



201303140029

Skagit County Auditor

3/14/2013 Page 1 of 7 11:03AM

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021613553-000524687

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78480332

Document Title(s): Deed of Trust

Grantor(s): See GRANTOR below

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

Legal Description: PTN NE 30-34-03E PA604

Assessor's Property Tax Parcel or Account Number: P22950

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 ..02/19/2013.....
..... The parties and their addresses are:

GRANTOR:

TRACY D. POWELL AND SHAWNA R. POWELL, 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

T.P.

SP

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:
PTN NE 30-34-03E

The property is located in SKAGIT COUNTY at
(County)
16258 LA CONNER WHITNEY RD, LA CONNER....., Washington 98257-4743...
(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 \$ 175,000.00..... 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): TRACY POWELL and SHAWNA POWELL
Principal/Maximum Line Amount: 175,000.00
Maturity Date: 02/21/2028
Note Date: 02/19/2013
 - 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.

Tracy Powell 2-19-2013 *Shawna Powell* 2-19-13
(Signature) TRACY D. POWELL (Date) (Signature) SHAWNA R. POWELL (Date)

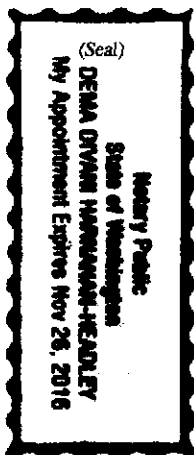
ACKNOWLEDGMENT:

STATE OF Washington, COUNTY OF Skagit } ss.
(Individual) I certify that I know or have satisfactory evidence that
TRACY D. POWELL AND SHAWNA R. POWELL, 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: 2-19-13

My notary
appointment expires:
Nov, 26, 2016



Dena Dene Hamm-Headey
Notary Public in and for the State of Washington,
Residing At:
419 South 2nd St
Mount Vernon, WA 98273

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 #: 21613553
Order Date : 11/23/2012
Reference : 20123201855400
Name : TRACY POWELL
 SHAWNA POWELL
Deed Ref : 200303210024

Index #:
Registered Land:
Parcel #: P22950

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

**THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30,
TOWNSHIP 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS
FOLLOWS:**

**BEGINNING AT A POINT WHERE THE CENTERLINE OF THAT CERTAIN COUNTY ROAD KNOWN
AS THE LACONNER-WHITNEY ROAD NO. 635 INTERSECTS THE NORTH LINE OF SAID SECTION
30, WHICH POINT BEARS NORTH 89 DEG. 53'30" WEST A DISTANCE OF 1294 04 FEET FROM THE
NORTHEAST CORNER OF SAID SECTION 30, THENCE SOUTH 00 DEG. 08'30" EAST ALONG THE
CENTERLINE OF SAID COUNTY ROAD A DISTANCE OF 690 69 FEET, THENCE ON A CURVE TO
THE RIGHT, HAVING A RADIUS OF 954 93 FEET AN ARC DISTANCE OF 559 38 FEET, THENCE
CONTINUING ALONG THE CENTERLINE OF SAID COUNTY ROAD SOUTH 33 DEG. 25'15" WEST
A DISTANCE OF 109 86 FEET, THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 1909 86
FEET AN ARC DISTANCE OF 180 41 FEET TO A POINT ON THE CENTERLINE OF SAID COUNTY
ROAD AT WHICH POINT A TANGENT TO SAID CURVE BEARS SOUTH 28 DEG. 00'31" WEST,
THENCE AT RIGHT ANGLES TO SAID TANGENT NORTH 61 DEG. 59'29" WEST A DISTANCE OF
25 00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF SAID COUNTY ROAD
AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE
NORTH 78 DEG. 47'30" WEST A DISTANCE OF 260 94 FEET, THENCE NORTH 10 DEG. 45'20" EAST
A DISTANCE OF 135 FEET, THENCE SOUTH 78 DEG. 47'30" EAST TO THE NORTHWESTERLY
RIGHT OF WAY OF SAID COUNTY ROAD, THENCE IN A SOUTHWESTERLY DIRECTION ALONG
THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD TO THE TRUE POINT OF
BEGINNING**

ABBREVIATED LEGAL - PT W 1/2 OF SE 1/4 SEC 30 T34N R3E WM

**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.
200303210024, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.**



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Mortgage Rider

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

Owner

TRACY D. POWELL AND SHAWNA R.
POWELL, HUSBAND AND WIFE

Property Address: 16258 LA CONNER WHITNEY RD, LA CONNER, WA 98257-4743

Mortgage Rider

This Mortgage Rider, dated 02/19/2013, is incorporated into and amends the mortgage, deed of trust, or security deed (the Security Instrument) of the same date. The Security Instrument covers the Property described above.

Secured Debt

Secured Debt. The Secured Debt and Future Advances (sometimes referred to as Secured Debts) section of the Security Instrument is amended to add the following sentence as the last sentence in the final paragraph:

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z.

Escrow

☒ **Escrow for Taxes and Insurance.** The Escrow for Taxes and Insurance section is revised to read as follows:

☐ **Escrow for Taxes and Insurance.**

As provided in a separate agreement, the Mortgagor or Grantor agrees to pay to Lender funds for taxes and insurance in escrow.

☒ **Escrow for Taxes and Insurance.**

Lender will collect escrow payments from Mortgagor or Grantor as part of Mortgagor or Grantor's regularly scheduled payments under the Loan. Lender will apply Mortgagor or Grantor's payments in the following order: (1) payment protection or insurance (if applicable), (2) interest, (3) escrow, (4) principal, and (5) other fees. The escrow funds shall be held in an account with Lender or any other federally insured depository institution.

☒ **Escrow for Taxes and Insurance.**

Mortgagor or Grantor will pay to Lender amounts for (a) yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any).

Mortgage Rider
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Mortgagor or Grantor will pay those amounts to Lender unless Lender tells Mortgagor or Grantor, in writing, that Mortgagor or Grantor does not have to do so, or unless the law requires otherwise. Mortgagor or Grantor will make those payments at the times required by Lender.

Lender will estimate from time to time Mortgagor or Grantor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the Escrow Items. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that Mortgagor or Grantor pays to Lender for Escrow Items under this section will be called the Funds. Lender will collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor or Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 (as amended), unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give Mortgagor or Grantor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge Mortgagor or Grantor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Mortgagor or Grantor's payments of Funds, or for receiving,

verifying and totaling assessments and bills. However, Lender may charge Mortgagor or Grantor for these services if Lender pays Mortgagor or Grantor interest on the Funds and if the law permits Lender to make such a charge. Lender may require Mortgagor or Grantor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Mortgagor or Grantor any interest or earnings on the Funds unless either (i) Lender and Mortgagor or Grantor agree in writing, at the time Mortgagor or Grantor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify borrower in writing, and, in such case, borrower will pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default under this Security Instrument, Lender declares all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Mortgagor or Grantor has paid all of the sums secured, Lender will promptly refund to Mortgagor or Grantor any Funds that are then being held by Lender.



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Signatures

Signatures. The Undersigned agree to the terms contained in this Rider.

Owner

Tracy Powell

Date 02/19/2013

TRACY D. POWELL

(Seal)

2-19-2013

Date

(Seal)

Shawna Powell

Date 02/19/2013

SHAWNA R. POWELL

(Seal)

2.19.13

Date

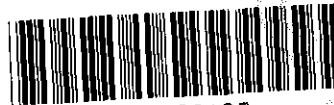
(Seal)

☐ Refer to the attached **Signature Addendum** for additional parties and signatures.

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