Skagit County Auditor

Return Address: OLD RÉPUBLIC TITLE 530 South Main Street Suite 1931

Akron. OH 44311

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# Order # 01-14057218-01R

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65,04) Document Title(s) (or transactions contained therein): (all areas applicable to your document must DEED OF TRUST Reference Number(s) of Documents assigned or released: Additional reference #'s on page of document **Grantor(s)** (Last name, first name, initials) BARRY G TESCH, MARRIED DEBRA C. TESCH, MARRIED Grantee(s) (Last name first, then first name and initials) Grantee: KEYBANK NATIONAL ASSOCIATION Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY Legal description (abbreviated: i.e. lot, block, plat or section, township, range) LOT 29, DIGBY HEIGHTS PH 1, AFN 260904150063 Assessor's Property Tax Parcel/Account Number Assessor Tax # not vet assigned 4984-000-029-0000 The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document." Signature of Requesting Party

# After Recording Return Te

KeyBank National Association Old Republic Title P.O. Box 6899 Cleveland, CH 44101

WHEN RECORDED RETURN TO: OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031 **AKRON, OH 44311** 

14057218-01R

[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.

on <u>10/17/2013</u> , in Book/Volume	at Page(s) ithate in the County of SKAGIT	or
"Borrower" is		
BARRY G. TESCH, MARRIED DEBRA C. TESCH, MARRIED		
The Borrower's address is 3416 LEANN ST MOUNT VERNON		
Borrower is the trustor or Grantor under this Se	ecurity Instrument.	

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:

MOUNT VERNON, WA 98274 3416 LEANN ST

("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 29, DIGBY HEIGHTS PH 1, AFN 260904150063.

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: 4984-000-029-0000

"Security Instrument" means this document, which is dated 09/06/14, 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

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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 09/11/2044 "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 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:	
BUTTO	
BARAY G. LESCH	
BORROWER:	
Debia C- Desch	
DEBRA C. TESCH BORROWER:	_
DEBRA C. TESCH BORROWER:	
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	BORROWER:
	BORROWER:
	BORROWER:
STATE OF WASHINGTON CITY/COUNTY OF I certify that I know or have satisfactory evi	idence that Barry G Tesch
is the person who appeared before me, and said pe acknowledged it to be his/her free and voluntary act	rson acknowledged that he/she signed this instrument and for the uses and purposes mentioned in the instrument.
Dated: 9-6-14	Nojary Public Nancy E Kitchel
NANCY E KITCHEL  NOTARY PUBLIC  STATE OF WASHINGTON  MY COMMISSION EXPIRES 2-20-2016	Notary Title My Appointment expires: 2-30-30/6
STATE OF WASHINGTON CITY/COUNTY OF I certify that I know or have satisfactory evi	idence that <u>Debra C Tesch</u>
is the person who appeared before me, and said pe acknowledged it to be his/her free and voluntary act	rson acknowledged that he/she signed this instrument and for the uses and purposes mentioned in the instrument.
Dated: 9-6-14	Notary Public Nancy E Kitchel
NANCY E KITCHEL NOTARY PUBLIC STATE OF WASHINGTON	Title My Appointment expires: 2-20-30/6
MY COMMISSION EXPIRES 2-20-2016 STATE OF WASHINGTON CITY/COUNTY OF I certify that I know or have satisfactory evi	idence that
oath stated that he/she was authorized to execute this	
of	to be the free and voluntary act of such party for
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

SITUATED IN THE COUNTY OF SKAGIT, AND STATE OF WASHINGTON: LOT 29, DIGBY HELEHTS PH 1, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 15, 2009, UNDER AUDITORS FILE NO. 260904150063, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL: LOT 29, DIGBY HEIGHTS PH 1, AFN 260904150063.

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Schedule B

Reference Number: 142061619461C

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Consult Line

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