

Skagit County Auditor 8/31/2017 Page

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# SHORT FORM OPEN-END DEED OF TRUST

#### **DEFINITIONS**

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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			
Recording No. 201310170057 , for land situate in the County of SKAGIT			
"Borrower" is			
MARK W. TIBBLES, MARRIED			
SHERRI S. TIBBLES, MARRIED			
The Borrower's address is 13684 TIBBLES LN			
ANACORTES, WA 98221			
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:  13684 TIBBLES LN ANACORTES, WA 98221			
("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			
PTN PORTION D SHORT PLAT NO 5-78 VL 3 P 11 AFN: 7911190060			
DEED NO: 8001020011, PARCEL NO: P20100			
and as may be more fully described in Schedule A (see, Page 4). The Assessor's Tax Parcet or Account			
Number for this property is: P20100			
"Security Instrument" means this document, which is dated 08/07/17, 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 two Lender, which may vary from time to time up to a maximum principal sum outstanding at any one time of U.S. \$40,000.00 \_\_\_\_\_\_ 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 \_08/11/2047 \_\_\_\_.

"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 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:
(	mark hotes
	MARK W. TIBBLES
	BORROWER:
	Slean S. Tiss
	SHERRI S. TIBBLES
	BORROWER:
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	BORROWER:
	BORROWER:
STATE OF WASHINGTON	
CITY/COLDETY OF A SKAA 12	
I certify that I know or have satisfactory evi	idence that Mark W. Tibbles
is the person who appeared before me, and said pe	erson 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: August 7 2017	Aux R & honor
Dated. Hughtst / Act /	Notary Public Vetary
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HANEL MAN	Title My Appointment expires: Nov. 19, 2017
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STATE OF WASHINGTON	
CITY/COUNTY OF  I certify that I know or have satisfactory ev	idance that
1 certify that I know of have satisfactory ev	ractice that
is the person who appeared before me, and said pe	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:	
	Notary Public
	Title
	My Appointment expires:
CT ATE OF WASHINGTON	
STATE OF WASHINGTON CITY/COUNTY OF	
I certify that I know or have satisfactory ev	ridence that
· d	calmonial and that have be signed the property on
oath stated that he/she was authorized to execute thi	erson acknowledged that he/she signed this instrument, on s instrument and acknowledged it as the
ofthe uses and purposes mentioned in the instrument.	to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.	
Dated:	
	Notary Public
(Saal or Stamm)	Title
(Seal or Stamp)	My Appointment expires:
	- · · · · · · · · · · · · · · · · · · ·

THIS INSTRUMENT PREPARED BY: KeyBank National Association / Kristy Young



See Addendum A

Schedule B

Reference Number:

171931901430C

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

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# Addendum A

Property Address:

Borrower(s):

13684 TIBBLES LN ANACORTES, WA 98221

MARK W. TIBBLES SHERRI S. TIBBLES

**Customer Number:** 

1719319014306

### **Legal Description of Property**

SITUATED IN THE COUNTY OF SKAGIT STATE OF WASHINGTON: THAT PORTION LOT ''D''S HORT PLAT NO 5-78 APPROVED NOVEMBER 19, 1979 AND RECORDED NOVEMBER 19, 1979 IN VOLUME 3 OF SHORT PLATS, PAGE 11 UNDER AUDITOR'S FILE NO. 7911190060 AND BEING A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7 TOWNSHIP 3 4 NORTH RANGE 2 EAST W.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 7 THAT LIES NORTH 0 DEG. 36' WEST 492.59 FEET FROM THE SOUTHEAST CORNER OF SAID SUBDIVISION, THENCE NORTH 88 DEG. 51' 30'' WEST 466.51 FEET; THENCE NORTH 0 DEG. 36' 36'' WEST 1337.19 FE ET; THENCE SOUTH 88 DEG. 51' 30'' EAST 745.22 FEET TO THE EAST LINE OF SAID SECTION 7; THENCE SOUTH 88 DEG. 51' 30'' EAST 745.22 FEET TO THE EAST LINE OF SAID SECTION 7, TO THE NORTHEAST CORNER OF LOT ''C'' OF SAID SHORT PLAT NO 5-78; THENCE NORTH 88 DEG. 51' 30'' WEST 476.22 FEET ALONG THE EAST LINE OF SA LD SECTION 7, TO THE NORTHEAST CORNER OF LOT ''C''. THENCE SOUTH 8 DEG. 51' 30'' EAST 208.10 FEE TO THE SOUTHWEST CORNER OF SAID LOT ''C''; THENCE SOUTH 8 DEG. 51' 30'' EAST 208.10 FEE TO THE SOUTHWEST CORNER OF SAID LOT ''C''; THENCE SOUTH 8 DEG. 51' 30'' EAST 207.51 FEET ALONG THE NORTHEST CORNER OF SAID LOT ''C''; THENCE SOUTH 8 DEG. 51' 30'' EAST 208.10 FEE TO THE SOUTHWEST CORNER OF SAID LOT ''C''; THENCE SOUTH 1 BE DEG. 51' 30'' EAST 208.10 FEE TO THE SOUTHWEST CORNER OF SAID LOT 'T'C''; THENCE SOUTH 1 BE DEG. 51' 30'' EAST 208.10 FEE TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 1 DEG. 36' 36'' EAST 417.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 1 DEG. 36' 36'' EAST 417.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 1 DO SAID LOT 1 TO THE EAST LINE OF SAID SECTION 7; THENCE SOUTH 1 DEG. 36' 36'' EAST 417.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 1 DO SHORT PLAT NO 5-78 VL 3 P 12 AFN: 7911190060 DEED NO: 8001020011, PARCE LNO: PARCE SOUTH SAID LEGAL PTN PORTION, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD. ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, A LL ZONING, BUILDING AN