



201211280030
Skagit County Auditor

11/28/2012 Page 1 of 5 9:51AM

When Recorded Return To:
Accurate Title Group
2925 Country Drive
St. Paul, MN 55117

78181304

897622-02

[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

ERIC CHAUVIN, MARRIED
LINDA SUE CHAUVIN, MARRIED

The Borrower's address is 16429 LOOKOUT LN
BOW, WA 98232

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:

16429 LOOKOUT LN BOW, WA 98232

("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

TRACT 1, BOOK 12, PAGES 99 AND 100, HALF OF SE AND A QUARTER
OF SEC. 26, TWNSP 36 N, RANGE 3 E, SKAGIT COUNTY, WASHINGTON

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: P48367

"Security Instrument" means this document, which is dated 11/14/12, 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. \$ 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 11/19/2047.

"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."

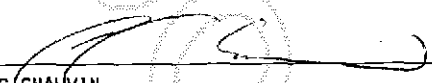
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, 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

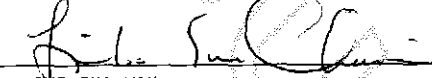
Definitions in the Master Form that are not set forth above and Section 1 through and including Section 23 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs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


ERIC CHAUVIN

BORROWER:


LINDA SUE CHAUVIN

BORROWER:

BORROWER:

BORROWER:



BORROWER:

BORROWER:

BORROWER:

STATE OF WASHINGTON
CITY/COUNTY OF

Skagit
I certify that I know or have satisfactory evidence that ERIC Chauvin
and Linda Sue Chauvin

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: 11-14-2012

Sandra J. Carney
Notary Public

Title

My Appointment expires: 2/3/2016

STATE OF WASHINGTON
CITY/COUNTY OF

Skagit
I certify that I know or have satisfactory evidence that Linda Sue Chauvin

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: 11-14-2012

Sandra J. Carney
Notary Public

Title

My Appointment expires: 2/3/2016

STATE OF WASHINGTON
CITY/COUNTY OF

Skagit
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: _____

Notary Public

(Seal or Stamp)

Title

My Appointment expires: _____

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young



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Schedule A

See Addendum A

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: 122681048281C

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

(page 4 of 4 pages)



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Skagit County Auditor

Addendum A

Property Address:

16429 LOOKOUT LN
BDW, WA 98232

Borrower(s):

ERIC CHAUVIN
LINDA SUE CHAUVIN

Customer Number:

122681048281C

Legal Description of Property

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON PARCEL A TRACT 11; PARCEL MAP NO. 509 TO 80, ENTITLED REVISION PLAT OF SAN JUAN LOOKOUT, APPROVED NOVEMBER 13, 1981, AND RECORDED IN VOLUME 3 OF SURVEYS, PAGE 151, UNDER AUDITORS FILE NO. 8111130039, RECORDS OF SKAGIT COUNTY, WASHINGTON. BEING A REVISION OF THAT CERTAIN SHORT PLAT LOCATED IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., AND RECORDED IN VOLUME 5 OF SHORT PLATS, PAGE 103, UNDER AUDITORS FILE NO. 8107170015, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABB. LEGAL TRACT 11, PARCEL MAP NO. 509 TO 80, SAN JUAN LOOKOUT, VOL. 3, PG. 151, SKAGIT COUNTY, WASHINGTON REVISION OF SEC. 26, TWNSP. 36N, RANGE 3E, VOL. 5, PAGE 103, SKAGIT COUNTY, WASHINGTON PARCEL B, THAT PORTION OF TRACT I OF THAT CERTAIN RECORD OF SURVEY MAP RECORDED FEBRUARY 13, 1992, IN BOOK 12 OF SURVEYS, PAGES 99 AND 100, UNDER SKAGIT COUNTY AUDITORS FILE NO. 9202130038, WHICH IS A PORTION OF THE WEST ONE HALF OF THE SOUTHEAST ONE FOURTH OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.K., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT I; THENCE NORTH 1 DEGREE 10 MINUTES 51 SECONDS EAST, 223.14 FEET ALONG THE WEST LINE OF SAID TRACT I TO THE TRUE POINT OF BEGINNING; THENCE NORTH 27 DEGREES 29 MINUTES 17 SECONDS EAST, 73.75 FEET; THENCE NORTH 11 DEGREES 44 MINUTES 24 SECONDS WEST, 146.77 FEET TO THE WEST LINE OF SAID TRACT I AT A POINT BEARING NORTH 1 DEGREE 10 MINUTES 51 SECONDS EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 10 MINUTES 51 SECONDS WEST, 208.58 FEET TO THE TRUE POINT OF BEGINNING. ABB. LEGAL TRACT I, BOOK 12, PAGES 99 AND 100, HALF OF SE AND A QUARTER OF SEC. 26, TWNSP 36 N, RANGE 3 E, SKAGIT COUNTY, WASHINGTON THIS BEING THE SAME PROPERTY CONVEYED TO ERIC CHAUVIN AND LINDA SUE CHAUVIN, HUSBAND AND WIFE, DATED 11.06.1995 AND RECORDED IN INSTRUMENT NO. 9511090085, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL NO. P48367



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