



201106300122

Skagit County Auditor

6/30/2011 Page 1 of 5 3:44PM

After Recording Return To:

KeyBank National Association
Land Title - Attn. Recording
111 East George Hopper Rd.
Burlington, WA 98233

TRUSTEE: FIRST AMERICAN TITLE CO

LAND TITLE OF SKAGIT COUNTY

139488-0

[Space Above This Line For Recording Data]

SHORT FORM 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 Deed of Trust recorded in the Office of the Recorder on 02/10/10, in Book/Volume _____ at Page(s) _____ or Recording No. 201002100020, for land situate in the County of SKAGIT.

"Borrower" is

MICHAEL J. HENNESSEY, MARRIED
EUGENIA HENNESSEY, MARRIED

The Borrower's address is 531 SPOKANE PL
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:

531 SPOKANE PL 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

LOT 531, SURVEY OF SHELTER BAY DIVISION NO. 3.

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: P129297

"Security Instrument" means this document, which is dated 06/21/11, 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 promissory note signed by Borrower and dated 06/21/11. The Debt Instrument states that Borrower owes Lender U.S. \$ 13,077.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 08/05/2018.

"Property" means the property that is described below under the heading "Transfer of Rights in the Property."

"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 renewals, extensions and modifications of the Debt 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 24 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:

Michael J. Hennessey
MICHAEL J. HENNESSEY

BORROWER:

Michael J. Hennessey PO
EUGENIA HENNESSEY

BORROWER:

BORROWER:

BORROWER:



BORROWER:

Michael J Hennessey

BORROWER:

Michael J Hennessey POA

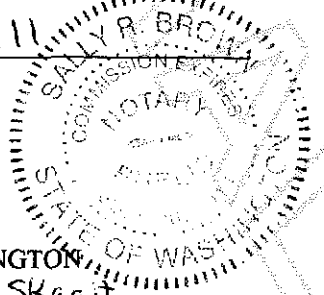
BORROWER:

STATE OF WASHINGTON
CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Michael J Hennessey

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: 6/21/11



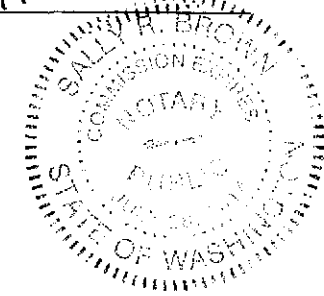
Sally R. Brown
Notary Public
Title Client Service Manager
My Appointment expires: 7/28/2014

STATE OF WASHINGTON
CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Michael Hennessey
POA for Eugenia Hennessey

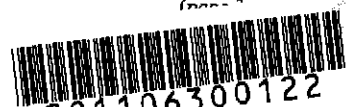
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the Power of Attorney of Eugenia Hennessey to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/21/11



Sally R. Brown
Notary Public
Title Client Service Manager
My Appointment expires: 7/28/2014

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young



Schedule A

A LEASE HOLD INTEREST IN THE FOLLOWING DESCRIBED TRACT:
LOT 531, ''SURVEY OF SHELTER BAY DIV. 3, TRIBAL AND ALLOTTED LANDS OF
SWINOMISH INDIAN RESERVATION, '' AS RECORDED IN VOLUME 43 OF OFFICIAL
RECORDS, PAGES 839 TO 842, INCLUSIVE, RECORDS OF SKAGIT
COUNTY, WASHINGTON. AMENDMENT THERETO RECORDED IN VOLUME 66 OF OFFICIAL
RECORDS, PAGE 462, UNDER AUDITOR'S FILE NO. 753731.
SITUATE IN THE COUNTY OF SKAGIS, STATE OF WASHINGTON.

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: 111391157370C

KeyBank WA Short Form Closed-End Security Instrument (03/23/2011)
HC# 4837-6239-3349v4



201106300122
Skagit County Auditor

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed and delivered in the presence of:

X Michael J. Hennessey

X _____

X Eugenia Hennessey by POA Michael J. Hennessey

X _____

X _____

STATE OF WASHINGTON

SS.

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Michael Hennessey is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: June 23, 2011

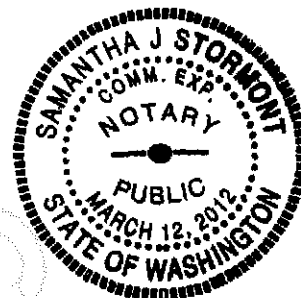
[Signature]

Name Samantha Stormont

NOTARY PUBLIC in and for the State of WA

Residing at 108 E. Morris St. Laconner WA

My appointment expires: 3.12.2012



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Skagit County Auditor