



201705190060

Skagit County Auditor

\$77.00

5/19/2017 Page

1 of

4 11:58AM

Record and Return to:  
Fidelity National Title Group  
6500 Pinecrest Drive, Suite 600  
Piano, Texas 75024

After Recording Return To:

KeyBank National Association  
Accurate Title Group  
6000 Freedom Square, Suite 300  
Independence, OH 44131

ATG-2842236

[Space Above This Line For Recording Data]

**SHORT FORM OPEN-END DEED OF TRUST**

**DEFINITIONS**

2842236

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

ERIK D. NOSTE, MARRIED  
LISA E. NOSTE, MARRIED

The Borrower's address is 20825 BULSON RD  
MOUNT VERNON, WA 98274

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:

20825 BULSON RD MOUNT VERNON, WA 98274

("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 2 OF SHORT PLAT NO 58-80, APPROVED 21 APRIL 1980 IN  
VOLUME 4 OF SHORT PLATS PAGE 102

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: P16683/P16684

"Security Instrument" means this document, which is dated 04/11/17, together with all Riders to this document.

"Co-Grantor" means any Borrower who signs this Security Instrument but does not execute the Deed 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. \$ 300,000.00 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 04/17/2047.

**"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.

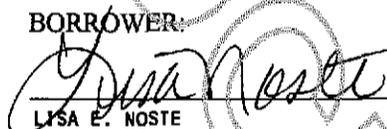
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument (including those provisions of the Master Form that are incorporated by reference) and in any Rider executed by Borrower and recorded with it.

BORROWER:



ERIK D. NOSTE

BORROWER:



LISA E. NOSTE

BORROWER:

\_\_\_\_\_

BORROWER:

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BORROWER:

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BORROWER:

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BORROWER:

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BORROWER:

\_\_\_\_\_

STATE OF WASHINGTON

CITY/COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that ERIK D NOSTE

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.

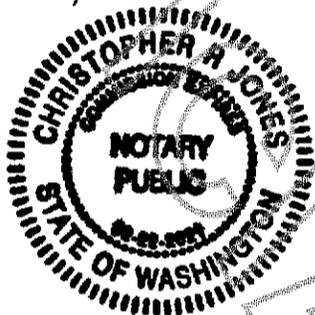
Dated: 4/11/17

Notary Public

*[Signature]*  
NOTARY

Title

My Appointment expires: 02-22-2021



STATE OF WASHINGTON

CITY/COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that LISA E NOSTE

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: 4/11/17

Notary Public

*[Signature]*  
NOTARY

Title

My Appointment expires: 02-22-2021



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

(Seal or Stamp)

Title

My Appointment expires: \_\_\_\_\_

**THIS INSTRUMENT PREPARED BY:** KeyBank National Association / Kristy Young

**Schedule A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS: LOT 2 AND THAT PORTION OF LOT 1 OF SKAGIT COUNTY SHORT PLAT NO. 58-80, RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 102, UNDER AUDITOR'S FILE NO. 8005270032, BEING A PORTION OF THE SOUTHWEST 184 OF THE SOUTHWEST 1/4 OF SECTION 16, PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 184 OF SECTION 16, TOWNSHIP 33 NORTH, RAGE 4 EAST, W. M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID SHORT PLAT NO. 58-80; THENCE SOUTH 89 DEGREES 07'18" EAST 169.71 FEET ALONG THE NORTH LINE OF LOT 1 OF SAID SHORT PLAT NO. 58-50, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 2 DEGREES 21'00" WEST 466.84 FEET ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 2 DEGREES 45'02" EAST 466.94 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING. PARCEL ID: P16684  
ABBREVIATED LEGAL: LOT 2 OF SHORT PLAT NO 58-80, APPROVED 21 APRIL 1980 IN VOLUME 4 OF SHORT PLATS PAGE 102



**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: 170681826140C