



201309170005

Skagit County Auditor

\$78.00

9/17/2013 Page

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4 9:10AM

Return To:

Southwest Financial Services, LTD.
P.O. Box 300
Cincinnati, OH 45273-8043

DF596472

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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

ALBERT R. SHERMAN, MARRIED
LYSA M. SHERMAN, MARRIED

The Borrower's address is 517 LAUREL ST
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:

517 LAUREL ST 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 5 & W25FT OF LOT 6, BLOCK 15, SYNDICATE ADD

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: P105964

"Security Instrument" means this document, which is dated 08/23/13, 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 08/23/13. The Debt Instrument states that Borrower owes Lender U.S. \$ 134,125.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 09/04/2033.

"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 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:

Albert R. Sherman

ALBERT R. SHERMAN

BORROWER:

Lysa M. Sherman

LYSA M. SHERMAN

BORROWER:

BORROWER:

BORROWER:

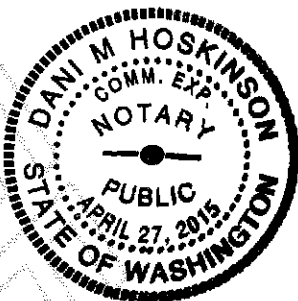


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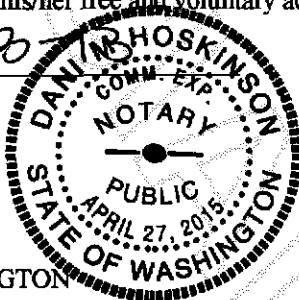


STATE OF WASHINGTON

CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Albert & Lysa M. Sherman, Albert R. Sherman 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: 8-23-



[Signature]
Notary Public

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: _____

Notary Public

Title

My Appointment expires: _____

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young



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Schedule A

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOT 5 AND THE WESTERLY 25.00 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF LOT 6, BLOCK 15, 'MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.', AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE. BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 200909180059, OF THE SKAGIT COUNTY, WASHINGTON RECORDS. ABBREVIATED LEGAL: LOT 5 & W25FT OF LOT 6, BLOCK 15, SYNDICATE ADD

Schedule B

Reference Number: 131401157470C

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


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\$76.00
9:10AM