



201009070162

Skagit County Auditor

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5 10:01AM

When Recorded Return To:
FISERV
PO BOX 2590
CHICAGO, IL. 60690

Document Title (s): DEED OF TRUST

Grantor (s): KEN PHILIPS AND TERESA PHILIPS

Grantee (s): KEYBANK NATIONAL ASSOCIATION

Trustee: FIRST AMERICAN TITLE INS. COMP

Legal Description: LAKE CAVANAUGH SUB DIV E1/2 LT 46 BLK 1

Assessor's Property Tax Parcel or Account Number: P66322

Reference Numbers of Documents Assigned or Released:



PHILIPS, KENNETH D

After Recording Return To:

KeyBank National Association
ISGN - Recording 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
KEN PHILIPS, MARRIED
TERESA PHILIPS, MARRIED

The Borrower's address is 14304 THREE LAKES RD
SNOHOMISH, WA 98290

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:

33982 N SHORE DR MOUNT VERNON, WA 98274
("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

LAKE CAVANAUGH SUB DIV E1/2 LT 46 BLK 1

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: P66322

"Security Instrument" means this document, which is dated 08/16/10, 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. \$ 70,000.00 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 08/16/2045.

"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

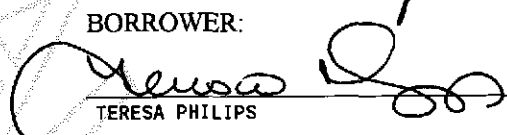
Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs 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:


KEN PHILIPS

BORROWER:


TERESA PHILIPS

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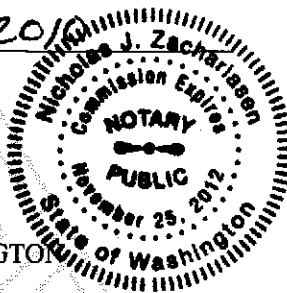
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STATE OF WASHINGTON
CITY/COUNTY OF

I certify that I know or have satisfactory evidence that KEN PHILIPS

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: 8-16-2010



[Signature]
Notary Public

NICHOLAS J ZACHARIASEN

Title

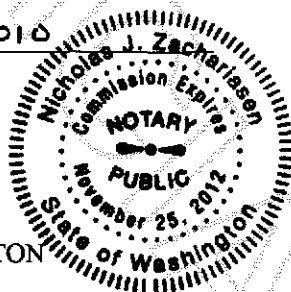
My Appointment expires: November 25th, 2012

STATE OF WASHINGTON
CITY/COUNTY OF

I certify that I know or have satisfactory evidence that TERESA PHILIPS

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: 8-16-2010



[Signature]
Notary Public

NICHOLAS J ZACHARIASEN

Title

My Appointment expires: November 25th, 2012

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: _____



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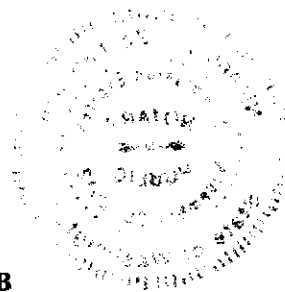
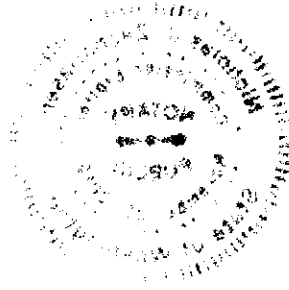
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THIS INSTRUMENT PREPARED BY: KeyBank National Association / David G. Fisher

Schedule A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT,
STATE OF WASHINGTON LAKE CAVANAUGH SUBDIVISION E1/2 LT 46 BLK 1
ABBREVIATED LEGAL LAKE CAVANAUGH SUB DIV E1/2 LT 46 BLK 1 PARCEL ID
P66322



Schedule B



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Reference Number: 101820959180C