



201007120111

Skagit County Auditor

7/12/2010 Page

1 of

5 3:01PM

Record and Return To:  
Fiserv Lending Solutions  
Fiserv - P.O. BOX 2590  
Chicago, IL 60690

Document Title (s): SHORT FORM DEED OF TRUST

Grantor (s): MEYER, JAMES A , MEYER, HARLYN A



Grantee (s): KEYBANK, N.A.

MEYER, JAMES A

Trustee: FIRST AMERICAN TITLE INS CO

Legal Description: LOT 2 SP 96-054 VOL 12 PGS 138-139 A'S 9608280066 PTN  
SEC 20 T35N R10E WM

Assessor's Property Tax Parcel or Account Number: P109420

Reference Numbers of Documents Assigned or Released:

**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**

**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**

JAMES MEYER, MARRIED  
HARLYN MEYER, MARRIED

The Borrower's address is 55753 STATE ROUTE 20  
ROCKPORT, WA 98283

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:

55753 STATE ROUTE 20 ROCKPORT, WA 98283  
("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 2 SP 96-054 VOL 12 PGS 138-139 AS 9608280066 PTN SEC 20  
T35N R10E WM

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: P109420

**"Security Instrument"** means this document, which is dated 06/24/10, 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. \$ 120,000.00 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 06/29/2045.

**"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 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."

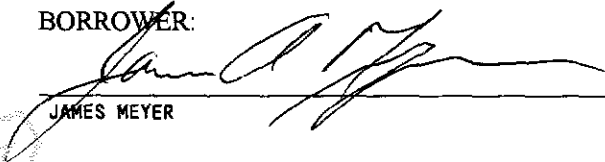
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument,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

  
JAMES MEYER

BORROWER:

  
HARLYN MEYER

BORROWER:

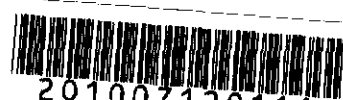
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BORROWER:



STATE OF WASHINGTON  
CITY/COUNTY OF SKAGIT

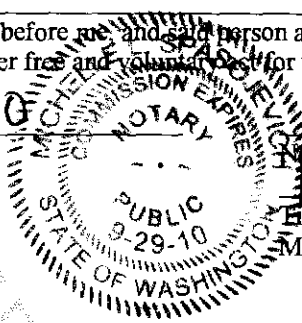
I certify that I know or have satisfactory evidence that

James A Meyer

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:

6/24/2010



Michelle L. Spasojurich  
Notary Public

Title \_\_\_\_\_

My Appointment expires:

9/29/2010

STATE OF WASHINGTON  
CITY/COUNTY OF SKAGIT

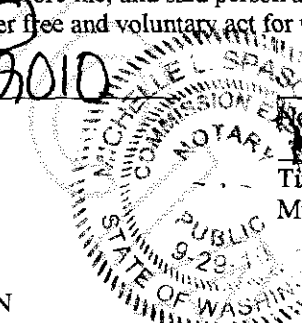
I certify that I know or have satisfactory evidence that

Harlyn A Meyer

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:

6/24/2010



Michelle L. Spasojurich  
Notary Public

Title \_\_\_\_\_

My Appointment expires:

9/29/2010

STATE OF WASHINGTON  
CITY/COUNTY OF

I certify that I know or have satisfactory evidence that

is that 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 / David G. Fisher



#### Schedule A

LOT 2, SHORT PLAT NO. 96-054, APPROVED JULY 23, 1996, RECORDED AUGUST 28, 1996 IN VOLUME 12 OF SHORT PLATS, PAGES 138 AND 139, UNDER AUDITORS FILE NO. 9608280066 AND BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES 30 FEET IN WIDTH OVER, UNDER AND ACROSS THAT PORTION OF GOVERNMENT LOTS 1 AND 2 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M. AND GOVERNMENT LOTS 1 AND 2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M. AS CONVEYED UNDER AUDITORS FILE NOS. 9606170014 AND 9606240076 AND AS MORE PARTICULARLY SHOWN ON THE FACE OF SAID SHORT PLAT. ALSO, TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTH 15 FEET OF THE EAST 102.09 FEET OF LOT 1 OF SAID SHORT PLAT 96-054, MORE PARTICULARLY AS SHOWN ON THE FACE OF SAID SHORT PLAT. ABBRV LEGAL LOT 2 SP 96-054 VOL 12 PGS 138-139 AS 9608280066 PTN SEC 20 T35N R10E WM PARCEL ID #P109420

#### 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: 101481522140C



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Skagit County Auditor