202201270023

01/27/2022 08:41 AM Pages: 1 of 7 Fees: \$210.50 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 $(31605 - 02)$
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 MICHAEL TURNER, MARRIED GRETCHEN KRAIG-TURNER, MARRIED
The Borrower's address is 12707 PERSONS RD BOW, WA 98232 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: 12707 PERSONS RD BOW, WA 98232 ("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 LOT 4 SKAGIT COUNTY SHORT CARD NO. PL 05 0292
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: P124050 "Security Instrument" means this document, which is dated 01/13/22, 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. \$ 249,000.00 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 01/19/2052

"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.

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STATE OF Washington
COUNTY OF Skagit
On the 13 day of January in the year 2022, before me, the undersigned, personally appeared Hichael Turner
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.
Josas Laure
Notary Public Signature:
Title: Notary public
My Commission Expires: $02/37/3025$
(SEAL): →
E : NOTARLE:
213372015030U

	BORROWER:
STATE OF WASHINGTON	acit I
CITI/COUNTION DESCRIPTION	11 1 / 1 / 1
I certify that I know or have satisfactory	evidence that <u>fillower</u> with other
is the person who appeared before me, and said acknowledged it to be his/her free and voluntary	person acknowledged that he/she signed this instrument and act for the uses and purposes mentioned in the instrument.
Dated: 1-13-2022	De Obroforse
Dated: 1-13-2020	Notary Public
	Dotary Public
"HILLIAM"	Title
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CITY/COUNTY OF BUILDATION / SKall	it can then the
I certify that I know or have satisfactory	evidence that Gretchen Kray-Turner
	I 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: /-13-2022	Local Larce
	Notary Public , , 1
MINIMUM.	public Notary
IIII SALBA LANOITI	Title
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	evidence that
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CITY/COUNTY OF I certify that I know or have satisfactory is the person who appeared before me, and said oath stated that he/she was authorized to execute	d person acknowledged that he/she signed this instrument, on this instrument and acknowledged it as the
I certify that I know or have satisfactory is the person who appeared before me, and said outh stated that he/she was authorized to execute of	I person acknowledged that he/she signed this instrument, on this instrument and acknowledged it as the to be the free and voluntary act of such party for
I certify that I know or have satisfactory is the person who appeared before me, and said outh stated that he/she was authorized to execute of	I person acknowledged that he/she signed this instrument, on this instrument and acknowledged it as the to be the free and voluntary act of such party for
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CITY/COUNTY OF I certify that I know or have satisfactory is the person who appeared before me, and said oath stated that he/she was authorized to execute of the uses and purposes mentioned in the instrument	I person acknowledged that he/she signed this instrument, on this instrument and acknowledged it as the to be the free and voluntary act of such party for nt. Notary Public Title
CITY/COUNTY OF I certify that I know or have satisfactory is the person who appeared before me, and said oath stated that he/she was authorized to execute of the uses and purposes mentioned in the instrument Dated:	I person acknowledged that he/she signed this instrument, on this instrument and acknowledged it as the to be the free and voluntary act of such party for nt. Notary Public

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Schedule A

SEE ATTACHED EXHIBIT A



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:

213372015030U

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

(page 4 of 4 pages)

Exhibit A TURNER, MICHAEL W. 213372015030U

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN BOW, SKAGIT COUNTY, WA TO WIT; PARCEL A LOT 4, SKAGIT COUNTY SHORT CARD NO. PL 05 0292, APPROVED DECEMBER 13, 2005 AND RECORDED DECEMBER 13, 2005 UNDER SKAGIT COUNTY AUDITORS FILE NO. 200512130095, BEING A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN. EXCEPT THE FOLLOWING DESCRIBED BOUNDARY LINE ADJUSTMENT PARCEL; TRACT X, SKAGIT COUNTY SHORT CARD NO. PL 05 0292, APPROVED DECEMBER 13, 2005 AND RECORDED DECEMBER 13, 2005 UNDER SKAGIT COUNTY AUDITORS FILE NO. 200512130095, BEING A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN. TOGETHER WITH A PORTION OF LOT 4, OF SAID SKAGIT COUNTY SHORT CARD NO. PL 05 0292, APPROVED DECEMBER 13, 2005 AND RECORDED DECEMBER 13, 2005 UNDER SKAGIT COUNTY AUDITORS FILE NO. 200512130095 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT X, SKAGIT COUNTY SHORT CARD NO. PL 05 0292; THENCE NORTH 0 DEGREES 21 MINUTES 51 SECONDS WEST ALONG THE EAST LINE OF LOT 4 OF SAID SKAGIT COUNTY SHORT CARD NO. PL 05 0292 FOR A DISTANCE OF 928.97 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 4 FOR A DISTANCE OF 9.60 FEET, MORE OR LESS, TO AN EXISTING NORTH SOUTH FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 0 DEGREES 41 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 707.56 FEET TO AN ANGLE POINT IN SAID FENCE LINE; THENCE SOUTH 0 DEGREES 56 MINUTES 12 SECONDS EAST ALONG SAID FENCE LINE FOR A DISTANCE OF 221.44 FEET; MORE OR LESS, TO THE NORTHWEST CORNER OF SAID TRACT X, SKAGIT COUNTY SHORT CARD NO. PL 05 0292 AT A POINT BEARING NORTH 89 DEGREES 54 MINUTES 31 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 54 MINUTES 31 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT X FOR A DISTANCE OF 20.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SITUATE IN SKAGIT COUNTY, WASHINGTON. PARCEL B; A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON THE FACE OF SKAGIT COUNTY SHORT CARD NO. PL 05 0292 AS APPROVED DECEMBER 13, 2005 AND RECORDED DECEMBER 13, 2005, UNDER AUDITORS FILE NO. 200512130095, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, SITUATED IN SKAGIT COUNTY, WASHINGTON 1. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON SHORT PLAT NO PL 05 0292; RECORDING NO; 200512130095 2. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY. RECORDING DATE; DECEMBER 22, 2005 RECORDING NO.; 200512130095 MATTERS SHOWN; FENCE LINES AT VARIANCE WITH BOUNDARY LINES 3. TERMS, CONDITIONS, AND RESTRICTIONS OF THAT INSTRUMENT ENTITLED LOT OF RECORD

CERTIFICATION; RECORDED; DECEMBER 13, 2005 AUDITORS NOS.; 200512130096, RECORDS OF SKAGIT COUNTY, WASHINGTON 4. COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDING DATE; JANUARY 13, 2006 RECORDING NO.; 200601130241 5. COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDING DATE; MAY 17, 2006 RECORDING NO.; 200605170124 6. CLEARSTREAM ALTERNATE SEWAGE SYSTEM, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF RECORDING DATE; MARCH 27, 2006 RECORDING NO.; 200603270186 7. BOUNDARY LINE ADJUSTMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF RECORDING DATE; MARCH 31, 2006 RECORDING NO.: 200603310259 8. CITY, COUNTY OR LOCAL IMPROVEMENT DISTRICT ASSESSMENTS, IF ANY. ABBREVIATED LEGAL; PTN LOT 4 SKAGIT COUNTY SHORT CARD NO. PL 05 0292 THIS BEING THE SAME PROPERTY CONVEYED TO MICHAEL TURNER AND GRETCHEN KRAIG TURNER, A MARRIED COUPLE, DATED 09.02.2016 AND RECORDED ON 09.09.2016 IN INSTRUMENT NO. 201609090078, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL NO. P124050