



201003300011  
Skagit County Auditor

3/30/2010 Page 1 of 5 10:23AM

Return To (name and address):  
US Recordings  
2925 Country Drive STE 201  
St. Paul, MN 55117



016636291-000127675

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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 P60041  
Reference Numbers of Documents Assigned or Released

*Abbreviated legal: Lt 28, Skagitline No. 11; full legal on pg 5*  
State of Washington \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

*76298514*

**DEED OF TRUST**  
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is ...03/05/2010.....  
..... The parties and their addresses are:

**GRANTOR:**

LANCE CROSS AND ANITA CROSS, 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

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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)  
2216 DOVER DR., ANACORTES ..... Washington 98221-2920...  
(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): LANCE CROSS and ANITA CROSS  
Principal/Maximum Line Amount: 150,000.00  
Maturity Date: 03/04/2035  
Note Date: 03/05/2010
  - 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.

x *Lance P. Cross* (Signature) LANCE CROSS (Date) x *Anita E. Cross* (Signature) ANITA CROSS (Date)

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
(Individual) I certify that I know or have satisfactory evidence that LANCE CROSS AND ANITA CROSS, 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: \_\_\_\_\_

(Seal)

Notary Public in and for the State of Washington,  
Residing At: \_\_\_\_\_

My notary  
appointment expires: \_\_\_\_\_

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

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## ACKNOWLEDGMENT

State of California  
County of RIVERSIDE )

On MARCH 3rd, 2010 before me, VERONICA MANZO (NOTARY PUBLIC)  
(insert name and title of the officer)

personally appeared ANITA E CROSS AND LANCE P CROSS  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are  
subscribed to the within instrument and acknowledged to me that he/she they executed the same in  
his/her their authorized capacity(ies), and that by his/her their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the per son(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



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**EXHIBIT "A" LEGAL DESCRIPTION**

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Account #: 16636291  
Order Date : 02/23/2010  
Reference : 20100391508340  
Name : LANCE CROSS  
ANITA CROSS  
Deed Ref : 199910130123

Index #:  
Parcel #: P60041

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:  
PARCEL A: LOT 28, SKYLINE NO. 11, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 9 OF PLATS, PAGES 78 AND 79, RECORDS OF SKAGIT COUNTY WASHINGTON  
PARCEL B: THAT PORTION OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE  
WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY  
CORNER OF LOT 28, SKYLINE DIVISION NO. 11, ACCORDING TO THE PLAT RECORDED IN  
VOLUME 9 OF PLATS, PAGES 78 AND 79, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
THENCE SOUTH 44 DEG. 47'13" WEST A DISTANCE OF 70 FEET; THENCE NORTH 41 DEG. 11'20"  
WEST A DISTANCE OF 145.99 FEET; THENCE NORTH 68 DEG. 28'19" EAST A DISTANCE OF 85  
FEET TO THE MOST WESTERLY CORNER OF LOT 28; THENCE SOUTHEASTERLY ALONG THE  
SOUTHWESTERLY LINE OF SAID LOT 28 TO THE 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.  
199910130123, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.



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