

Skagit County Auditor

\$78 00 511:29AM

8/15/2016 Page

Southwest Financial Services, LTD. 167 Park Rd #2 Ft. Wright, KY 4101 1-9901 

JTD

[Space Above This Line For Recording Data]

24711886

## SHORT FORM OPEN-END DEED OF TRUST

### **DEFINITIONS**

words used in muniple se	CHOILD OF HER DECEMBER.	rigariment are ac	anicu ociow and in the	iviastei i Oiiii.
<del>-</del>		A .		
		eri F		
"Master Form" means that	t certain Master Form	Open/End Deed o	of Trust recorded in the	Office of the Recorder
		~ P		
on 10/17/2013	, in Book/Volume		at Page(s)	OI
	_,	all and the second seco		

"Borrower" is YAT KEN LEE, MARRIED GAYLE R. LEE, MARRIED

The Borrower's address is 23243 CALVARY WAY MOUNT VERNON, WA WA 98273

Borrower is the trustor or Grantor under this Security Instrument

"Lender" is KeyBank National Association

4910 Tiedeman Road, Suite B, Brooklyn, Lender is the beneficiary or Grantee under this Security Instrument.

Recording No. 201310170057 , for land situate in the County of SKAGIT

"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 98273 23243 CALVARY WAY

("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

L 2 SHORT PLAT PL9-0254 AUDITOR'S FILE NO. 20120120063 DEED 201605270136, PARCEL P130850

and as may be more fully described in Schedule A (see, Page 4). The Assessor's Tax Parcel of Account Number for this property is: P130850

"Security Instrument" means this document, which is dated 07/21/16, 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. \$210,000.00 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 07/26/2046 ... "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:	The state of the s
y at Be	n See
NAY KEN LES	
BORROWER	NOV!
GAYLE R. LEE	
BORROWER:	
BORROWER:	
BORROWER:	
BORROWER:	

	BORROWER:
	BORROWER:
STATE OF WASHINGTON	
CITY/COUNTY OF  I certify that I know or have satisfactory evi	idence that Yat Ken Lee & GAYle LEE
	rson 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: 7/2//	Dandraf Carrey
St. SSISN PA	Notary Public Banker
S OTANE	Title My Appointment expires: 2/13/2020
ST. ZOUBLIC S.	rij rippomiment express.
13 202	
WASHINI	
STATE OF WASHINGTON	
CITY/COUNTY OF	
I certify that I know or have satisfactory ev	
is the person who appeared before me, and said peacknowledged it to be his/her free and voluntary act	erson acknowledged that he/she signed this instrument and for the uses and purposes mentioned in the instrument.
Dated:	Notary Public
	Title
	My Appointment expires:
STATE OF WASHINGTON CITY/COUNTY OF	
I certify that I know or have satisfactory ev	idence that
	erson acknowledged that he/she signed this instrument, on
oath stated that he/she was authorized to execute this of	
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

### Schedule A

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, TO-WIT: LOT 2 SKAGIT COUNTY SHORT PLAT NO. PL9-0254 APPROVED JANUARY 12, 2012 AND RECORDED JANUARY 20, 2012 UNDER AUDITOR'S FILE NO. 20120120063 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. 201605270136, OF THE SKAGIT COUNTY, WASHINGTON RECORDS. ABBREVIATED LEGAL: L 2 SHORT PLAT PL9-0254 AUDITOR'S FILE NO. 20120120063, DEED 201605270136, PARCEL P130850

#### 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:

161551647070C

KeyBank WA Short Form HELOC Security Instrument (12/4/2014) HC# 4845-3460-4037v5

(page 4 of 4 pages)

STATE OF COUNTY OF day of Austria the year 200, before me, the undersigned, personally appeared On the , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument. My Commission Expires: WOVCM