

12/20/2010 Page

1 of

6 10:08AM

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

When Recorded Return To:

Document Title(s): Deed of Trust Grantor(s): See GRANTOR below

Grantee(s): U.S. Bank National Association ND

Legal Description: LOTS 27, 36, 37 AND 42, "PLAT OF CRATER LAKE BEACH CLUB DIVISION NO. 4 tr

Assessor's Property Tax Parcel or Account Number: P64681

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. | The date of this Deed of Trust (Security Instrument) is1.1/26/2010 |
|----|--|
| | The parties and their addresses are: |

GRANTOR:

THOMAS DAOUST and PAMELA DAOUST, Husband and Wife, STUART GOOD and DOROTHY GOOD, Husband and Wife.

| If checked, refer to the attached Addendum incorporated herein, | for | additiona | l Grantors, | their |
|---|-----|------------|-------------|-------|
| signatures and acknowledgments. | Ą | √ \ | d garage | |

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

WASHINGTON - DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE; NOT FOR USE WITH PROPERTYUSED FOR AGRICULTURAL OR FARMING PURPOSES) © 1994 Wolters Kluwer Financial Services - Bankers SystemsTM Form USBREDTSFWA 9/14/2009

(page 1 of 3)

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 | Y at | |
|--|-------------------------|---|
| (Co | ounty) | |
| 14283 EYE OF THE ISLE RD ANACORTI | ES Washington98221-8593 | j |
| (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").

- 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): THOMAS DAOUST and PAMELA DAOUST

Principal/Maximum Line Amount: 159,122.67

Maturity Date: 12/12/2025 Note Date: 11/26/2010

- 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.

(page 2 of 3)

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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 delive | ry and exe | cution of | this Secui | rity Ins | trument, | Grantor a | igrees that a | 11 |
|----|--------------------------|--|------------|-------------|------------|----------|------------|------------|---------------|--------|
| | provisions and section | | | | | | | | | |
| 3, | .01/19/2007 | an | d recorde | d as Recor | ding Nun | nber | ********** | | 0 | r |
| | Instrument Number 2 | 0.07.0.1.19. | 0.037 | | in Book | | | | | |
| | at Page(s) | ******** | in | the\$! | sagit | | | . County, | Washi | ngton, |
| | County Recorder's office | e are hereb | y incorpo | rated into | , and shal | l gove | m, this So | ecurity In | strument. T | his |
| | Security Instrument will | be offered | for recor | d in the sa | me count | y in w | hich the N | Master Fo | rm was | |
| | recorded. | e de la companya della companya della companya de la companya della companya dell | | | | - | | | | |

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.

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) THOMAS DAOUST (Date) (Signature) PAMELA DAOUST

ACKNOWLEDGMENT:

(Individual)

STATE OF Washington COUNTY OF Skow! } ss. I certify that I know or have satisfactory evidence that THOMAS DAOUST and PAMELA DAOUST, 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: 11.26.10

(Seat)

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

My notary appointment expires:

910 "0" Arc Ameories wa 98221

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

Notary Public State of Washington KATHERINE J HOFFIELD Appointment Expires Feb 15, 2013

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(page 3 of 3)



Skagit County Auditor

| SIGNATURE ADDENDUM Date of Real Estate Document: 11/26/2010 | |
|--|---|
| Additional Parties Type: | |
| lame and Address of Parties: | |
| | |
| | |
| | |
| SIGNATURES. By signing, the undersigned agree document. The undersigned also acknowledge document. | to the terms contained in the named real estate receipt of a copy of this named real estate |
| Some Dood | |
| Signature STUART GOOD | Signature |
| Doubthy Good | |
| Signature DOROTHY GOOD | Signature |
| Signature | Signature |
| Signature | Signature |
| | |

WASHINGTON SIGNATURE REAL ESTATE ADDENDUM

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ACKNOWLEDGMENT. STATE OF Washington , COUNTY OF Skigit I certify that I know or have satisfactory evidence that STUART GOOD, Married is/are the individual(s) who appeared before me, and said individual(s) acknowledged that he/she/they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument. Dated this 1110 day of 2 by 10 verybor. My appointment expires: 910 "0" Ave Avacentes Wa 9827 (Notary Public in and for the State of Washington, residing at) **Notary Public** State of Washington KATHERINE J HOFFIELD My Appointment Expires Feb 15, 2013 STATE OF Washington COUNTY OF Skaged I certify that I know or have satisfactory evidence that (Individual) DOROTHY GOOD, Married is/are the individual(s) who appeared before me, and said individual(s) acknowledged that he/she/they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument. Dated this ______ day of _______. My appointment expires: Notary Public State of Washington KATHERINE J HOFFIELD

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My Appointment Expires Feb 15, 2013



Skagit County Auditor

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 18609717

Index #:

Order Date : 11/09/2010

Reference: 20103091941140

Parcel #: P64681

Name: THOMAS DAOUST PAMELA DAOUST

Deed Ref: N/A

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

LOT 27, 36, 37 AND 42, "PLAT OF CRATER LAKE BEACH CLUB DIVISION NO. I" AS PER PLAT RECORDED IN VOLUME 8 OF PLATS AT PAGE 51 AND 52, IN THE RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON.

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. 9207130059, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.