



201205140113

Skagit County Auditor

5/14/2012 Page

1 of

6 11:40AM

After Recording Return To:

KeyBank National Association
Old Republic Title Residential Information Services
530 South Main Street, Suite 1031
Akron, OH 44311-4423

LAND TITLE OF SKAGIT COUNTY

141769-0

01-12034782

[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

DALE H. HAYTON, MARRIED
HTTA DALE HAYTON
AKA DALE HOWARD HAYTON
ALLISON HAYTON, MARRIED

The Borrower's address is 15521 SUMMERS DR
MOUNT VERNON, WA 98273

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:

15521 SUMMERS DR MOUNT VERNON, WA 98273

("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

PTN W 1/2 OF GOV. LOT 3, 10-33-3 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: 330310-0-050-0005/P15663

"Security Instrument" means this document, which is dated 04/30/12, 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. \$ 308,000.00 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 05/04/2047.

"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:

DALE H. HAYTON

BORROWER:

HTTA DALE HAYTON

BORROWER:

AKA DALE HOWARD HAYTON

BORROWER:

ALLISON HAYTON

BORROWER:



IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed and delivered in the presence of

X

Dale H. Hayton

X

X

Dale Howard Hayton

X

X

X

STATE OF WASHINGTON

SS.

COUNTY OF

Skagit

WTTA-DALE HOWARD HAYTON

I certify that I know or have satisfactory evidence that Dale H. Hayton 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:

May 3rd

, 200

12

Name

Dani Hoskinson

NOTARY PUBLIC in and for the State of

WA

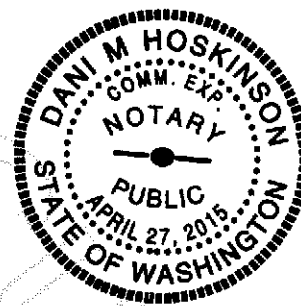
Residing at

La Conner

My appointment expires:

April 27th

2015



201205140113
Skagit County Auditor

BORROWER:

BORROWER:

BORROWER:

STATE OF WASHINGTON
CITY/COUNTY OF SKAGIT

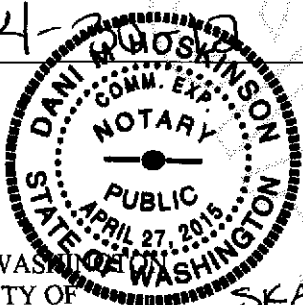
I certify that I know or have satisfactory evidence that

Dale H. Hayton,
DALE HAYTON

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:

4-30-12



Notary Public

Branch Manager

Title

My Appointment expires: April 27th 2015

STATE OF WASHINGTON
CITY/COUNTY OF SKAGIT

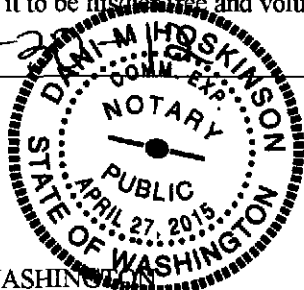
I certify that I know or have satisfactory evidence that

Allison Hayton

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:

4-30-12



Notary Public

Branch Manager

Title

My Appointment expires: April 27th 2015

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:

(Seal or Stamp)

Notary Public

Title

My Appointment expires:

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young



Schedule A

SEE ATTACHED EXHIBIT A

Schedule B

Reference Number: 120551635170C

KeyBank WA Short Form HELOC Security Instrument (03/23/2011)
HC# 4845-3460-4037v4

(page 4 of 4 pages)



201205140113
Skagit County Auditor

5/14/2012 Page

5 of

6 11:40AM

EXHIBIT A

120551635170C Dale H Hayton

Schedule "A-1"

141769-O

DESCRIPTION:

That portion of the West ½ of Government Lot 3, Section 10, Township 33 North, Range 3 East, W.M.; more fully described as follows:

Beginning at the intersection of the centerline of Beaver Marsh County Road (aka Summers Drive) and the West line of said Government Lot 3;
thence North along the said West line of Government Lot 3, 170 feet to the TRUE POINT OF BEGINNING;
thence East 230 feet;
thence North 20 feet;
thence West 230 Feet to the West line of said Government Lot 3;
thence South along said West line to the TRUE POINT OF BEGINNING;

TOGETHER WITH the following described Tract:

Beginning at the intersection of the centerline of Beaver Marsh County Road (aka Summers Drive) and the West line of said Government Lot 3;
thence North along the said West line of Government Lot 3 a distance of 170 feet;
thence East 240 feet;
thence South along a line parallel to the West line of said Government Lot 3 to the Northerly Bank of the Skagit River;
thence Westerly along the said Northerly Bank of the Skagit River to the West line of said Government Lot 3;
thence Northerly along the West line of said Government Lot 3 to the point of beginning;

EXCEPT that portion described as follows:

Beginning at the intersection of the centerline of Beaver Marsh County Road (aka Summers Drive) and the West line of said Government Lot 3;
thence North along the said West line of Government Lot 3, 170 feet;
thence East 230 feet to the TRUE POINT OF BEGINNING OF THIS 'EXCEPTION';
thence continuing East 10 feet;
thence South along a line parallel to the said West line of Government Lot 3 to the North line of Beaver Marsh County Road (aka Summers Drive);
thence West along the North line of said County Road a distance of 10 feet, more or less, to a point South of the TRUE POINT OF BEGINNING OF THIS 'EXCEPTION';
thence North parallel to the West line of said Government Lot 3 to the TRUE POINT OF BEGINNING OF THIS 'EXCEPTION';

AND EXCEPT FROM ALL OF THE ABOVE Beaver Marsh County Road (aka Summers Drive);

AND ALSO EXCEPT FROM ALL OF THE ABOVE the Right-of-Way for Dike District No. 1, as condemned by Skagit County Superior Court Cause No. 3049;

AND ALSO EXCEPT FROM ALL OF THE ABOVE all Ditch Rights-of-Way;

Situate in the County of Skagit, State of Washington.



201205140113

Skagit County Auditor