOT 10, 11,

Assessor's Property Tax Parcel or Account Number Entire Property, P58435

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 ...06/05/2009.....  
..... The parties and their addresses are:

**GRANTOR:**

WILLIAM LOWELL PERKINS AND IRIS JEAN PERKINS, CO-TRUSTEES OF THE WILLIAM L.  
PERKINS FAMILY TRUST DATED JULY 29, 1998

- ☐ 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

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)  
4017.4TH ST.W. ANACORTES ..... Washington 98221-1258..  
(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 \$ 100,000.00 ..... 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): WILLIAM PERKINS and IRIS PERKINS  
Principal/Maximum Line Amount: 100,000.00  
Maturity Date: 06/15/1994 2034  
Note Date: 06/05/2009
  - 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.

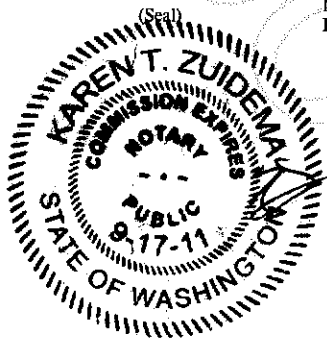
*William Lowell Perkins* 6-5-09 *Iris Jean Perkins* 6-5-09  
(Signature) WILLIAM LOWELL PERKINS, (Date) (Signature) IRIS JEAN PERKINS, Trustee (Date)  
Trustee

**ACKNOWLEDGMENT:**

STATE OF Washington COUNTY OF Skagit } ss.  
(Individual) I certify that I know or have satisfactory evidence that  
WILLIAM LOWELL PERKINS, CO-TRUSTEE AND IRIS JEAN PERKINS, CO-TRUSTEE  
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: 6/5/09

My notary  
appointment expires:  
9/17/11



*Karent Zuidema*  
Notary Public in and for the State of Washington,  
Residing At: Anacortes WA

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



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**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 14862755  
Order Date : 05/30/2009  
Reference : 20091501526500  
Name : WILLIAM PERKINS  
IRIS PERKINS  
Deed Ref : N/A

Index #:  
Parcel #: P58435

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

THE WEST 25 FEET OF LOT 8, AND ALL OF LOTS 9, 10, 11 AND 12, BLOCK 1508, NORTHERN PACIFIC ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11, RECORDS OF SKAGIT COUNTY, WASHINGTON.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 200606090126 OF THE SKAGIT COUNTY, WASHINGTON RECORDS.

ALSO: SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

THAT PORTION OF LOTS 10, 11, AND 12, BLOCK 1508, NORTHERN PACIFIC ADDITION TO ANACORTES, WASHINGTON, COUNTY OF SKAGIT DESCRIBED AS FOLLOWS:  
BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 01 EAST,  
THENCE S 00-17-56 W A DISTANCE OF 707.36 FEET TO THE TRUE POINT OF BEGINNING.  
THENCE S 00-17-56 W A DISTANCE OF 117.41 FEET,  
THENCE N 69-42-02 E A DISTANCE OF 21.37 FEET,  
THENCE N 00-17-56 E A DISTANCE OF 117.41 FEET,  
THENCE S 69-41-39 W A DISTANCE OF 21.37 FEET, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 200708290136 OF THE SKAGIT COUNTY, WASHINGTON RECORDS.

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.



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MORTGAGE/DEED OF TRUST ON TRUST PROPERTY  
FORM OF APPROVING OPINION OF TRUST COUNSEL

June 3, 2009

Re: \$ 100,000 Mortgage/Deed of Trust/Note/Agreement to

U.S. Bank, as lender

I have acted as counsel for William L. & Iris J. Perkins with respect to the Trust (the 'Trust') for the benefit of W.L. & I.J. Perkins, during life, and of which William L. Perkins & Iris J. Perkins serve(s) as trustee(s).

I understand that The Perkins (the 'Applicant(s)') has/have requested:

☒ a \$ 100,000.00 loan/line (the 'Loan/Line') to the Applicant(s) under a promissory note/agreement to be secured by a mortgage/deed of trust and all amendments thereto (the 'Lien Document') on residential property held in the Trust (the 'Property'), legally described herein; or, consent to a transfer of residential real property legally described herein to the Trust.

legal description:

The west 25' of lot 8 & all of lots 9, 10, 11 & 12, block 1508, Northern Pacific Addition to Anacortes, per plat recorded in vol 2 of plat pp 9-11, records of Skagit County, Washington, less approx 21.37' of westerly portion conveyed to the City of Anacortes by deed recorded under AF # 200708290136.

