



201209260032
Skagit County Auditor

9/26/2012 Page

1 of

4 10:57AM

~~After Recording Return To:~~

~~KeyBank National Association
Accurate Title Group
P. O. Box 16430
Boise, ID 83715~~

When Recorded Return To:

Accurate Title Group
2925 Country Drive
St. Paul, MN 55117

78012772

[Space Above This Line For Recording Data]

870749-03
DEFINITIONS

SHORT FORM OPEN-END DEED OF TRUST

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

KAREN BRETICK, UNMARRIED
HTTA KAREN L. HERNANDEZ

The Borrower's address is 12080 HILYNN DR
BURLINGTON, WA 98233

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:

12080 HILYNN DR BURLINGTON, WA 98233

("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 37 VEDERE TERRACE, PLAT VOL. 7, PAGE 84, SKAGIT COUNTY, WA.

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: P70178

"Security Instrument" means this document, which is dated 09/14/12, 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. \$ 100,000.00 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 09/19/2047.

"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:

Karen Bretvick

KAREN BRETVICK

BORROWER:

Karen L Hernandez

HTTA KAREN L. HERNANDEZ

BORROWER:

BORROWER:

BORROWER:



BORROWER:

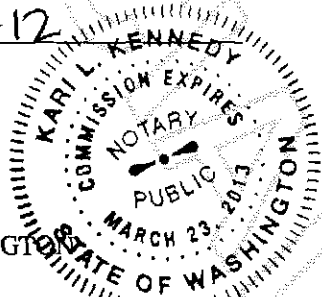
BORROWER:

BORROWER:

STATE OF WASHINGTON
CITY/COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Karen Brettrick AKA Karen L Hernandez - HTTA 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: 09-14-12



Kari L. Kennedy
Notary Public
Title Notary
My Appointment expires: March 23, 2013

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 and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Title _____
My Appointment expires: _____

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

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT STATE OF WASHINGTON, TOGETHER WITH ALL AFTER ACQUIRED TITLE OF THE GRANTOR S THEREIN LOT 37 VEDERE TERRACE ACCORING TO THE PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 84, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOT 37 VEDERE TERRACE, PLAT VOL. 7, PAGE 84, SKAGIT COUNTY, WA. THIS BEING THE SAME PROPERTY CONVEYED TO KAREN L. HERNANDEZ, DATED 09.07.1990 AND RECORDED IN INSTRUMENT NO. 9010250104, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARC. EL NO. P70178

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.



U03024946

10204 9/20/2012 78012772/1

Reference Number: 122330932200C

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

(page 4 of 4 pages)



201209260032
Skagit County Auditor

9/26/2012 Page 4 of 4 10:57AM