



201109150013

Skagit County Auditor

9/15/2011 Page

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4 10:05AM

Return To (name and address):
Indecomm Global Services
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019858251-000301532

This Space Provided for Recorder's Use

Document Title(s)

Grantor(s)

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

Legal Description See attached Exhibit "A" - see pg. 4

Assessor's Property Tax Parcel or Account Number P32862,P56454

Reference Numbers of Documents Assigned or Released

Lots 1-3, Blk 284, Map of the City of Anacortes & PTN Tract 1, Plate
State of Washington

Space Above This Line For Recording Data

77287467

DEED OF TRUST

(With Future Advance Clause)

No. 9, Anacortes Tide &
Shore Lands

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is08/19/2011
..... The parties and their addresses are:

GRANTOR:

THOMAS E. CLELAND AND BETH L. MORGAN-CLELAND, 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)

102.V.AVE., ANACORTES Washington 98221-1664.....
(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 \$ 500,000.00 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): THOMAS CLELAND and BETH MORGAN-CLELAND

Principal/Maximum Line Amount: 500,000.00

Maturity Date: 09/05/2036

Note Date: 08/19/2011

- 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 200701190036 or Instrument Number 200701190036 in Book SKAGIT at Page(s) 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.

Thomas E. Cleland 8/19/11 Beth L. Morgan-Cleland 8-19-11
(Signature) THOMAS E. CLELAND (Date) (Signature) BETH L. MORGAN-CLELAND (Date)

ACKNOWLEDGMENT:

STATE OF Washington, COUNTY OF Skagit } ss.
(Individual) I certify that I know or have satisfactory evidence that THOMAS E. CLELAND AND BETH L. MORGAN-CLELAND, HUSBAND AND WIFE

THOMAS E. CLELAND AND BETH L. MORGAN-CLELAND 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: 8/19/2011

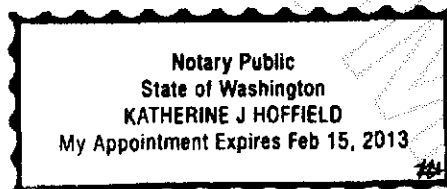
(Seal)

Katherine J. Hoffield
Notary Public in and for the State of Washington,
Residing At:

910 "O" Ave
Everett, WA 98201

My notary
appointment
expires: February 15, 2013

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



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EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 19858251
Order Date : 07/14/2011
Reference : 20111921901310
Name : THOMAS CLELAND
BETH MORGAN-CLELAND
Deed Ref : 201007130054

Index #:
Parcel #: P32862
P56454

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

PARCEL "A"

LOTS 1, 2 AND 3, BLOCK 284 " MAP OF THE CITY OF ANACORTES SKAGIT COUNTY WASHINGTON" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS PAGE 4 RECORDS OF SKAGIT COUNTY WASHINGTON., TOGETHER WITH THE NORTH 1/2 OF VACATED ALLEY ADJOINING BY OPERATION OF LAW AND TOGETHER WITH THAT PORTION OF VACATED RAILROAD AVENUE ADJOINING BY OPERATION OF LAW.

PARCEL "B"

THAT PORTION OF TRACT 1 "PLATE NO. 9 ANACORTES TIDE AND SHORES LANDS" SITUATED IN SECTION 18 TOWNSHIP 35 NORTH RANGE 2 EAST W.M. ACCORDING TO THE OFFICIAL MAP THEREOF ON FILE IN THE OFFICE OF THE COMMISSIONER PF PUBLIC LANDS IN OLYMPIA WASHINGTON LYING EAST OF THE WEST LINE OF LOT 3 BLOCK 284 PROJECTED NORTH OF "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY WASHINGTON" ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS PAGE 4 RECORDS OF SKAGIT COUNTY.

ABBREVIATED LEGAL: LOTS 1-3 BLK 284 MAP OF THE CITY OF ANACORTES & PTN TRACT 1 PLATE NO 9, ANACORTES TIDE AND SHORE LANDS

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. 201007130054, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.



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