

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



Skagit County Auditor \$76.00  
5/22/2014 Page 1 of 4 9:45AM

After Recording Return To:

KeyBank National Association  
Accurate Title Group  
P.O. Box 6899  
Cleveland, OH 44101

[Space Above This Line For Recording Data]

1424630-02  
79385495  
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 10/17/2013, in Book/Volume \_\_\_\_\_ at Page(s) \_\_\_\_\_ or Recording No. 201310170057, for land situate in the County of SKAGIT

**"Borrower" is**

THE HERZIG JOINT LIVING TRUST DATED MARCH 9, 1999

JOSEPH FREDERICK HERZIG, TRUSTEE  
SHEILA ELLEN HERZIG, TRUSTEE

The Borrower's address is 12646 WEDGEWOOD 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:

12646 WEDGEWOOD 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 23, COUNTRY CLUB ADD NO. 8

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: P80815

**"Security Instrument"** means this document, which is dated 05/07/14, 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. \$ 150,000.00 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 05/12/2044.

**"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:

*Joseph Frederick Herzig, Trustee*  
JOSEPH FREDERICK HERZIG, TRUSTEE

BORROWER:

*Sheila Ellen Herzig, Trustee*  
SHEILA ELLEN HERZIG, TRUSTEE

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_



BORROWER:

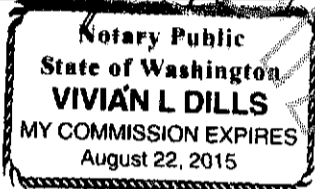
BORROWER:

BORROWER:

STATE OF WASHINGTON  
CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Joseph Frederick Herzig, Trustee 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: May 7, 2014

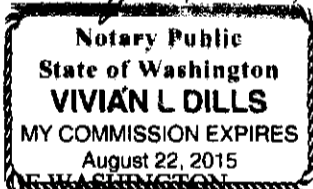


Vivian L. Dills  
Notary Public  
Title Notary  
My Appointment expires: August 22, 2015

STATE OF WASHINGTON  
CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Sheila Ellen Herzig, Trustee 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: May 7, 2014



Vivian L. Dills  
Notary Public  
Title Notary  
My Appointment expires: August 22, 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**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON; LOT 23, COUNTRY CLUB ADD NO 8, AS PER THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGES 17 AND 18, RECORDS OF SKAGIT COUNTY, WASHINGTON ABBREVIATED LEGAL LOT 23, COUNTRY CLUB ADD NO. 8 THIS BEING THE SAME PROPERTY CONVEYED TO JOSEPH FREDERICK HERZIG AND SHEILA ELLEN HERZIG, CO TRUSTEES AND BENEFICIARIES OF THE HERZIG JOINT LIVING TRUST DATED MARCH 9, 1999, DATED 09.06.2012 AND RECORDED ON 09.10.2012 IN INSTRUMENT NUMBER 201209100105, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL P80615

**Schedule B**



\*U04718696\*

10203 5/16/2014 79385495/1

Reference Number: 141051125410C

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

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\$76.00  
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