



201401030017

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

Skagit County Auditor \$77.00
1/3/2014 Page 1 of 5 11:13AM

Order # 01-13134954-02R

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 Documents assigned or released:

Additional reference #'s on page _____ of document

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

DANIEL RUE, MARRIED
MARY E KIRKWOOD, MARRIED

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

Grantee: KEYBANK NATIONAL ASSOCIATION
Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY

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

LOT 3, SPN 61-89, VOL 9, PG 222, AFN. #9005090045, PRTN SPN 55-80 IN GOVT. LOT 3, NE1/4, SW1/4, S 12, T 24 N, R 1 E, W.M.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned

P19261

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.

Signature of Requesting Party

After Recording Return To:

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

13134954

[Space Above This Line For Recording Data]

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

DANIEL RUE, MARRIED
MARY E. KIRKWOOD, MARRIED

The Borrower's address is 13725 GOODMAN LN
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:

13725 GOODMAN LN 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

LOT 3, SPN 61-89, VOL 9, PG 222, AFN. #9005090045, PRTN SPN
55-80 IN GOVT. LOT 3, NE1/4, SW1/4, S 12, T 24 N, R 1 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: P19261

"Security Instrument" means this document, which is dated 12/20/13, 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

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

(page 1 of 4 pages)



Skagit County Auditor
1/3/2014 Page

2 of

\$77.00
5 11:13AM

"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. \$ 100,000.00 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 12/26/2043.

"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.

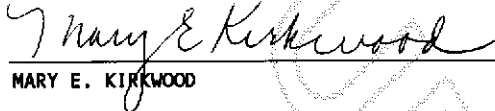
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

BORROWER:



DANIEL RUE

BORROWER:



MARY E. KIRKWOOD

BORROWER:

BORROWER:

BORROWER:



BORROWER:

BORROWER:

BORROWER:

STATE OF WASHINGTON
CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that

Daniel Ruc and

Mary E Kirkwood

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: 12/20/2013

Karl Kennedy
Notary Public

Title

My Appointment expires: March 23, 2017

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



Schedule A

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON: LOT 3, OF SKAGIT COUNTY SHORT PLAT NO 61-89, AS APPROVED APRIL 23, 1990 AND RECORDED MAY 9, 1990, IN VOLUME 9 OF SHORT PLATS, PAGE 222, UNDER AUDITORS FILE NO. 9005090045, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF REVISED SKAGIT COUNTY SHORT PLAT NO. 55-80 IN GOVERNMENT LOT 3 AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, WM. ABBREVIATED LEGAL: LOT 3, SPN 61-89, VOL 9, PG 222, AFN. NUMBER 9005090045, PRTN SPN 55-80 IN GOVT. LOT 3, NE1/4, SW1/4, S 12, T 24 N, R 1 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: 133051052300C

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

(page 4 of 4 pages)



201401030017

Skagit County Auditor

\$77.00

1/3/2014 Page

5 of

5 11:13AM