

UNRECORDED



201211130053
Skagit County Auditor

11/13/2012 Page 1 of 4 11:26AM

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



021406285-000470391

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 14+15, BLK 148 "CITY OF FIDALGO, SKAGIT CO" TOG W VACATED

Assessor's Property Tax Parcel or Account Number: P73209

Reference Numbers of Documents Assigned or Released:

PRN OF ERIE AVE ADJ, ALSO
THAT PRN OF W 1/2 OF VACATED
ALLEY ADJ WHICH REVERTED TO SAID
PREMISES BY OPERATION
OF LAW

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 ...10/11/2012.....
..... The parties and their addresses are:

GRANTOR:

WILLIAM L. HALVERSON and DONNA L. HALVERSON, 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 INSTRUMENT

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:
FIDALGO CITY, BLOCK 148, LOT 14 AND 15, ACRES 0.23, TOGETHER WITH VACA

The property is located in SKAGIT COUNTY..... at
(County)
.6337 SEASHELL ST., ANACORTES....., Washington98221-8257...
(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 \$...38,974.21..... 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): WILLIAM HALVERSON and DONNA LOU HALVERSON
Principal/Maximum Line Amount: 38,974.21
Maturity Date: 10/18/2022
Note Date: 10/11/2012
 - 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) *William L. Halverson* 10/11/12 (Date) **WILLIAM L. HALVERSON**
(Signature) *Donna L. Halverson* 10/11/12 (Date) **DONNA L. HALVERSON**

ACKNOWLEDGMENT:

STATE OF Washington....., COUNTY OF Skagit..... } ss.
(Individual) I certify that I know or have satisfactory evidence that
WILLIAM L. HALVERSON and DONNA L. HALVERSON, 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: 10/11/2012.....

(Seal) *Katherine J. Hoffield*.....
Notary Public in and for the State of Washington,
Residing At:
910 0 Ave
Aracortes WA 98221

My notary
appointment expires:
February 15, 2013.

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

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


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EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 21406285
Order Date: 09/26/2012
Reference: 20122651328280

Index #:
Registered Land:
Parcel #: P73209

Name: WILLIAM HALVERSON
DONNA LOU HALVERSON
Deed Ref: N/A

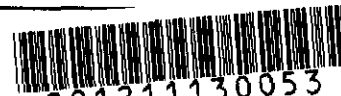
SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:
LOTS 14 AND 15, BLOCK 148, "CITY OF FIDALGO, SKAGIT COUNTY, WASHINGTON",
ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS
OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THE VACATED PORTION OF ERIE
AVENUE ADJOINING, AND ALSO THAT PORTION OF THE WEST HALF OF THE VACATED
ALLEY ADJOINING, WHICH HAS REVERTED TO SAID PREMISES BY OPERATION OF LAW.

ABBREVIATED LEGAL - LOTS 14 & 15 BL 148 CY OF FIDALGO

**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. 865508, OF
THE SKAGIT COUNTY, WASHINGTON RECORDS.**

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