

UNRECORDED



201111290002
Skagit County Auditor

11/29/2011 Page 1 of 4 9:43AM

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



020152545-000335077

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: E1/2 LOT 5 ALL OF 6 BLK 16 FLAT OF THE TOWN OF SEDRO
Assessor's Property Tax Parcel or Account Number: P75466
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 ...10/28/2011.....
..... The parties and their addresses are:

GRANTOR:
JAMES W. SMITH and MARCIA L. SMITH, 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

UNRECORDED

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)
.621.JAMESON.ST..SEDRQ.WOOLLEY....., Washington98284-1719...
(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 \$102,987.02..... 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): JAMES SMITH and MARCIA SMITH
Principal/Maximum Line Amount: 102,987.02
Maturity Date: 11/05/2026
Note Date: 10/28/2011
 - 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.

(page 2 of 3)



20111129002
Skagit County Auditor

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.

James W. Smith (Signature) JAMES W. SMITH (Date) *Marcia L. Smith 10-28-2011* (Signature) MARCIA L. SMITH (Date)

ACKNOWLEDGMENT:

STATE OF Washington, COUNTY OF Skagit } ss.
I certify that I know or have satisfactory evidence that
(Individual) JAMES W. SMITH and MARCIA L. SMITH, 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: 10/28/11 *Kimberly J Hanna*
Notary Public in and for the State of Washington,
Residing At: Redmond, WA

My notary appointment expires: 7/9/15
Notary Public
State of Washington
KIMBERLY J HANNA
My Appointment Expires Jul 9, 2015

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



201111290002
Skagit County Auditor

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 20152545
Order Date : 09/30/2011
Reference : 20112731937170
Name : JAMES SMITH
 MARCIA SMITH
Deed Ref : N/A

Index #:
Registered Land :
Parcel #: P75466

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

**THE EAST 1/2 OF LOT 5 AND ALL OF LOT 6, BLOCK 16, "PLAT OF THE TOWN OF SEDRO",
ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGES 17 AND 18, RECORDS
OF SKAGIT COUNTY, 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. 9011080078,
OF THE SKAGIT COUNTY, WASHINGTON RECORDS.**



201111290002
Skagit County Auditor