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200802250113
Skagit County Auditor

2/25/2008 Page 1 of 5 10:00AM

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2925 Country Drive, Suite 201, St. Paul, MN 55117

Document Title(s) Deed of Trust

Grantor(s) ROBERT W. MALTSBERGER AND JUANITA E. MALTSBERGER, HUSBAND AND WIFE

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

Legal Description TRACT II VIEW ACRES ADD TO ANACORTES VOL 7 PG 19

Assessor's Property Tax Parcel or Account Number P60515

- see pg. 5

Reference Numbers of Documents Assigned or Released

43806201

State of Washington

Space Above This Line For Recording Data

DEED OF TRUST
(With Future Advance Clause)

02

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is 02/01/2008.....
..... The parties and their addresses are:

GRANTOR:

ROBERT W. MALTSBERGER AND JUANITA E. MALTSBERGER,
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 ~~1305 28th St~~ SKAGIT at 1305 28TH ST
(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 \$ 44,570.00. 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): ROBERT W. MALTSBERGER AND JUANITA E.
MALTSBERGER, HUSBAND AND WIFE

Note Date: 02/04/2008

Maturity Date: 02/15/2033

Principal/Maximum 44,570.00

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)



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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 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.

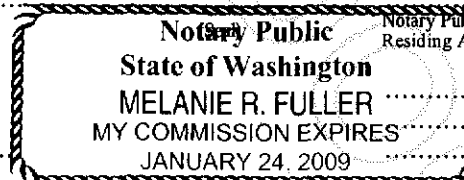
Robert W. Maltzberger 2-2-08
(Signature) ROBERT W. MALTSBERGER (Date)
Juanita E. Maltzberger 2-2-08
(Signature) JUANITA E. MALTSBERGER (Date)

ACKNOWLEDGMENT:

STATE OF *Washington* COUNTY OF *Skagit* } ss.
(Individual) I certify that I know or have satisfactory evidence that
ROBERT W. MALTSBERGER AND JUANITA E. MALTSBERGER, 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: *2/2/08*

My notary
appointment expires:
1/24/09



REQUEST FOR RECONVEYANCE
(Not to be completed until paid in full)

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel this Deed of Trust, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

(Authorized Bank Signature)

Date

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



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ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Washington

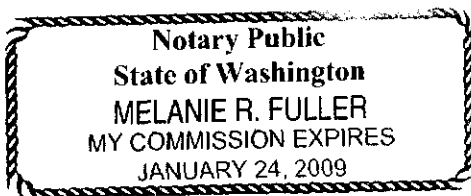
COUNTY OF Skagit

CUSTOMER NAME Robert W. Maltzberger, Juanita E. Maltzberger

On 2/2/08 before me, Melanie R Fuller, a Notary Public,
(DATE)

personally appeared, Robert W. Maltzberger
Juanita E. Maltzberger

___ 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.

Melanie R Fuller
NOTARY SIGNATURE

My Commission Expires: 1/24/09



Skagit County Auditor

EXHIBIT A

TRACT 11, VIEW ACRES ADDITION TO ANACORTES, AS PER PLAT
RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SKAGIT
COUNTY, WASHINGTON.

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

ABBRV LEGAL

TRACT 11 VIEW ACRES ADD TO ANACORTES VOL 7 PG 19

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO ROBERT W.
MALTSBERGER AND JUANITA E. MALTSBERGER, HUSBAND AND WIFE
FROM T. DAN WOLLAM AND LINDA K. WOLLAM, HUSBAND AND WIFE BY
DEED DATED 07/06/94 AND RECORDED 07/13/94 IN INSTRUMENT NO.
9407130040, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY,
WASHINGTON.

Permanent Parcel Number: P60515
ROBERT W. MALTSBERGER AND JUANITA E. MALTSBERGER, HUSBAND AND WIFE

1305 28TH STREET, ANACORTES WA 98221
Loan Reference Number : 20080261340110
First American Order No: 13929972
Identifier: L/FIRST AMERICAN LENDERS ADVANTAGE



U43806201-01FB05

DEED OF TRUST

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