



201111020004

Skagit County Auditor

11/2/2011 Page 1 of 5 9:59AM

Return To (name and address):  
Southwest Financial Services, Ltd.  
537 E Pete Rose Way, STE 300  
Cincinnati, OH 45202



020021760-000321837

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: (5.7500 AC) (TITLE ELIMINATION) INCLUDING MANUFACTURED HOME 1993

Assessor's Property Tax Parcel or Account Number: P51003

Reference Numbers of Documents Assigned or Released:

18-36-05 SE SW

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 ...09/30/2011.....  
..... The parties and their addresses are:

**GRANTOR:**

JIMMY L. CABE and MARY LOU CABE, 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)  
...2786 BLUE MOUNTAIN RD... SEDRO WOOLLEY....., Washington ....98284-9688...  
(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): JIMMY CABE and MARY LOU CABE  
Principal/Maximum Line Amount: 120,000.00  
Maturity Date: 10/05/2026  
Note Date: 09/30/2011
  - 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 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.
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) Jimmy L. Cabe 9-30-11 (Date) (Signature) Mary Lou Cabe 9-30-11 (Date)  
JIMMY L. CABE MARY LOU CABE

**ACKNOWLEDGMENT:**

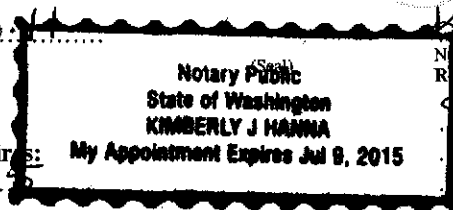
STATE OF Washington, COUNTY OF Skagit } ss.  
(Individual) I certify that I know or have satisfactory evidence that JIMMY L. CABE and MARY LOU CABE, Husband and Wife.

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: 9-30-11

My notary  
appointment expires:

7/9/15



Kimberly J. Hanna  
Notary Public in and for the State of Washington,  
Residing At:

Sedro Woolley

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 2

Account #: 20021760  
Order Date : 08/26/2011  
Reference : 20112351644190  
Name : JIMMY CABE  
          MARY LOU CABE  
Deed Ref : N/A

Index #:  
  
Parcel #: P51003

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, TO WIT:

**PARCEL 1**

THAT PORTION OF THE NORTH 1/2 OF THE SOUTH 2/3 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., LYING WEST OF THE CENTERLINE OF THE BONNEVILLE POWER ADMINISTRATION LINE ROAD AND LYING NORTH OF A LINE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M.; THENCE SOUTH 89 DEGREES 36' 30" EAST ALONG THE SOUTH LINE OF SAID SECTION, 1137.25 FEET TO THE INTERSECTION OF SAID SECTION LINE AND THE SOUTHERLY PROJECTION OF THE WEST LINE OF LOT 1 OF SKAGIT COUNTY SHORT PLAT NO. 130-79, RECORDED IN VOLUME 4 OF SHORT PLATS AT PAGE 72 AS AUDITOR'S FILE NO. 8004250001; THENCE NORTH 3 DEGREES 53' 52" WEST ALONG THE WEST LINE OF SAID SHORT PLAT AND THE WEST LINE OF THE HAYS SURVEY RECORDED IN VOLUME 2 OF SURVEYS AT PAGE 202 AS AUDITOR'S FILE NO. 7911010005, 865.9 FEET TO AN EXISTING FENCE CORNER AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 87 DEGREES 12' 57" EAST, A DISTANCE OF 677 FEET, MORE OR LESS, TO AN EXISTING FENCE CORNER AND EXTENDED ON TO THE CENTERLINE OF THE BONNEVILLE POWER ADMINISTRATION ROAD, AND THE TERMINAL POINT OF THIS DESCRIPTION.

**PARCEL 2**

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS:

(A.) THE NORTH 1/3 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN THE BOUNDARIES OF A TRACT OF LAND CONVEYED TO JOSEPH BROSS, JR., AND GENEVIEVE BROSS, HIS WIFE, AND ERNEST W. DUVAL AND LOUISE DUVAL, HIS WIFE, BY DEED RECORDED DECEMBER 20, 1964, UNDER AUDITOR'S FILE NO. 659984, AND ALSO EXCEPT THAT PORTION OF SAID PREMISES LYING WEST OF A LINE BEGINNING 1135 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 18 AND RUNNING THENCE NORTH TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SAID SECTION 18, THE TERMINAL POINT OF SAID LINE.

(B ) THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 18, WHICH POINT BEARS NORTH 0 DEGREES 31' 27" EAST A DISTANCE OF 1373.92 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SAID SECTION 18, AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 0 DEGREES 31' 27" EAST ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 134.59 FEET TO A POINT IN THE CENTERLINE OF THOMPSON'S GULCH; THENCE SOUTH 62 DEGREES 59' 21" WEST ALONG THE CENTERLINE OF THOMPSON'S GULCH,



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Account #: 20021760  
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Name : JIMMY CABE  
MARY LOU CABE  
Deed Ref : N/A

Index #:  
Parcel #: P51003

A DISTANCE OF 75.39 FEET; THENCE NORTH 87 DEGREES 29' 31" WEST A DISTANCE OF 191.02 FEET; THENCE NORTH 70 DEGREES 43' 40" WEST A DISTANCE OF 307.83 FEET TO A POINT IN THE CENTERLINE OF THOMPSON'S GULCH; THENCE SOUTH 81 DEGREES 41' 03" WEST A DISTANCE OF 566.47 FEET; THENCE SOUTH 83 DEGREES 23' 24" EAST A DISTANCE OF 1115.29 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THAT LIES WESTERLY OF THE CENTERLINE OF THE BONNEVILLE POWER ADMINISTRATION POWER LINE ROAD WHICH CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 18, WHICH POINT BEARS NORTH 0 DEGREES 31' 27" EAST A DISTANCE OF 1508.51 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4, WHICH POINT IS IN THE CENTERLINE OF THOMPSON'S GULCH; SOUTH 62 DEGREES 59' 21" WEST ALONG THE CENTERLINE OF THOMPSON'S GULCH A DISTANCE OF 75.39 FEET; THENCE NORTH 87 DEGREES 29' 31" WEST, 191.02 FEET; THENCE NORTH 70 DEGREES 43' 40" WEST, 307.83 FEET, MORE OR LESS, TO AN INTERSECTION OF SAID CENTERLINE OF THOMPSON'S GULCH AND THE CENTERLINE OF THE BONNEVILLE POWER ADMINISTRATION POWER LINE ROAD; THENCE SOUTH 03 DEGREES 30' WEST ALONG SAID POWER LINE ROAD A DISTANCE OF 68 FEET; THENCE CONTINUING ALONG THE CENTER OF SAID POWER LINE ROAD, SOUTH 04 DEGREES 45' WEST, 200 FEET; SOUTH 01 DEGREES WEST, 100 FEET; SOUTH 08 DEGREES 15' WEST, 200 FEET; SOUTH 15 DEGREES 45' WEST, 200 FEET; SOUTH 03 DEGREES 30' EAST, 100 FEET; SOUTH 23 DEGREES EAST, 120 FEET; SOUTH 29 DEGREES 45' WEST 100 FEET AND SOUTH 10 DEGREES WEST ALONG SAID CENTERLINE AND SAID CENTERLINE PRODUCED TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 18.

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. 9810260074, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.



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