

201010270047

Skagit County Auditor

10/27/2010 Page

1 of

7 11:01AM

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

Document Title (s): DEED OF TRUST

Grantor (s): JENNIFER P TODD , MICHAEL D TODD , MATTHEW W ALLEN AND
ALISON M. A. ALLEN

Grantee (s): KEYBANK NATIONAL ASSOCIATION

Trustee: FIRST AMERICAN TITLE INS. COMP

Legal Description: LOT 33, MADRONA ESTATES

Assessor's Property Tax Parcel or Account Number: 3949-000-033-0009

Reference Numbers of Documents Assigned or Released:



TODD, JENNIFER

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

JENNIFER P. TODD, MARRIED
MICHAEL D. TODD, MARRIED
MATTHEW W. ALLEN, MARRIED
ALLISON M. A. ALLEN, MARRIED

The Borrower's address is 6519 NE 42ND AVE
SEATTLE, WA 98115

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:

MADRONA ESTATES LOT 33 CYPRESS ISLAND, 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 33, MADRONA ESTATES

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: 3949-000-033-0009

"Security Instrument" means this document, which is dated 10/05/10, 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. \$ 143,000.00 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 10/05/2045.

"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 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:



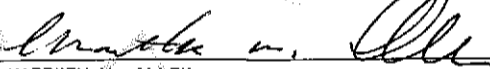
JENNIFER P. TODD

BORROWER:



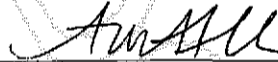
MICHAEL D. TODD

BORROWER:



MATTHEW W. ALLEN

BORROWER:



ALLISON M. A. ALLEN

BORROWER:

BORROWER:

BORROWER:

BORROWER:



201010270047
Skagit County Auditor

10/27/2010 Page 3 of 7 11:01AM

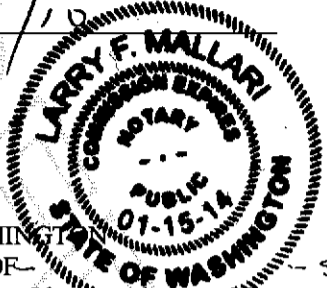
STATE OF WASHINGTON

CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Jennifer P Todd
and Michael D Todd

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: 10/5/10



[Signature]
Notary Public

Title _____
My Appointment expires: 1/15/14

STATE OF WASHINGTON

CITY/COUNTY OF _____ Skagit

I certify that I know or have satisfactory evidence that Matthew W Allen
and Allison M A Allen

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: 10/5/10
10-5-10



[Signature]
Notary Public

Title _____
My Appointment expires: 1/15/14

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: _____



201010270047
Skagit County Auditor

10/27/2010 Page 4 of 7 11:01AM

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

Schedule A

See Addendum A



Schedule B



201010270047
Skagit County Auditor

10/27/2010 Page 5 of 7 11:01AM

Reference Number: 101461554430C

Schedule A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 33, MADRONA ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON. 1. PROVISIONS IN THE DEDICATION OF SAID PLAT, AS FOLLOWS: IN LIEU OF DEDICATION OF ROADS AND BEACH ACROSS TO THE PUBLIC TRACTS A AND B OF THIS PLAT WILL BE CONVEYED TO MADRONA COMMUNITY, INC., A WASHINGTON CORPORATION, WHICH IS A NON-PROFIT CORPORATION WHOSE MEMBERSHIP IS RESTRICTED TO PERSONS, FIRMS, OR CORPORATIONS OWING PROPERTY THIS PLAT. MEMBERSHIP WILL BE REQUIRED OF EACH PURCHASER OF PROPERTY IN THIS SUBDIVISION. USE OF TRACT MENTIONED WILL BE REGULATED BY THE CORPORATION. 2. RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MAY TAKE A NATURAL COURSE AFTER THE GRADING OF STREETS AS SET FORTH IN DEED: RECORDED: OCTOBER 16, 1989 AUDITOR'S NO.: 8910160142 AND 8910160145, RECORDS OF SKAGIT COUNTY, WA 3. RESTRICTION CONTAINED IN DEED: FROM: JOHN M. DKIDDER AND CELESTE M. KIDDER, HUSBAND AND WIFE RECORDED: OCTOBER 16, 1989 AUDITOR'S NO.: 8910160142 AND 8910160145, RECORDS OF SKAGIT COUNTY, WA AS FOLLOWS: RESTRICTION THAT OTHERS THAN EXISTING OLD GROWTH TIMBER, NO TREES OR HORTICULTURAL GROWTHS WILL BE ALLOWED TO GROW IN EXCESS OF TEN FEET (10') ABOVE GROUND LEVEL. 4. ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY, OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER. 5. ANY QUESTION OF LOCATION, BOUNDARY OR AREA RELATED TO STRAWBERRY BAY, INCLUDING, BUT NOT LIMITED TO, ANY PAST OR FUTURE CHANGES IN IT. 6. COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN DECLARATION(S) OF RESTRICTION, BUT OMITTING ANY COVENANT OR RESTRICTIONS, IF ANY, BASED UPON RACE,



201010270047

Skagit County Auditor

COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY LAW: RECORDED: MARCH 10, 2005 AUDITOR'S NO(S): 200503100141, RECORDS OF SKAGIT COUNTY, WASHINGTON. 7.DUES, CHARGES AND ASSESSMENTS, IF ANY, LEVIED BY MADRONA COMMUNITY, INC.,

ABBRV LEGAL: LOT 33, MADRONA ESTATES.

TAX ID#: 3949-000-033-0009



201010270047
Skagit County Auditor