



201301020072  
Skagit County Auditor

1/2/2013 Page

1 of

4 3:33PM

After Recording Return To:

KeyBank National Association  
431 E PARKCENTER BLVD  
BOISE IDAHO 83706

LAND TITLE OF SKAGIT COUNTY

1214410-0

P129346

[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

ARTHUR S. KAPLAN, MARRIED  
MARCEL RENE MILES, MARRIED

The Borrower's address is 605 SHELTER BAY DR  
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:

605 SHELTER BAY DR 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

LT 605, SHELTER BAY, DIV 4

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: P129346

"Security Instrument" means this document, which is dated 12/27/12, 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 promissory note signed by Borrower and dated 12/27/12. The Debt Instrument states that Borrower owes Lender U.S. \$ 125,108.03 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 02/10/2033.

"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 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 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:



ARTHUR S. KAPLAN

BORROWER:



MARCEL RENE MILES

BORROWER:

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BORROWER:

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BORROWER:

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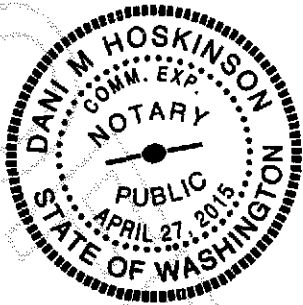


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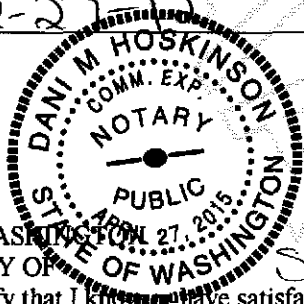
STATE OF WASHINGTON  
CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that

Arthur S. Miles  
Kaplan

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: 12-27-12



Notary Public

Branch Manager

Title

My Appointment expires:

April 27<sup>th</sup> 2015

STATE OF WASHINGTON  
CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that

Marcel Rene Miles

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 Home Equity Loan of KeyBank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-27-12



Notary Public

Branch Manager

Title

My Appointment expires:

April 27<sup>th</sup> 2015

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young



**Schedule A**

A LEASEHOLD INTEREST IN THE FOLLOWING DESCRIBED TRACT:  
LOT 605, "SURVEY OF SHELTER BAY DIV. 4, TRIBAL AND ALLOTTED LANDS OF  
SWINOMISH INDIAN RESERVATION," AS RECORDED IN VOLUME 48 OF OFFICIAL RECORDS,  
PAGES 627 THROUGH 631, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**Schedule B**

Reference Number: 122901710120C

KeyBank WA Short Form Closed-End Security Instrument (11/2/2011)  
HC# 4837-6239-3349v5



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