

When Recorded Return To:
Accurate Title Group
2925 Country Drive
St. Paul, MN 55117



Skagit County Auditor \$79.00
3/18/2014 Page 1 of 7 9:59AM

After Recording Return To:

KeyBank National Association
Accurate Title Group
P.O. Box 6899
Cleveland, OH 44101

1349680-02 [Space Above This Line For Recording Data]

79298183

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 10/17/2013, in Book/Volume _____ at Page(s) _____ or Recording No. 201310170057, for land situate in the County of SKAGIT

"Borrower" is

RYAN H. HILLER, MARRIED
BETH G. CLOTHIER, MARRIED

The Borrower's address is 16803 CHILBERG AVE
LA CONNER, WA 98257

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:

16803 CHILBERG AVE LA CONNER, WA 98257

("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

PORTION LOT 45,46, 50 THRU 52, OF SNEE OOSH SKAGIT COUNTY,
WASHINGTON.

and as may be more fully described in Schedule A (see, Page ⁵⁻⁷ 4). The Assessor's Tax Parcel or Account Number for this property is: P69657

"Security Instrument" means this document, which is dated 03/04/14, 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. \$ 29,500.00 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 03/08/2044.

"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:



RYAN H. HILLER

BORROWER:



BETH G. CLOTHIER

BORROWER:

BORROWER:

BORROWER:



BORROWER:

BORROWER:

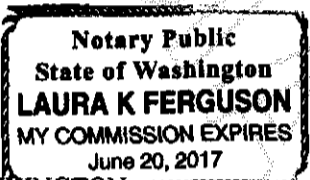
BORROWER:

STATE OF WASHINGTON
CITY/COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Ryan Hiller

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: 3/4/14



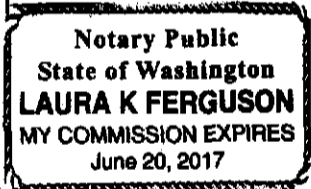
[Signature]
Notary Public
Title Personal Banker
My Appointment expires: 6/20/2017

STATE OF WASHINGTON
CITY/COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Beth Clothier

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: 3/4/14



[Signature]
Notary Public
Title Personal Banker
My Appointment expires: 6/20/2017

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, 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: _____

(Seal or Stamp)

Notary Public

Title
My Appointment expires: _____

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young



Schedule A

SEE ATTACHED EXHIBIT A

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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\$79.00
9:59AM

Reference Number: 140151604040U

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON TOGETHER WITH ALL AFTER ACQUIRED TITLE OF THE GRANTOR THEREIN

TRACT 46, SNEE OOSH, SKAGIT COUNTY, WASH., AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 50, RECORDS OF SKAGIT COUNTY, EXCEPT THAT PORTION OF SAID PREMISES DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50 FEET WEST OF THE SOUTHEAST CORNER OF TRACT 46; THENCE EAST 50 FEET TO THE SOUTHEAST CORNER OF LOT 46; THENCE NORTH 50 FEET, THENCE WEST 30 FEET; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING.

ALSO EXCEPTING, A PORTION OF LOT 46, PLAT OF SNEE OOSH, RECORDED IN VOLUME 4 OF PLATS AT PAGE 50, RECORDS OF SKAGIT COUNTY WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 46; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 46 A DISTANCE OF 32.50 FEET; THENCE NORTHWESTERLY A DISTANCE OF 76.54 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 46 LYING 69.29 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 46 A DISTANCE OF 69.29 FEET TO THE POINT OF BEGINNING.

ALSO THAT PORTION OF TRACT 45, SNEE OOSH, SKAGIT COUNTY, WASH., AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 50, RECORDS OF SKAGIT COUNTY, BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 45; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT, 34.23 FEET; THENCE SOUTH 25 DEGREES 08 MINUTES WEST 31.60 FEET; THENCE NORTH 67 DEGREES 27 MINUTES WEST 22.56 FEET TO A POINT ON THE WEST LINE OF SAID TRACT WHICH IS 20 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 20 FEET TO THE POINT OF



BEGINNING.

ALSO THAT PORTION OF TRACTS 51 AND 52, SNEE OOSH, SKAGIT COUNTY, WASH., AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 50, RECORDS OF SKAGIT COUNTY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE; COMMENCING AT THE NORTHEAST CORNER OF LOT 52; THENCE RUNNING SOUTHWESTERLY TO A POINT ON THE NORTH LINE OF LOT 51 WHICH IS 46 FEET 6 INCHES WEST OF THE NORTHEAST CORNER OF SAID LOT 51; THENCE PROJECT SAID LINE ON THE SAME COURSE SOUTHWESTERLY TO THE EASTERLY LINE OF CHILBERG ROAD.

ALSO TRACT 50, SNEE OOSH, SKAGIT COUNTY, WASH., AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 50, RECORDS OF SKAGIT COUNTY, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS. BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF TRACT 50 WITH THE EASTERLY LINE OF CHILBERG AVENUE AS LAID OUT IN SAID PLAT; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID AVENUE 5 FEET; THENCE NORTHEASTERLY TO THE NORTHEAST CORNER OF TRACT 50; THENCE SOUTH ALONG THE EAST LINE OF TRACT 50 TO THE POINT OF BEGINNING.

ALSO EXCEPT THOSE TWO PORTIONS THEREOF CONVEYED TO DONALD K. THOSTENSON, AT UX, BY AUDITORS FILE NOS. 9001100108 AND 9005160096

ABBREVIATED LEGAL

PORTION LOT 45,46, 50 THRU 52, OF SNEE OOSH SKAGIT COUNTY, WASHINGTON.

This being the same property conveyed to RYAN H. HILLER AND BETH G. CLOTHIER, HUSBAND AND WIFE, dated 03.25.2003 and recorded in INSTRUMENT NO. 200303270127, in the SKAGIT County Recorders Office.



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Address : 16803 CHILBERG AVE, LA CONNER, WA



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