



201610060041

Skagit County Auditor

\$80.00

10/6/2016 Page

1 of

7 11:04AM

After Recording Return To:

Southwest Financial Services, LTD. TD

1671 Park Rd. #2  
Ft. Wright, KY 41011-9901

DF679078

Return To:

[Space Above This Line For Recording Data]

24778847

**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.

"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**LESLIE R. PETERSEN, MARRIED  
SHERRY A. PETERSEN, MARRIEDThe Borrower's address is 10763 PETER ANDERSON RD  
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:

10763 PETER ANDERSON RD 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

PARCEL A, S1/2, NE1/4, SW1/4, S28, T35N R4E W.M., DEED  
201405090118, PAR. 3867-000-002-1509

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: 3867-000-002-1509

**"Security Instrument"** means this document, which is dated 09/07/16, 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. \$ 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 09/12/2046.

**"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:

Leslie R. Petersen  
LESLIE R. PETERSEN

BORROWER:

Sherry A. Petersen  
SHERRY A. PETERSEN

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

STATE OF Washington

COUNTY OF Skagit

On the 7<sup>th</sup> day of September in the year 2016, before me, the undersigned, personally appeared

Joseph L. Peterson  
Sherry L. Peterson

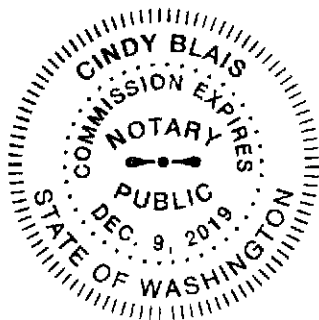
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public Signature: [Signature]

Residing at: 222 N 6<sup>th</sup> Street Mount Vernon WA 98273

My Commission Expires: 12/9/2019

(SEAL): →



BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

STATE OF WASHINGTON  
CITY/COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that

Leslie Petersen

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:

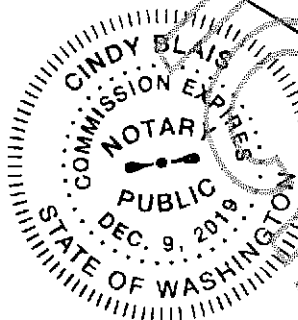
Sept 7, 2016

Notary Public

Cindy Blais  
Branch Manager

Title

My Appointment expires: 12/9/2019



STATE OF WASHINGTON  
CITY/COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that

Sherry Petersen

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:

