



201004120057
Skagit County Auditor

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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: PTN LT 2 S/P 91-094 DAF W1/2 LT 2 SD S/P AKA PTN SW1/4
Assessor's Property Tax Parcel or Account Number: P103576
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 ...03/18/2010.....
..... The parties and their addresses are:

GRANTOR:
ROBERT W. BABBINGTON and CLAIRE E. BABBINGTON, 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

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)
3769 SKAARUP RD, SEDRO WOOLLEY, Washington 98284-7657.....
(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 \$ 120,000.00..... 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. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
Borrower(s): **ROBERT BABBINGTON and CLAIRE BABBINGTON**
Principal/Maximum Line Amount: **120,000.00**
Maturity Date: **04/05/2040**
Note Date: **03/18/2010**
 - 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 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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This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

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 200701190037..... 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.

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.

(Signature) *Robert W. Babbington* (Date) *3-18-10* (Signature) *Claire E. Babbington* (Date) *3-18-10*
ROBERT W. BABBITON CLAIRE E. BABBITON

ACKNOWLEDGMENT:

STATE OF *Washington* COUNTY OF *Skagit* } ss.
(Individual) I certify that I know or have satisfactory evidence that *ROBERT W. BABBITON and CLAIRE E. BABBITON, 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.

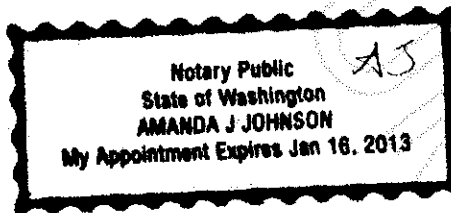
Dated: *3-18-10*

(Seal)

Amanda J. Johnson
Notary Public in and for the State of Washington,
Residing At: *La Conner, WA*

My notary appointment expires: *1-16-13*

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



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EXHIBIT "A" LEGAL DESCRIPTION

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Account #: 16667557
Order Date : 03/08/2010
Reference : 20100641923560
Name : **ROBERT BABBINGTON**
 CLAIRE BABBINGTON
Deed Ref : N/A

Index #:
Parcel #: P103576

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, THE WEST 1/2 OF LOT 2, SHORT PLAT NO. 91-094, APPROVED MARCH 30, 1992, RECORDED 30, 1992, RECORDED APRIL 2, 1992, IN BOOK 10 OF SHORT PLATS, PAGE 71, UNDER AUDITOR'S FILE NO. 9204020040 AND BEING A PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.

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. 200104160160, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.



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