



201304030014

Skagit County Auditor

4/3/2013 Page

1 of

4 9:41AM

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Document Title(s)

Grantor(s)

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

Legal Description See attached Exhibit "A" *PTN SE NE 29 34 04E*

Assessor's Property Tax Parcel or Account Number P28519

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 .....03/14/2013  
..... The parties and their addresses are:

GRANTOR:

JOHN MICHAEL WOLLAK, UNMARRIED AND JANICE MARLENE CAIN, UNMARRIED

- ☐ 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

WASHINGTON - HOME EQUITY LINE OF CREDIT DEED OF TRUST

(NOT FOR FNMA, FHLMC, FHA OR VA USE; NOT FOR USE WITH PROPERTY USED FOR AGRICULTURAL PURPOSES)

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TM Form USBOCPSFDTWA 9/14/2009

*John Michael Wollak* *Janice Marlene Cain*  
(page 1 of 3)

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)

.1620 S. 18TH ST., MOUNT VERNON ....., Washington 98274-6030.....  
(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 \$ 106,000.00..... 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. (You **must** specifically identify the debt(s) secured and you should include the **final maturity date** of such debt(s).)  
Borrower(s): JOHN WOLLAK  
Principal/Maximum Line Amount: 106,000.00  
Maturity Date: 03/13/2038  
Note Date: 03/14/2013

- 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 other 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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In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

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 200701190036 ..... 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.

7. **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) Janice Marlene Cain 3/14/13 (Date) (Signature) John Michael Wollak 3/14/13 (Date)

**ACKNOWLEDGMENT:**

STATE OF Washington, COUNTY OF Snohomish } ss.  
(Individual) I certify that I know or have satisfactory evidence that JOHN MICHAEL WOLLAK, UNMARRIED AND JANICE MARLENE CAIN, UNMARRIED

..... 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: 3/14/13

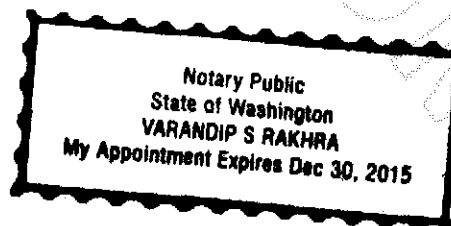
(Seal)

Notary Public in and for the State of Washington,  
Residing At:

My notary  
appointment  
expires: 12/30/15

Mail Creek

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



**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 21896530  
Order Date : 02/21/2013  
Reference : 20130251743160  
Name : JOHN WOLLAK  
Deed Ref : 200607210191

Index #:  
Registered Land:  
Parcel #: P28519

**SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:**

**THAT PORTION OF THE NORTH HALF OF THE SE 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EAST LINE OF EIGHTEENTH STREET, FORMERLY BURCH ROAD, 130 FEET SOUTH OF THE NORTH LINE OF SAID NORTH HALF OF THE SE1/4 OF THE NE1/4; THENCE EAST ALONG THE SOUTH LINE OF TRACTS OF LAND CONVEYED TO ROBERT K. MAYS AND FRIEDA MAYS, HIS WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NOS. 536745 AND 553038, A DISTANCE OF 125 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF EIGHTEENTH STREET, A DISTANCE OF 130 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN TRACT CONVEYED TO WESLEY E. HINTON AND WIFE MYRTLE C. HINTON, HIS WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 548759; THENCE WEST ALONG THE NORTH LINE OF SAID HINTON TRACT, 125 FEET TO THE EAST LINE OF EIGHTEENTH STREET; THENCE NORTH ALONG THE EAST LINE OF EIGHTEENTH STREET, 130 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.**

**ABBREVIATED LEGAL: PTN SE NE 29 34 04E**

**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. 200607210191, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.**



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