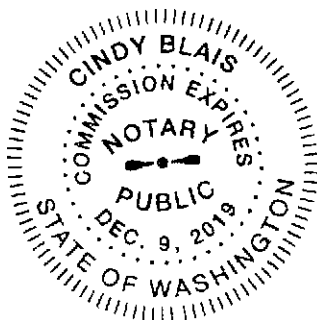
Sept 7, 2016

Notary Public

Cindy Blais  
Branch Manager

Title

My Appointment expires: 12/9/2019



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**

SEE ATTACHED EXHIBIT A

**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: 162171319230C

EXHIBIT A  
PETERSEN, LESLIE R 162171319230C

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: PARCEL "A" THAT PORTION OF THE BELOW DESCRIBED TRACTS A, B, C, AND D MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28 TOWNSHIP 35 NORTH RANGE 4 EAST W.M. (SOUTH 1/4 CORNER) AS SHOWN ON THAT CERTAIN SHORT PLAT NO. PPT-92-006 RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9210190078; THENCE NORTH 2 DEG. 01' 38" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 28 FOR A DISTANCE OF 1866.74 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 28 ALSO BEING THE NORTHEAST OF SHORT PLAT NO. 30-88 RECORDED UNDER AUDITOR'S FILE NO. 8811100003 AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEG. 58' 23" WEST ALONG THE NORTH LINE OF SAID SHORT PLAT NO. 30-88 FOR A DISTANCE OF 21.72 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY MARGIN OF PETER ANDERSON ROAD, AS SHOWN ON THE FACE OF SAID SHORT PLAT NO. 30-88; THENCE SOUTH 0 DEG. 34' 07" WEST ALONG SAID EAST MARGIN OF THE PETER ANDERSON ROAD FOR A DISTANCE OF 280.62 FEET MORE OR LESS TO A POINT THAT IS 30.00 FEET NORTH (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF THE SOUTH LINE OF THE NORTH 1/2 OF THE WEST 1/2 OF TRACT 2 "PLAT OF THE BURLINGTON ACREAGE PROPERTY" AS PER PLAT RECORDED IN VOLUME 1 OF PLATS PAGE 49 RECORDS OF SKAGIT COUNTY WASHINGTON; THENCE SOUTH 88 DEG. 38' 29" EAST PARALLEL WITH SAID SOUTH LINE FOR A DISTANCE OF 394.09 FEET; THENCE NORTH 1 DEG. 21' 31" EAST FOR A DISTANCE OF 284.24 FEET MORE OR LESS TO THE NORTH LINE OF SAID NORTH 1/2 OF THE WEST 1/2 OF SAID TRACT 2 "PLAT OF BURLINGTON ACREAGE PROPERTY" AT A POINT BEARING SOUTH 89 DEG. 07' 09" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEG. 07' 09" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 376.26 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. TRACT "A" THE NORTH 1/2 OF THE WEST 1/2 OF TRACT 2 "PLAT OF THE BURLINGTON ACREAGE PROPERTY" AS PER PLAT RECORDED IN VOLUME 1 OF PLATS PAGE 49 RECORDS OF SKAGIT COUNTY WASHINGTON, TOGETHER WITH THAT PORTION OF ANDERSON ROAD NO. 2523 AS VACATED BY RESOLUTION NO. 4222 DATED SEPTEMBER 20, 1966 ABUTTING THEREON. TRACT "B" THAT PORTION OF LOT 2 SHORT PLAT NO. 30-88 APPROVED OCTOBER 27, 1988 RECORDED NOVEMBER 10, 1988 IN VOLUME 8 OF SHORT PLATS PAGE 87 UNDER AUDITOR'S FILE NO. 8811100003; AND BEING A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28 TOWNSHIP 35 NORTH RANGE 4 EAST, W.M. WHICH LIES EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF PETER ANDERSON ROAD AS SHOWN ON THE FACE OF SAID SHORT PLAT. TRACT "C" EXHIBIT "A" LEGAL DESCRIPTION Page: 2 of 3 Account #: 24778847 Index #: Order Date : 08/05/2016 Registered Land: Reference : 162171319230C Parcel #: 3867-000-002-1509 Name : LESLIE R. PETERSEN SHERRY A. PETERSEN Deed Ref : 201405090118 THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF THE EASTERLY LINE OF THE AS-BUILT AND EXISTING RIGHT OF WAY FOR PETER ANDERSON ROAD AND LYING NORTHERLY OF THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTH 1/2 OF TRACT 2, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON. THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION 307 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO GORDON J BRECHT AND LEOTA BRECHT, HUSBAND AND WIFE, BY DEED RECORDED NOVEMBER 20, 1970, UNDER AUDITOR'S FILE NO. 745975; THENCE WEST ALONG THE SOUTH LINE OF SAID BRECHT TRACT AND SAID LINE PRODUCED WEST, A DISTANCE OF 160 FEET; THENCE NORTH 100 FEET TO A POINT 10 FEET WEST OF THE NORTHWEST CORNER OF SAID BRECHT TRACT; THENCE WEST ALONG A LINE WHICH IS PARALLEL TO AND 207 FEET SOUTH OF THE NORTH LINE OF THE AFOREMENTIONED SUBDIVISION TO A POINT WHICH IS 354 FEET EAST

OF THE WEST LINE OF SAID SUBDIVISION, SAID POINT BEING ON THE EAST LINE OF A TRACT SOLD UNDER CONTRACT TO HARRY E. SCHERBINSKE, ET UX, RECORDED DECEMBER 8, 1969, UNDER AUDITOR'S FILE NO. 733790; THENCE SOUTHERLY ALONG THE EAST LINE AND THE SOUTHERLY EXTENSION THEREOF, OF SAID SCHERBINSKE TRACT, TO A POINT 200 FEET NORTH OF THE SOUTH LINE OF SAID SUBDIVISION; THENCE EAST ALONG A LINE WHICH IS 200 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE TO THE EAST LINE OF SAID SUBDIVISION; THENCE NORTH TO THE POINT OF BEGINNING. TRACT "D" THAT PORTION OF THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF THE EASTERLY LINE OF THE AS-BUILT AND EXISTING RIGHT OF WAY FOR PETER ANDERSON ROAD; THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., EXCEPT THE WEST 354 FEET THEREOF, ALSO EXCEPT THE SOUTH 200 FEET THEREOF, AND ALSO EXCEPT THE NORTH 207 FEET THEREOF. ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. BEING A PART OF THE SAME PROPERTY BEING CONVEYED IN DEED 201405090118 OF THE COUNTY OF SKAGIT, STATE OF WASHINGTON RECORDS. EXHIBIT "A" LEGAL DESCRIPTION Page: 3 of 3 Account #: 24778847 Index #: Order Date : 08/05/2016 Registered Land: Reference : 162171319230C Parcel #: 3867-000-002-1509 Name : LESLIE R. PETERSEN SHERRY A. PETERSEN Deed Ref : 201405090118 ABBREVIATED LEGAL: PARCEL A, S1/2, NE1/4, SW1/4, S28, T35N, R4E W.M., DEED 201405090118, PAR. 3867-000-002-1509 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. 201405090118, OF THE SKAGIT COUNTY, WASHINGTON RECORDS.