

After Recording Return To:

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

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

"Borrower" is

THAIS M. ARMSTRONG, MARRIED
HOWARD L. ARMSTRONG, MARRIED

7693783 - 03

The Borrower's address is 11510 SCOTT RD
BOW, WA 98232

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:

11510 SCOTT RD BOW, WA 98232

("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 5 AND PTN LOT 6, BLK 5, FREESTADS PLAT, 1ST DIV. AND PTN
TIDELANDS, 36 36 2 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: P47471

"Security Instrument" means this document, which is dated 08/07/23, 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. \$ 81,000.00 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 08/11/2053.

"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 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:


THAIS M. ARMSTRONG

BORROWER:


HOWARD L. ARMSTRONG

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

STATE OF WASHINGTON

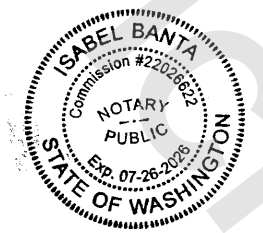
CITY/COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Howard L Armstrong

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: 8/10/2023

Isabel Banta
Notary Public
Title Personal Banker
My Appointment expires: 07/26/2026



STATE OF WASHINGTON

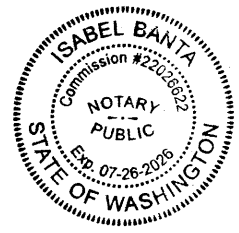
CITY/COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Thais M Armstrong

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: 08/10/2023

Isabel Banta
Notary Public
Title Personal Banker
My Appointment expires: 7/26/2026



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: _____

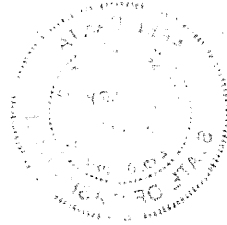
Notary Public
Title _____
My Appointment expires: _____

(Seal or Stamp)

THIS INSTRUMENT PREPARED BY: KeyBank National Association / James Ray

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.

EXISTING ENCUMBRANCE(S): GUILD MORTGAGE



Reference Number: 231771111150C

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EXHIBIT A
ARMSTRONG, THAIS, 23177111150C

