



201206260024

Skagit County Auditor

6/26/2012 Page 1 of 5 10:22AM

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



020851304-000416342

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: ANACO BEACH PT LOTS 6 7
Assessor's Property Tax Parcel or Account Number: P61819
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 ...06/01/2012.....
..... The parties and their addresses are:

GRANTOR:
STEVEN F. NELSON and TARA M. DOWD, 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)
..4603 ANACO BEACH RD...ANACORTES....., Washington98221-8708...
(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 \$105,360.85..... 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): STEVEN NELSON and TARA MAUREEN DOWD
Principal/Maximum Line Amount: 105,360.85
Maturity Date: 06/17/2027
Note Date: 06/01/2012
 - 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) STEVEN F. NELSON (Date) 6-1-2012 (Signature) TARA M. DOWD (Date) 6/1/12

ACKNOWLEDGMENT:

(Individual) STATE OF Washington, COUNTY OF Skagit } ss.
I certify that I know or have satisfactory evidence that
STEVEN F. NELSON and TARA M. DOWD, 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: 6/1/2012

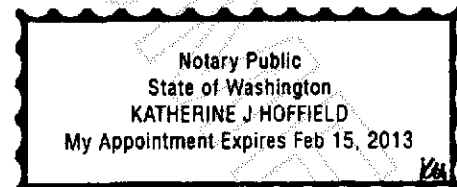
(Seal)

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

My notary
appointment expires:
February 15, 2013

910 O Ave
Anacortes wa 98221

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



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EXHIBIT "A" LEGAL DESCRIPTION

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Account #: 20851304
Order Date: 04/25/2012
Reference: 20121112009020
Name: STEVEN NELSON
TARA MAUREEN DOWD
Deed Ref: N/A

Index #:
Registered Land:
Parcel #: P61819

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

THAT PORTION OF TRACT 7, ANACO BEACH, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHWESTERLY LINE OF SAID TRACT 7, 185 1/2 FEET SOUTHWESTERLY FROM THE NORTHWEST CORNER OF SAID LOT, THE SAME BEING THE SOUTHWESTERLY POINT OF TRACT SOLD TO CHARLES STANTON SCHORK AND LINDA LOUISE SCHORK, HUSBAND AND WIFE, UNDER REAL ESTATE CONTRACT, DATED MAY 5, 1965, AND RECORDED JULY 9, 1965, UNDER AUDITOR'S FILE NO. 668771; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF LOT 7 TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 7 TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED SCHORK TRACT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF THE SCHORK TRACT TO THE POINT OF BEGINNING; TOGETHER WITH THE SOUTHEASTERLY 20 FEET OF TRACT 6, ANACO BEACH, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON, ADJOINING THE ABOVE DESCRIBED TRACT; ALSO TOGETHER WITH THAT PORTION OF THE FOLLOWING DESCRIBED TIDELANDS WHICH ADJOIN THE SOUTHEASTERLY 20 FEET OF LOT 6, ANACO BEACH, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY.

THAT PORTION OF TRACTS 2 AND 3, PLATE 3, ANACORTES TIDELANDS, LYING IN FRONT OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, AS SHOWN ON THE OFFICIAL MAP ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF SAID TRACT 3, WHICH POINT IS ALSO THE MOST WESTERLY POINT OF LOT 6 OF ANACO BEACH; THENCE RUN SOUTHWESTERLY TO A POINT ON THE SOUTHWESTERLY SIDE OF SAID TRACT 2, ALSO THE INNER HARBOR LINE, WHICH IS NORTH 29 DEG. 23'45" WEST A DISTANCE OF 140.56 FEET FROM THE INTERSECTION OF SAID INNER HARBOR LINE WITH THE EAST LINE OF SAID TRACT 2; THENCE SOUTH 29 DEG. 23'45" EAST ALONG SAID INNER HARBOR LINE A DISTANCE OF 95.08 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTHEASTERLY SIDE OF SAID TRACT 3 WHICH IS NORTH 52 DEG. 33' WEST A DISTANCE OF 40.02 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 8 OF SAID ANACO BEACH; THENCE NORTH 52 DEG. 33' WEST 140.07 FEET TO SAID POINT OF BEGINNING.

AND ALSO TOGETHER; WITH THE GRANTORS UNDIVIDED INTEREST IN:

THE NORTHWESTERLY 20 FEET OF TRACT 8, IN ANACO BEACH, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON:



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Account #: 20851304
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Reference : 20121112009020
Name : STEVEN NELSON
Deed Ref : N/A

Index #:
Registered Land:
Parcel #: P61819

ALSO THAT PORTION OF THE FOLLOWING DESCRIBED TIDELANDS WHICH ADJOIN LOT 7 AND THE NORTHWESTERLY 20 FEET OF LOT 8 OF SAID ANACO BEACH:

THAT PORTION OF TRACTS 2 AND 3, PLATE 3, ANACORTES TIDELANDS, LYING IN FRONT OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF SAID TRACT 3, WHICH POINT IS ALSO THE MOST WESTERLY POINT OF LOT 6 OF ANACO BEACH; THENCE RUN SOUTHWESTERLY TO A POINT ON THE SOUTHWESTERLY SIDE OF SAID TRACT 2, ALSO ON THE INNER HARBOR LINE, WHICH IS NORTH 29 DEG. 23'45" WEST A DISTANCE OF 140.56 FEET FROM THE INTERSECTION OF SAID INNER HARBOR LINE WITH THE EAST LINE OF SAID TRACT 2; THENCE SOUTH 29 DEG. 23'45" EAST ALONG SAID INNER HARBOR LINE A DISTANCE OF 95.08 FEET; THENCE NORTHEASTERLY TO A POINT ON THE NORTHEASTERLY SIDE OF SAID TRACT 3 WHICH IS NORTH 52 DEG. 33' WEST 40.02 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 8 OF SAID ANACO BEACH; THENCE NORTH 52 DEG. 33' WEST A DISTANCE OF 140.07 FEET TO SAID POINT OF BEGINNING.

ABBREVIATED LEGAL - PTN LOTS 6 & 7, ANACO BEACH

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. 199912100152, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.



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