



201806250166

06/25/2018 11:35 AM Pages: 1 of 4 Fees: \$103.00
Skagit County Auditor

Return to: Dawn Cochrac/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-716-1820

~~After Recording Return To:~~

KeyBank National Association
Accurate Title Group
P.O. Box 6899
Cleveland, OH 44101

[Space Above This Line For Recording Data]

SHORT FORM OPEN-END DEED OF TRUST

DEFINITIONS

3527926 03

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 A. JOHNSTON, MARRIED
ALLISON L. JOHNSTON, MARRIED

The Borrower's address is 22746 GUNDERSON RD
MOUNT VERNON, WA 98273

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:

22746 GUNDERSON RD MOUNT VERNON, WA 98273

("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 SE SE 14-34-04

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: P24768

"Security Instrument" means this document, which is dated 06/14/18, 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. \$ 440,000.00 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 06/19/2048.

"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:


ERIK A. JOHNSTON

BORROWER:


ALLISON L. JOHNSTON

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

STATE OF WASHINGTON

CITY/COUNTY OF SkagitI certify that I know or have satisfactory evidence that Erik A Johnston

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: 6-14-18sarah nuanes

Notary Public

Notary

Title

My Appointment expires: 11-29-20

STATE OF WASHINGTON

CITY/COUNTY OF SkagitI certify that I know or have satisfactory evidence that Allison Johnston

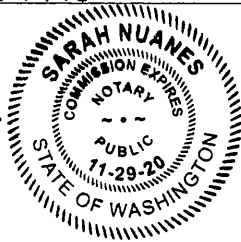
is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6-14-18sarah nuanes

Notary Public

Notary

Title

My Appointment expires: 11-29-20

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 / James Ray

Schedule A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS: PARCEL A: THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. PARCEL B: AN EASEMENT FOR INGRESS, EGRESS, SEWER, UTILITY, AND ROAD PURPOSE (INCLUDING THE RIGHT TO CONSTRUCT AND MAINTAIN A 12 FOOT WIDE ROAD) OVER, UNDER ACROSS THE WEST 60 FEET OF LOTS 1 AND 2 OF SHORT PLAT NO. PL04-0576, RECORDED MAY 13, 2005, UNDER AUDITOR'S FILE NO. 200505130191, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. PARCEL ID: P24768 ABBREVIATED LEGAL: PTN SE SE 14-34-04

Schedule B

6/22/2018

New Do...



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Reference Number: 181001050110C

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

(page 4 of 4 pages)