



200808040099

Skagit County Auditor

8/4/2008 Page

1 of

5 10:05AM

Return Address:

US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in) **DEED OF TRUST**

Reference Number(s) of related Documents:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

LANDRY, WILLIAM E
LANDRY, LINDA L

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

U.S. BANK NATIONAL ASSOCIATION N.D.

Additional names on page _____ of document.

Trustee U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PARCEL A: TR 15, ASSESSOR'S PLAT OF SUNNYSIDE BIG LAKE TRACTS, VOL 9
PG 13

PARCEL B: 140' RR ROW RUN NWLY AND SELY THRU GOV LT 1, S7, T33N, R5E,
WM

Additional legal is on page 5 of document

Assessor's Property Tax Parcel/Account Number
assigned P69886

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. USR /

Recording Requested by &
When Recorded Return To:
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This Space Provided for Recorder's Use

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) WILLIAM E. LANDRY AND LINDA L. LANDRY

Grantee(s) U.S. Bank National Association N.D.
Legal Description
Assessor's Property Tax Parcel or Account Number
Reference Numbers of Documents Assigned or Released

State of Washington _____ Space Above This Line For Recording Data _____
ALS#: ~~200808040099~~ 5

DEED OF TRUST
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 07/07/2008.....
..... The parties and their addresses are:

GRANTOR:
WILLIAM E. LANDRY AND LINDA L. LANDRY *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

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) (page 1 of 3)
1994 Wolters Kluwer Financial Services - Bankers Systems Form USBREDSFWA 1/25/2008

[Signature]
37948865



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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 19148 SULFER SPRINGS RDWY
(County)
MOUNT VERNON, Washington 98274
(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 \$ 100,000.00. 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): WILLIAM LANDRY AND LINDA LANDRY

Note Date: 07/07/2008

Maturity Date: 07/06/2033

Principal/Maximum 100,000.00

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.



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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 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.

William E Landry 7/7/08 *Linda L Landry* 7/08
(Signature) WILLIAM E. LANDRY (Date) (Signature) LINDA L. LANDRY (Date)

ACKNOWLEDGMENT:

STATE OF WASHINGTON COUNTY OF KING } ss.
(Individual) I certify that I know or have satisfactory evidence that WILLIAM E. LANDRY AND LINDA L. LANDRY Husband & 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.

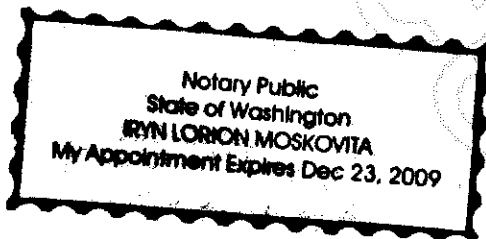
Dated: 07/07/08

(Seal)

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

TACOMA

My notary
appointment expires:
DEC 23, 2009



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



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EXHIBIT A

PARCEL A TRACT 15 "ASSESSOR'S PLAT OF SUNNYSIDE BIG LAKE TRACTS", ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE FOLLOWING:

PARCEL B: THAT PORTION OF THE 140 FOOT WIDE RAILROAD RIGHT-OF-WAY, COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY, RUNNING NORTHWESTERLY AND SOUTHEASTERLY THROUGH GOVERNMENT LOT 1 OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 5 EAST W.M., WHICH LIES BETWEEN THE NORTHEASTERLY EXTENSIONS OF BOTH THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF TRACT 15 OF THE "ASSESSOR'S PLAT OF SUNNYSIDE BIG LAKE TRACTS," AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND THE STATE OF WASHINGTON:

ABBRV LGL:

PAR A, TR 15, ASSESSOR'S PLAT OF SUNNYSIDE BIG LAKE TRACTS, VOL 9 PG 13 TGW PAR B PRT 140' RR ROW RUN NWLY AND SELY THRU GOV LT 1, S7, T33N, R5E, WM.

Permanent Parcel Number: P69886
WILLIAM E. LANDRY AND LINDA L. LANDRY, HUSBAND AND WIFE

19148 SULFER SPRINGS RDWY, MOUNT VERNON WA 98274
Loan Reference Number : 20081722012200
First American Order No: 37948865
Identifier: FIRST AMERICAN LENDERS ADVANTAGE



*U00269

3650 7/25/2008



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