



200803260035
Skagit County Auditor

3/26/2008 Page 1 of 6 9:33AM

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Document Title(s) Deed of Trust

Grantor(s) PAT CUMMINGS AND LESLIE ANN CUMMINGS, HUSBAND AND WIFE

Grantee(s) U.S. Bank National Association N.D.

Legal Description PTN SEC 35 T35N R1E WM, Skagit City Washington, see pg 5

Assessor's Property Tax Parcel or Account Number P32600

Reference Numbers of Documents Assigned or Released

44248003 44249243

State of Washington

Space Above This Line For Recording Data

ALS#:

~~44248003~~ ~~44249243~~

DEED OF TRUST
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 02/26/2008.....
..... The parties and their addresses are:

GRANTOR:

PAT CUMMINGS AND LESLIE ANN CUMMINGS, 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
111 S.W. Fifth Avenue, Suite 3500
Portland, OR 97204

LENDER:

U.S. Bank, National Association N.D.
4355 17th Avenue S.W.
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:

The real estate mortgage herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in 11881 OLGA RD at
(County)
ANACORTES Washington 98221
(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 \$ 83,500.00 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 Name(s): LESLIE CUMMINGS AND THEODORE CUMMINGS

Note Date: 02/26/2008

Maturity Date: 03/01/2033

Principal/Maximum 83,500.00
Line Amount:

- 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.

(page 2 of 3)



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 8:10 am and recorded as Recording Number N/A or Instrument Number 200701190037 in Book N/A at Page(s) N/A 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.

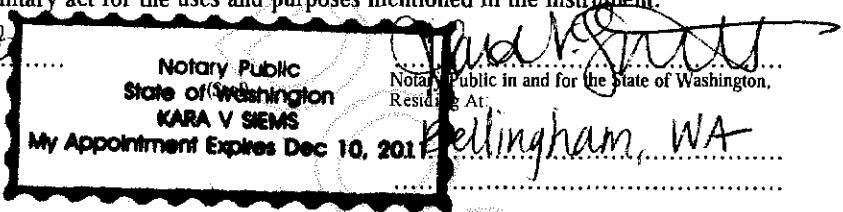
6. SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 and a copy of the provisions contained in the previously recorded Master Form.

(Signature) PAT CUMMINGS (Date) 2/26/08 (Signature) Leslie Cummings (Date) 2/26/08
(Signature) PAT CUMMINGS (Date) (Signature) LESLIE ANN CUMMINGS (Date)

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit } ss.
(Individual) I certify that I know or have satisfactory evidence that PAT CUMMINGS AND LESLIE ANN CUMMINGS, 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: 2/26/08



My notary appointment expires: 12/10/11

This instrument was prepared by.....
First American
1100 Superior Avenue
Suite 210
Cleveland, OH 44114



200803260035
Skagit County Auditor

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Washington

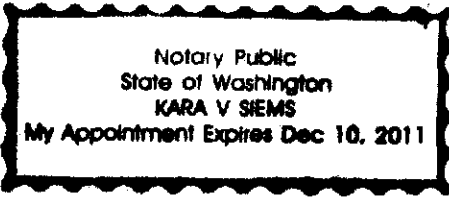
ACCOUNT # 3000618491

COUNTY OF Skagit

On February 26th, 2008 before me, Kara Siems, a Notary Public,
(DATE)

personally appeared, Leslie and Theodore Pat Cummings, *husband & wife*
(SIGNERS)

 personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kara V Siems

NOTARY SIGNATURE

My Commission Expires: 12/10/2011



EXHIBIT A

PARCEL "A":

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST
WILLAMETTE MERIDIAN;

EXCEPT ALL THAT PORTION OF SAID SUBDIVISION DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF
THE SOUTHWEST 1/4 AS SHOWN ON RECORD OF SURVEY FILED IN BOOK
ONE OF SURVEYS AT PAGE 159, RECORDS OF SKAGIT COUNTY,
WASHINGTON;

THENCE SOUTH 0 DEGREES 13 MINUTES 27 SECONDS EAST ALONG THE
WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A
DISTANCE OF 341.59 FEET TO THE SOUTHWEST CORNER OF THE NORTH
1/2 OF THE NORTH 1/2 OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST
1/4;

THENCE NORTH 88 DEGREES 49 MINUTES 47 SECONDS EAST ALONG THE
SOUTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2 OF THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 180.00 FEET;

THENCE NORTH 46 DEGREES 43 MINUTES 51 SECONDS EAST A DISTANCE
OF 506.26 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4;

THENCE SOUTH 89 DEGREES 03 MINUTES 10 SECONDS WEST A DISTANCE
OF 550.00 FEET TO THE POINT OF BEGINNING.

PARCEL "B":

ALL THAT PORTION OF LOT 4, SHORT PLAT NUMBER 19-86, APPROVED
JUNE 7, 1985, AS RECORDED IN VOLUME 7 OF SHORT PLATS, PAGES
24 AND 25, UNDER AUDITOR'S FILE NUMBER 8506100021, RECORDS OF
SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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200803260035
Skagit County Auditor

3/26/2008 Page

5 of

6 9:33AM

EXHIBIT A
(continued)

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 1 EAST
WILLAMETTE MERIDIAN, AS SHOWN ON RECORD OF SURVEY FILED IN
BOOK 1 OF SURVEYS AT PAGE 159, RECORDS OF SKAGIT COUNTY,
WASHINGTON;

THENCE SOUTH 89 DEGREES 03 MINUTES 10 SECONDS WEST ALONG THE
SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 A
DISTANCE OF 570.00 FEET;

THENCE NORTH 49 DEGREES 0 MINUTES 0 SECONDS EAST A DISTANCE
OF 761.22 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE
SOUTHWEST 1/4;

THENCE SOUTH 0 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE
OF 490 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

PTN SEC 35 T35N R1E WM

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO PAT CUMMINGS
AND LESLIE ANN CUMMINGS, HUSBAND AND WIFE FROM SAN JUAN
FIDALGO HOLDING COMPANY, INC. BY DEED DATED 06/24/92 AND
RECORDED 07/15/92 IN INSTRUMENT NO. 9207150057, PAGE N/A IN
THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P32600
PAT CUMMINGS AND LESLIE ANN CUMMINGS, HUSBAND AND WIFE

11881 OLGA ROAD, ANACORTES WA 98221
Loan Reference Number : 20080351241050
First American Order No: 13993395
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



U44248062-01FB06

ASGMT DOT

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200803260035
Skagit County Auditor

3/26/2008 Page

6 of

6 9:33AM