

UNRECORDED



201008300022
Skagit County Auditor

8/30/2010 Page 1 of 4 9:26AM

Return To (name and address):
Southwest Financial Services, Ltd.
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017635087-000168005

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Document Title(s) **DEED OF TRUST**
Grantor(s) **DENNY D. LEGRO**
Grantee(s) U.S. Bank National Association ND
Legal Description ACRES 0.33, TRACT "B" OF SHORT PLAT NO. MV-1-83
Assessor's Property Tax Parcel or Account Number P27561
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) is07./28/2010
..... The parties and their addresses are:

GRANTOR:
DENNY D. LEGRO, Unmarried.

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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UNRECORDED DOCUMENT

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)

4220 DIVISION ST. E., MOUNT VERNON Washington 98274-8430.....
(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 \$ 50,000.00..... 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): DENNY LEGRO
Principal/Maximum Line Amount: 50,000.00
Maturity Date: 07/27/2035
Note Date: 07/28/2010
- 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. **OTHER TERMS.** **Mortgage Rider - Escrow for Taxes and Insurance.** If checked, the covenants and agreements of the Mortgage Rider - Escrow for Taxes and Insurance is incorporated into and supplement and amend the terms of this Security Instrument.

7. **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.

Denny D. Legro 7-28-10
(Signature) DENNY D. LEGRO (Date) (Signature) (Date)

ACKNOWLEDGMENT:

STATE OF *Skagit* COUNTY OF *washington* } ss.
(Individual) I certify that I know or have satisfactory evidence that DENNY D. LEGRO, Unmarried.

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: *7/28/10*

Linda Knight
Notary Public in and for the State of Washington,
Residing At:

*307 S. 29th Pl
Mt. Vernon, WA
98274*

My notary appointment expires: *12-09-2010*



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



EXHIBIT "A" LEGAL DESCRIPTION

Account #: 17635087
Order Date : 07/22/2010
Reference : 20102031733420
Name : DENNY LEGRO
Deed Ref : N/A

Index #:
Parcel #: P27561

PARCEL "A":

TRACT "B" OF SHORT PLAT NO. MV-1-83, APPROVED APRIL 26, 1983 AND RECORDED APRIL 27, 1983, UNDER AUDITOR'S FILE NO. 8304270003, IN VOLUME 6 OF SHORT PLAT , PAGE 58, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

PARCEL "B":

THAT PORTION OF LOT 2 OF "TIMBERLINE DIVISION III", AS PER PLAT RECORDED IN VOLUME 13 OF PLATS, PAGE 79, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "B" OF SHORT PLAT NO. MV-1-83, APPROVED APRIL 26, 1983 AND RECORDED APRIL 27, 1983, UNDER AUDITOR'S FILE NO. 8304270003 IN VOLUME 6 OF SHORT PLATS, PAGE 58, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE MOST EASTERLY LINE OF THE ABOVE DESCRIBED LOT 2 OF "TIMBERLINE DIVISION III"; THENCE NORTH 89 DEGREES 12'57" WEST ALONG THE SOUTH LINE OF SAID TRACT "B", A DISTANCE OF 90.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "B"; THENCE ON THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT "B" ALONG A LINE WHICH BEARS SOUTH 0 DEGREES 22'09" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 12'57" EAST ALONG A LINE WHICH IS PARALLEL TO AND 10 FEET AT RIGHT ANGLES TO THE SOUTH LINE OF TRACT "B", A DISTANCE OF 89.77 FEET TO A POINT ON THE MOST EASTERLY LINE OF SAID LOT 2, WHICH POINT BEARS SOUTH 1 DEGREE 45'39" WEST, A DISTANCE OF 10.00 FEET FROM THE SOUTHEAST CORNER OF SAID TRACT "B"; THENCE NORTH 1 DEGREE 45'39" EAST ALONG THE MOST EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "B" AND THE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION.

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. 200406070165, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.



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