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When Recorded Return To: **FISERV** PO BOX 2590 CHICAGO, IL. 60690

Document Title (s): DEED OF TRUST

Grantor (s): RUSSELL S VANDEUSEN AND SUSAN P VANDEUSEN

Grantee (s): KEYBANK NATIONAL ASSOCIATION

Trustee: FIRST AMERICAN TITLE INS. COMP

Legal Description: LOTS 16, 17 AND 1/2 LOT 18; KELLOGG & FORD'S ADDITION VOL 1, PG 41

Assessor's Property Tax Parcel or Account Number: P57785

Reference Numbers of Documents Assigned or Released:



VANDEUSEN, RUSSELL

After Recording Return To:

KeyBank National Association FISERV - Policy Dept P. O. Box 16430 Boise, ID 83715

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

DEF:		

Words used in multiple sections of this Security Instrument are defined below and in the Master Form.
"Master Form" means that certain Master Form Open-End Deed of Trust recorded in the Office of the Recorder on at Page(s) or Recording
No. 201002100021 , for land situate in the County of SKAGIT
"Borrower" is
RUSSELL S. VANDEUSEN, MARRIED SUSAN P. VANDEUSEN, MARRIED
The second secon
The Borrower's address is 2414 33RD ST
ANACORTES, WA 98221
Borrower is the trustor or Grantor under this Security Instrument.
"Lender" is KeyBank National Association
4910 Tiedeman Road, Suite B, Brooklyn, OH 44144 . Lender
is the beneficiary or Grantee under this Security Instrument
"Property" means the property that is described below under the heading "Transfer of Rights in the Property,"
which includes the real property located at:
2414 33RD ST ANACORTES, WA 98221
("Property Address"), which is also located in [include lot, block, plat name, section-township-range, as
appropriate]:
the County of SKAGIT, in the State of Washington
LOTS 16, 17 AND HALF LOT 18; KELLOGG AND FORD S ADDITION,
VOL 1, PG 41.
and as may be more fully described in Schedule A (see, Page 4). The Assessor's Tax Parcel or Account Number for
this property is: P57785
"Security Instrument" means this document, which is dated 07/09/10, together with all Riders to this
document.
"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Debt Instrument.
"Trustee" is
FIRST AMERICAN TITLE INSURANCE COMPANY
2101 FOURTH AVE SUITE 800
SEATTLE, WA 98121
"Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated the same
day as this Security Instrument. The Debt Instrument evidences amounts Borrower owes Lender, or may owe
Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$
plus interest. Borrower has promised to pay this debt in Periodic Payments and
to pay the debt in full not later than the Maturity Date, which is 07/14/2045
"Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation
principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all cums due under this Security Instrument, plus interest.
and also all sums due under this Security Instrument, plus interest.
TP ANSFED OF DIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants

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KeyBank WA Short Form HELOC Security Instrument (12/18/2009) HC# 4845-3460-4037v2

and conveys to Trustee, in trust, with power of sale, the following described Property located at the address provided

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, except for this Security Instrument and the encumbrances described in Schedule B, which is attached to this Security Instrument and incorporated herein by reference. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

INCORPORATION OF MASTER FORM PROVISIONS

Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

BORROWER:

Missell SVAN Lluga
RUSSELL S. VANDEUSEN
BORROWER:
Susan G. Vanheusen
SUSAN P. VANDEUSEN
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THIS INSTRUMENT PREPARED BY: KeyBank National Association / David G. Fisher

#### Schedule A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT STATE OF WASHINGTON, TOGETHER WITH ALL AFTER ACQUIRED TITLE OF THE GRANTOR(S) THEREIN, LOTS 16 AND 17 AND THE EAST 1/2 OF LOT 18, BLOCK 16, KELLOGG AND FORDS ADDITION TO ANACORTES, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 10F PLATS, PAGE 41, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. TAX ID # P57785

## Schedule B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

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Reference Number: 101720946590C