

Return Address:  
OLD REPUBLIC TITLE  
530 South Main Street  
Suite 1031  
Akron, OH 44311



201306100173

Skagit County Auditor \$77.00  
6/10/2013 Page 1 of 5 12:16PM

Order # 01-13067205-02R

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

<b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <b>must</b> be filled in)  DEED OF TRUST  RECORDED 2nd
<b>Reference Number(s) of Documents assigned or released:</b>  Additional reference #'s on page _____ of document
<b>Grantor(s)</b> (Last name, first name, initials)  ELLIOT WARD, MARRIED STEPHANIE A WARD, MARRIED
<b>Grantee(s)</b> (Last name first, then first name and initials)  GRANTEE: KEYBANK NATIONAL ASSOCIATION TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)  THE COUNTY OF SKAGIT, IN THE STATE OF WASHINGTON  ;LOT B, SKAGIT COUNTY SHORT PLAT NO. PL-05-0917, AUDITORS FILE NO. 200606150095, PRTN S 1/2 SEC. 30,, TWSHP 35 N, R 3 E, W.M.
<b>Tax ID:</b>  <del>382100-0100-00</del> P124687
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.  I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document."

After Recording Return To:

KeyBank National Association  
Old Republic Title  
P.O. Box 6899  
Cleveland, OH 44101

13067205

[Space Above This Line For Recording Data]

Record and

**SHORT FORM OPEN-END DEED OF TRUST**

**DEFINITIONS**

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 02/10/10, in Book/Volume \_\_\_\_\_ at Page(s) \_\_\_\_\_ or Recording No. 201002100021, for land situate in the County of SKAGIT

"Borrower" is  
ELLIOTT WARD, MARRIED  
STEPHANIE A. WARD, MARRIED

The Borrower's address is 12500 PARKSIDE LN  
MOUNT VERNON, WA 98273

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:

12500 PARKSIDE LN MOUNT VERNON, WA 98273  
("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

LOT B, SKAGIT COUNTY SHORT PLAT NO. PL-05-0917, AUDITORS FILE  
NO. 200606150095, PRTN S 1/2 SEC. 30, TWSHP 35 N, R 3 E, W. M

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: P124687

"Security Instrument" means this document, which is dated 05/15/13, 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



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**"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. \$ 40,000.00 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 05/20/2048.

**"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 sums due under this Security Instrument, plus interest.

**TRANSFER OF RIGHTS 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 and conveys to Trustee, in trust, with power of sale, the following described Property located at the address provided above.

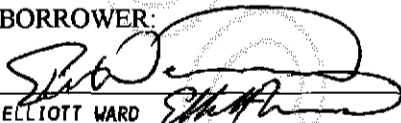
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument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

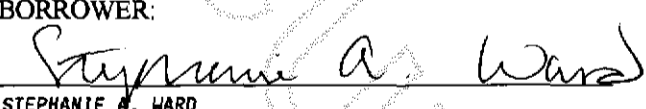
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, 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:  
  
ELLIOTT WARD

BORROWER:  
  
STEPHANIE A. WARD

BORROWER:  
\_\_\_\_\_

BORROWER:  
\_\_\_\_\_

BORROWER:  
\_\_\_\_\_



BORROWER:

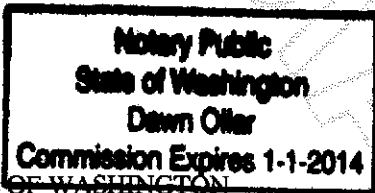
BORROWER:

BORROWER:

STATE OF WASHINGTON  
-CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that <sup>(D)</sup> Elliott Ward + Stephanie A Ward is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/15/13



Dawn Ollar  
Notary Public  
Title manager  
My Appointment expires: 01-01-14

Dawn Ollar  
Notary Public - State of Washington

STATE OF WASHINGTON  
CITY/COUNTY OF

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Title \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

STATE OF WASHINGTON  
CITY/COUNTY OF

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Title \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

(Seal or Stamp)

**THIS INSTRUMENT PREPARED BY:** KeyBank National Association / Kristy Young

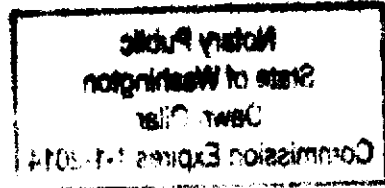


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**Schedule A**

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON: LOT B, SKAGIT COUNTY SHORT PLAT NO. PL-05-0917, APPROVED JUNE 14, 2006 AND RECORDED JUNE 16, 2006, UNDER AUDITOR'S FILE NO. 200606150095, RECORDS OF SKAGIT COUNTY, WASHINGTON. BEING A PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN. ABBREVIATED LEGAL: LOT B, SKAGIT COUNTY SHORT PLAT NO. PL-05-0917, AUDITORS FILE NO. 200606150095, PRTN S 1/2 SEC. 30, TWSHP 35 N, R 3 E, W.M.

**Schedule B**

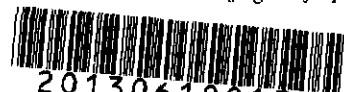


BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE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

Reference Number: 131131433080C

KeyBank WA Short Form HELOC Security Instrument (03/23/2011)  
HC# 4845-3460-4037v4

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