

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

6217699-02

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

JAMES M. COLDWELL, UNMARRIED

The Borrower's address is 1508 S 18TH ST
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:

1508 S 18TH ST 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

SECTION 29, TOWNSHIP 34, RANGE 4; PTN. NE NE AKA LOT 2 OF SHO
RT PLAT NO. 9 94

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: P110359

"Security Instrument" means this document, which is dated 12/06/21, 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

"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. \$ 100,000.00 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 12/10/2051.

"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."

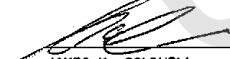
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property will not be used for or in connection with any illegal activity and that the Property is unencumbered as of the execution date of this Security Instrument, 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:



JAMES M. COLDWELL

BORROWER:

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BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

STATE OF WASHINGTON

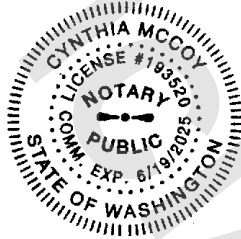
CITY/COUNTY OF WashingtonI certify that I know or have satisfactory evidence that James M. Caldwell

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: 12/16/2021

Notary Public

Title

My Appointment expires: 6/19/2025

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

Title

My Appointment expires: _____

(Seal or Stamp)

THIS INSTRUMENT PREPARED BY: KeyBank National Association / James Ray

Schedule A

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN SKAGIT COUNTY, WA TO WIT; LOT 2, CITY OF MOUNT VERNON SHORT PLAT NO. MV 9 94, APPROVED DECEMBER 28, 1995, RECORDED DECEMBER 29, 1995 UNDER SKAGIT COUNTY AUDITORS FILE NO. 9512290024, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER IN SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., TOGETHER WITH A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AFFECTING THE NORTH 30 FEET OF LOT 1 OF SAID SHORT PLAT.ABBREVIATED LEGAL; SECTION 29, TOWNSHIP 34, RANGE 4; PTN. NE NE AKA LOT 2 OF SHORT PLAT NO. 9 94 . THIS CONVEYANCE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY. THIS BEING THE SAME PROPERTY CONVEYED TO JAMES M. COLDWELL, AN UNMARRIED INDIVIDUAL, DATED 02.26.2004 AND RECORDED ON 03.15.2004 IN INSTRUMENT NO. 200403150148, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL NO. P110359

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.

EXISTING ENCUMBRANCE(S): KEY BANK NA

Reference Number: 212981851360C

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

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