

Skagit County Auditor

11/18/2009 Page

1 of

411:58AM



WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING
Accommodation Recording Per Chent Request

Document Title(s) Deed of Trust

Grantor(s) DAVID R MARGERUM AND PAULA M MARGERUM, HUSBAND AND WIFE

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

Legal Description LOT 2, SPN PL 04-0694, AFN 200503280132. PTN NW 1/4 OF NW

Assessor's Property Tax Parcel or Account Number P39066 of P18857

Reference Numbers of Documents Assigned or Released

State of Washington

Space Above This Line For Recording Data

AT CH

DEED OF TRUST \*
(With Future Advance Clause)

43 32472

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is .04/02/2008

The parties and their addresses are:

GRANTOR:

DAVID R MARGERUM AND PAULA M MARGERUM, HUSBAND AND WIFE

\* THIS INSTRUMENT IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION OF PREVIOUSLY FILED INST. NO. 200805010076 RECORDED ON 5/1/08.

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 \* of Sec 13 T35N, RSEM, wm and The NE 14 of Sec 14, T35N, RSE: WM

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

(page 1 of 3)

14332672

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 .29000 OUT	LOOK LANE	
(Address)	(County) WOOLLEY (City)	, Washington	98284 (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 \$ .85,000.00 ....... 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.
- RED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: 4. 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): DAVID R MARGERUM AND PAULA M MARGERUM

Note Date: .

04/02/2008

Maturity Date: 04/10/2033

Principal/Maximum 85,000.00

Line Amount:

I 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. I 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)

1994 Wolters Kluwer Financial Services - Bankers Systems Form USBOCPSFDTWA

14332672



11/18/2009 Page

2 of

4 11:58AM

In the event that Lender fails to provide any required notice of the right of rescission. Lender waive any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.	; /
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 N/A	} Г
6. SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Securit Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Securit Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form.	,
DIMILITARIA SIGNATURA DALILA MARGERIAM (Date	Š
(Signature) DAVID R MARGERUM (Date) (Signature) PAULA M MARGERUM (Date)	,
ACKNOWLEDGMENT: STATE OF WASHINGTON, COUNTY OF SHAUGHT ) SS	
STATE OF WCO. 1.1.1.4.1.3.1.1, COUNTY OF	•
(Individual) DAVID R MARGERUM AND PAULA M MARGERUM ( L) Shew O ( O M O)	
is/are the individual(s) who appeared beforme, and said individual(s) acknowledged that she/he/they signed this instrument and acknowledge	e d
it to be a free and voluntary act for the uses and purposes mentioned in the instrument.	_
	k
Dated: 1112109 Notary Public in and for the State of Washington, Residing At:	•
Residing At:	
My notary	
appointment expires;	
	i.,
This instrument was prepared by	
First American	14

1994 Wolfers Kluwer Financial Services - Bankers Systems Form USBOCPSFDTWA 1/25:

1100 Superior Avenue

Cleveland, OH 44114

Suite 210

200911180088 Skagit County Auditor

11/18/2009 Page

of 411:58AN

## EXHIBIT A

## PARCEL A:

LOT 2, SHORT PLAT NUMBER PL 04-0694, APPROVED MARCH 24, 2005, RECORDED MARCH 28, 2005, UNDER SKAGIT COUNTY AUDITORS FILE NO. 200503280132, BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLIAMETTE MERIDIAN AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLIAMETTE MERIDIAN.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

## ABBRV LEGAL

LOT 2, SPN PL 04-0694, AFN 200503280132. BEING A PORTION OF NW 1/4 OF NW 1/4 OF SEC 13M T35N, R5EM, WM AND NE 1/4 OF NE 1/4 OF SEC. 14, T35N, R5E, WM.

## PARCEL B:

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS CREATED IN INSTRUMENT RECORDED SKAGIT COUNTY AUDITOR'S NO. 8910300086.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

Permanent Parcel Number: P39066

(Parcel #1)

P108858

(Parcel #2)

DAVID R. MARGERUM AND PAULA M. MARGERUM, HUSBAND AND WIFE

29000 OUTLOOK LANE, SEDRO WOOLLEY WA 98284

14332672

200911180088 Skagit County Auditor

11/18/2009 Page

<sup>4 of</sup> 411:58AM