It is my opinion that:

1. A valid revocable Trust has been created by a duly executed trust agreement (the 'Trust Instrument').
2. Title to the Property has been transferred to the Trust and now stands in the name of William & Iris Perkins as trustee(s) of the William L. Perkins Family Trust Trust. The trustor(s) of the Trust is/are William L. Perkins & Iris J. Perkins

3. The trustee(s) of the Trust has all requisite power and authority, pursuant to the Trust Instrument and all amendments thereto and the Direction to Trustee, to execute the Lien Document. That Lien Document, when signed by William L. & Iris J. Perkins, as trustee(s) of the William L. Perkins Family Trust, would [, together with the mortgage/deed of trust that it amends, ] constitute an enforceable lien against the Property securing the Loan/Line to U.S. Bank, as provider of the equity line of credit.

Note: Not required for transfer to the Trust of residential real property currently subject to a lien in favor of the Bank.

4. At least one of the Applicants is a trustor of the Trust. both applicants are Trustors.
5. No other documents need be executed and recorded except the following, original executed counterparts of which are attached hereto:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Very truly yours,

Allen R. Souders  
Attorney's signature





(All states except California)  
**DIRECTION TO TRUSTEE**

William L Perkins and Iris J Perkins, Trustor(s) of  
the William L Perkins Family Trust  
(Trust) under agreement dated 3/15/99 in which William L Perkins and Iris J Perkins  
J Perkins is(are) Trustee(s), pursuant to the power retained by the Trustor to revoke or  
amend the Trust in whole or in part and to give directions to the Trustee(s), hereby directs the Trustee(s)  
to execute on behalf of the Trust, the William L Perkins Family Trust  
("Document(s)"), in favor of U.S. Bank National Association N.D. ("Bank"), to guarantee and/or secure a  
loan/line by the Bank of \$ 100,000 - to William L Perkins  
Iris J Perkins ("Borrower(s)"). Trustor directs such action for  
himself/herself, his/her heirs, personal representatives and assigns and on behalf of all beneficiaries of  
the Trust whose interest in the Trust is entirely dependent upon Trustor's exercise or non-exercise of  
his/her powers of revocation, amendment and withdrawal.

If for any reason the Document(s) is/are not enforceable against the Trust, this Direction shall constitute a  
withdrawal by Trustor of assets of the Trust sufficient to satisfy the indebtedness intended to be secured  
or guaranteed by the Document(s) or a revocation or amendment of the Trust to the extent required by  
this Direction to Trustee and the agreement by Trustor to be personally bound on the Document(s) to the  
same extent that Trustor would be bound if he/she had signed the Document(s) himself/herself  
individually. Trustor also agrees, and hereby directs the Trustee, to indemnify and hold Bank harmless  
from any demand, claim, suit or action brought by any person alleging that an act taken by Bank in  
reliance on this Direction was unlawful, unauthorized or void. In the event of any action to enforce this  
Direction, Bank shall be entitled to costs and disbursements allowed by law and reasonable attorney fees  
in the event of any suit or action and/or any related appeal or petition for review. Trustor further directs  
that a copy of this Direction, with all attachments, be made an exhibit to and incorporated into the  
Document(s).

Bank will not be held responsible for any use of the loan proceeds by Borrower, Trustee, Trustor, or by  
any agent, nominee, or other person Borrower, Trustee or Trustor may have authorized or Bank may  
reasonably believe has been so authorized.

Trustor will notify Bank immediately of the death, incapacity, removal or resignation of Trustee, and shall  
promptly confirm to Bank the identity of the successor Trustee. Bank may require that notice of the  
death, incapacity, removal or resignation of Trustee be accompanied by evidence satisfactory to Bank.

DATED this 2nd day of June, 2009.

William L Perkins Trustor  
TRUSTOR

Iris J Perkins  
TRUSTOR

Hereafter, unless otherwise indicated, the singular shall be used and shall include the plural.





(All states except California)  
DIRECTION TO TRUSTEE

STATE OF Washington  
COUNTY OF Skagit } ss.

This instrument was acknowledged before me on this 2<sup>nd</sup> day of June, 2009, by



Kan Jundal  
Notary Public for Washington

My commission expires: 9/17/11

For Use If the Trust Contains Community Property Assets  
**SPOUSAL CONSENT**

I, Iris J Perkins, being the spouse of the above-named Trustor of the

William L Perkins Family Trust Trust, hereby acknowledge that I may have a community property interest in assets that have been transferred to the above-named Trust and hereby (i) confirm and ratify the creation of the Trust and the transfer of community property assets to the Trust, (ii) consent to Trustor signing above and to all acts to be performed by the Trustor and Trustee by virtue of this Direction to Trustee, (iii) confirm and ratify all that Trustor and Trustee have already done which could have been authorized by this Consent, and (iv) agree that the foregoing actions and authority will benefit the community composed of Trustor and myself.

Iris J Perkins  
Spouse

June 2, 2009  
Date

STATE OF Washington  
County of Skagit } ss.

Signed or attested before me on this 2<sup>nd</sup> day of June, 2009, by



Kan Jundal  
Notary Public for Washington

My commission expires: 9/17/11

[Original to Bank; Copy to  
Rev. 10/2008



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