



201808230011

08/23/2018 09:56 AM Pages: 1 of 5 Fees: \$104.00  
Skagit County Auditor

After Recording Return To:

KeyBank National Association  
SOLIDIFI ATTN: Filings  
127 John Clarke Road  
Middletown, RI 02842

Return to:  
Solidi Title & Closing  
ATTN: HELOC Filings  
127 John Clarke Road  
Middletown, RI 02842

[Space Above This Line For Recording Data]

**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**

KEVIN NIHART, UNMARRIED

The Borrower's address is 7969 CADDY ST  
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:

7969 CADDY ST 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

LOTS 7-12, BLOCK 2, SOUND VIEW ADD 2 TO SIMILK BEACH DEED:  
201804050014

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: P69363

**"Security Instrument"** means this document, which is dated 07/27/18, 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. \$ 200,000.00 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 08/01/2048.

**"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 I 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:

  
\_\_\_\_\_  
KEVIN NIHART

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

**Signature Addendum**

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed and delivered in the presence of:

**BORROWER:**

x Kevin Nihart  
Kevin Nihart

STATE OF WA

COUNTY OF Skagit

On the 15 day of August in the year 2018 before me, the undersigned,  
personally appeared Kevin Nihart

\_\_\_\_\_ 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.

Lisa R. Helm-Monow  
Notary Public Signature:

Title: Notary

My Commission Expires: Nov. 14, 2021

(SEAL): →

ACAPS: 181651600061C



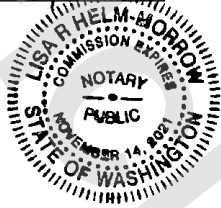
BORROWER:

BORROWER:

STATE OF WASHINGTON

CITY/COUNTY OF SkagitI certify that I know or have satisfactory evidence that Kevin Nihart

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: July 27, 2018Chris R. Helm-Morrison  
Notary PublicTitle NotaryMy Appointment expires: Nov. 14, 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 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:

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**

SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: LOTS 7, 8, 9, 10, 11 AND 12, BLOCK 2, ''SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH'', AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 5, 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 ABBREVIATED LEGAL: LOTS 7-12, BLOCK 2, SOUND VIEW ADD 2 TO SIMILK BEACH DEED: 201804050014 PAR: P69363 BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN INSTRUMENT NO. 201804050014 OF THE SKAGIT COUNTY, WASHINGTON RECORDS.

**Schedule B**

Reference Number: 181651600061C