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200807240103
Skagit County Auditor

7/24/2008 Page 1 of 6 3:23PM

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~~When Recorded Return To: U.S. Recordings, Inc.
2925 Country Drive, Suite 201, St. Paul, MN 55117~~

Document Title(s) Deed of Trust

Grantor(s) JOHN ALAN VAN PELT AND NANCY LEE VAN PELT, HUSBAND AND WIFE

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

Legal Description *grt lot 4, sec 6, tws 33, N Rg 4 E W.M. 1p9586*

Assessor's Property Tax Parcel or Account Number P16430

Reference Numbers of Documents Assigned or Released

State of Washington

Space Above This Line For Recording Data

ALS#:

~~XXXXXXXXXXXXXXXXXXXX~~

DEED OF TRUST

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 06/20/2008.....
..... The parties and their addresses are:

GRANTOR:

JOHN ALAN VAN PELT AND NANCY LEE VAN PELT, 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 SKAGIT at 18139 DIKE RD
(County)
MOUNT VERNON, Washington 98273
(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 \$ 200,000.00. 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 Name(s): JOHN VANPELT AND NANCY VANPELT

Note Date: 06/20/2008

Maturity Date: 06/15/2033

Principal/Maximum 200,000.00

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.

John Alan Van Pel 4/20/08 (Signature) JOHN ALAN VAN PELT (Date)
Nancy Lee Van Pel 4/20/08 (Signature) NANCY LEE VAN PELT (Date)

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit } ss.
 (Individual) I certify that I know or have satisfactory evidence that
JOHN VANPELT AND NANCY VANPELT husband & wife
Alan Lee 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.

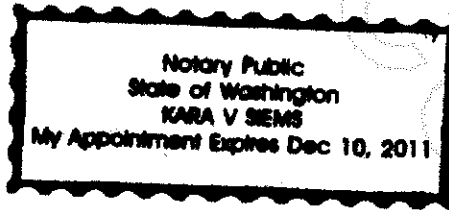
Dated: 4/20/08

(Seal)

Kara V. Siems
Notary Public in and for the State of Washington,
Residing At:

My notary
appointment expires:
12/10/2011

Bellingham, WA
Kara V. Siems



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



200807240103
Skagit County Auditor

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Washigton

ACCOUNT # ~~XXXXXXXXXX~~

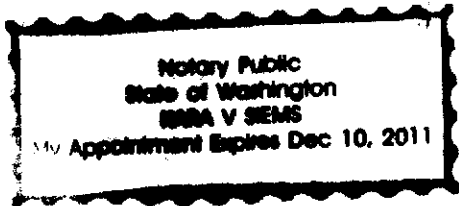
COUNTY OF Skagit

On June 20th 2008 before me, Kara Siems, a Notary Public,
(DATE)

personally appeared, John and Nancy Vanpelt,
(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 Siems
NOTARY SIGNATURE

My Commission Expires: 12/10/2011

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EXHIBIT A

GOVERNMENT LOT 4, SECTION 6, TOWNSHIP 33, NORTH RANGE 4 EAST WILLAMETTE MERIDIAN, EXCEPT THAT PORTION THEREOF LYING EAST OF A LINE RUNNING SOUTH FROM A POINT IN THE NORTH LINE OF SAID LOT WHICH IS 1386.8 FEET WEST OF THE NORTH QUARTER CORNER OF SAID SECTION.

ALSO GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 33 NORTH RANGE 3, EAST WILLAMETTE MERIDIAN EXCEPT THE FOLLOWING DESCRIBED TRACT THEREIN: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 214.5 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 313.04 FEET, MORE OR LESS, TO THE EAST LINE OF THE COUNTY ROAD; THENCE NORTH 37 DEGREES 34 MINUTES EAST ALONG SAID COUNTY ROAD 75 FEET; THENCE SOUTH 77 DEGREES 30 MINUTES EAST 273.93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

GL 4 SEC 6 T33N R4E WM GL 1 SEC 1 T33N R3E WM

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JOHN ALAN VAN PELT AND NANCY LEE VAN PELT, HUSBAND AND WIFE FROM JOHN VAN PELT AND MAGNA VAN PELT, HUSBAND AND WIFE BY DEED DATED 06/01/05 AND RECORDED 06/01/05 IN INSTRUMENT NO. 200506010005, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P16430
JOHN ALAN VAN PELT AND NANCY LEE VAN PELT, HUSBAND AND WIFE

18139 DIKE ROAD, MOUNT VERNON WA 98273

37612694

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EXHIBIT A
(continued)

Loan Reference Number : 20081441316041
First American Order No: 37612694
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



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