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11/22/2021 09:32 AM Pages: 1 of 4 Fees: \$207.50 Skagit County Auditor, WA

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 $U49913-02$
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 THERESA J. BERGQUIST, MARRIED WILLIAM E. BERGQUIST, MARRIED
The Borrower's address is 17409 OLYMPIC PL 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:  17409 OLYMPIC PL 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 3 AND PTN LOT 3 STOCKFLETHS SKYRIDGE
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: P69749  "Security Instrument" means this document, which is dated 11/10/21, 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

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"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. \$ 500,000.00 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 11/16/2051

"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 THERESA J. BERGOUIST	
BORROWER:  WILLIAM E. BERGOUIST	1
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## Schedule A

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN MOUNT VERNON, SKAGIT COUNTY, WA TO WIT; LOTS 3 AND 4, STOCKFLETHS SKYRIDGE ASSESSORS PLAT, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 42, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION OF LOT 4 LYING MORTHERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, STOCKFLETHS SKYRIDGE ASSESSORS PLAT, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 42, UNDER AUDITORS FILE NO. 702986, RECORDS OFSKAGIT COUNTY, WASHINGTON, THE TRUE POINT OF BEGINNING OF THIS DESCRIBED LINE; THENCE MORTH 68 DEGREES 26 MINUTES 21 SECONDS WEST A DISTANCE OF 306.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4 AND THE TERMINUS OF THE DESCRIBED LINE. SUBJECT TO COVENANTS, C ONDITIONS, RESTRICTIONS, RESERVATIONS, AGREEMENTS AND EASEMENTS, OF RECORD INCLUDING, BUT NOT LIMITED TO, THOSE SHOWN ON SCHEDULE B 1 OF LAND TITLE COMPANYS PRELIMINARY COMMITMENT NO. 01 160860 SE. ABBREVIATED LEGAL; LOT 3 AND PTN LOT 3 STOCKFLETHS SKYRIDGE THISBEING THE SAME PROPERTY CONVEYED TO WILLIAM E. BERGQUIST AND THERESA J. BERGQUIST, HUSBAND AND WIFE, DATED 01.13.2017 AND RECORDED ON 01.17.2017 IN INSTRUMENT NO. 201701170228, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL NO. P69749

Schedule B

Reference Number: 212721352450C

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

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