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON; PARCEL A LOTS 5 AND 6, BLOCK 5, FREESTADS PLAT, FIRST DIVISION, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 69, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION OF LOT 6, BLOCK 5, WHICH LIES SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS. BEGINNING AT A POINT 330 FEET NORTH AND SOUTH 72 DEGREES EAST, 191.4 FEET FROM THE CENTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, WM. THENCE NORTH 72 DEGREES WEST 290.4 FEET; THENCE NORTH 6 AND HALF DEGREES EAST 165 FEET; THENCE NORTH 50 AND HALF DEGREES EAST 244.2 FEET; THENCE NORTH 65 DEGREES EAST 330 FEET; THENCE SOUTH 55 DEGREES 15 MINUTES EAST 99.66 FEET; THENCE SOUTH 66 DEGREES 7 MINUTES WEST 436.92 FEET TO POINT WHICH IS THE BEGINNING OF THE DESCRIBED LINE; THENCE NORTH 59 DEGREES 45 MINUTES 49 SECONDS WEST A DISTANCE OF 123.23 FEET TO A POINT ON THE CENTERLINE OF THE SAID SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., WHICH POINT IS THE END OF THE SAID DESCRIBED LINE. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. PARCEL B TIDELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON, DESCRIBED AS FOLLOWS. BEGINNING AT A POINT 330 FEET NORTH AND SOUTH 72 DEGREES EAST, 191.4 FEET FROM THE CENTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.; THENCE NORTH 72 DEGREES WEST 290.4 FEET; THENCE NORTH 6 AND HALF DEGREES EAST 165 FEET; THENCE NORTH 50 AND HALF DEGREES EAST 244.2 FEET; THENCE NORTH 65 DEGREES EAST 330 FEET; THENCE SOUTH 55 DEGREES 15 MINUTES EAST 99.66 FEET; THENCE SOUTH 66 DEGREES 7 MINUTES WEST 436.92 FEET; THENCE SOUTH 21 DEGREES 37 MINUTES EAST 331.98 FEET; THENCE WESTERLY 33 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WHICH LIES SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS. BEGINNING AT A POINT 330 FEET NORTH AND SOUTH 72 DEGREES EAST, 191.4 FEET FROM THE CENTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M.; THENCE NORTH 72 DEGREES WEST 290.4 FEET; THENCE NORTH 6 AND HALF DEGREES EAST 165 FEET; THENCE NORTH 50 AND HALF DEGREES EAST 244.2 FEET; THENCE NORTH 65 DEGREES EAST 330 FEET; THENCE SOUTH 55 DEGREES 15 MINUTES EAST 99.66 FEET; THENCE SOUTH 66 DEGREES 7 WEST 436.92 FEET TO A POINT WHICH IS THE BEGINNING OF THE DESCRIBED LINE; THENCE NORTH 59 DEGREES 45 MINUTES 49 SECONDS WEST A DISTANCE OF 123.23 FEET TO A POINT ON THE CENTERLINE OF THE SAID SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., WHICH POINT IS THE END OF THE SAID DESCRIBED LINE. ALSO EXCEPT THAT PORTION LYING EASTERLY OF A LINE COMMENCING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 5, FREESTADS PLAT FIRST ADDITION, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 69, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND RUNNING SOUTH 14 DEGREES 51 MINUTES 34 SECONDS EAST TO A POINT ON THE SOUTHERLY LINE OF THE MAIN TRACT ABOVE DESCRIBED. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. SUBJECT TO. A. EASEMENT, INCLUDING TERMS AND CONDITIONS THEREOF. GRANTEE. PUGET SOUND POWER AND LIGHT COMPANY PURPOSE. TRANSMISSION LINE DATED. MAY 28, 1937 RECORDED. JUNE 4, 1933 AUDITORS NO. 290762, VOLUME 172 OF DEEDS PAGE 164 B. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, AS HERETO ATTACHED. DECLARATION DATED. SEPTEMBER 13, 1956. RECORDED. SEPTEMBER 14, 1956 AUDITORS NO. 541441, VOLUME 281 OF DEEDS PAGE 33 C. COVENANTS, CONDITIONS, RESTRICT PROVISIONS AND SURVEY MATTERS FACE OF SAID PLAT OR SHORT PLAT, AS FOLLOWS. PLAT OR SHORT PLAT. FREESTADS PLAT, FIRST DIVISION RECORDED. OCTOBER 29, 1956 AUDITORS NO. 543467 VOLUME 7 OF PLATS, PAGE 69 D. COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN

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INSTRUMENT. RECORDED. APRIL 27, 1990 AUDITORS FILE NO. 9004270006 AS FOLLOWS. THE ABOVE DESCRIBED PROPERTY WILL BE COMBINED OR AGGREGATED WITH CONTIGUOUS PROPERTY OWNED BY THE PURCHASER. THIS BOUNDARY ADJUSTMENT IS NOT FOR THE PURPOSES OF CREATING AN ADDITIONAL BUILDING LOT. E. ANY PROHIBITION OF OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW, OR HAS FORMERLY BEEN COVERED BY WATER. F. RIGHTS AND EASEMENTS OF THE PUBLIC FOR COMMERCE, NAVIGATION RECREATION AND FISHERIES. G. QUESTION OF LOCATION OF LATERAL BOUNDARIES OF SECOND CLASS TIDE OR SHORE LANDS ABBREVIATED LEGAL. LOT 5 AND PTN LOT 6, BLK 5, FREESTADS PLAT, 1ST DIV. AND PTN TIDELANDS, 36 36 2 E W.M. THIS BEING THE SAME PROPERTY CONVEYED TO THAIS M. ARMSTRONG AND HOWARD L. ARMSTRONG, WIFE AND HUSBAND, DATED 08.18.2016 AND RECORDED ON 09.01.2016 IN INSTRUMENT NO. 201609010115, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL NOS. P65489 AND P47471