202207050056

07/05/2022 10:57 AM Pages: 1 of 5 Fees: \$208.50

Skagit County Auditor, WA

POOR ORIGINAL

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**

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)\_ Recording No. 201310170057 , for land situate in the County of SKAGIT "Borrower" is ALAN CRAIG THOM, MARRIED PATRICIA DEIETTE THOM, MARRIED The Borrower's address is 1113 35TH 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: 1113 35TH 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 6, 7 AND 8, BLK 3, MRS. MARY EUBANKS 1ST ADD

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: P57168

"Security Instrument" means this document, which is dated <u>06/16/22</u>, 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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#### 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:                                             |          |
|-------------------------------------------------------|----------|
| ALAN CRAIG THOM                                       |          |
| BORROWER: Patricia Deiette Thom PATRICIA DEIETTE THOM | <u>ں</u> |
| BORROWER:                                             |          |
|                                                       |          |
| BORROWER:                                             |          |
| BORROWER:                                             |          |
| BORROWER:                                             |          |

| STATE OF Washington                           |                                                                                                                                                                                                                                                                                |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF Skayit                              |                                                                                                                                                                                                                                                                                |
| On the 16 day of June appeared Wan Crease The | in the year 2022, before me, the undersigned, personally and Patricia bejette them                                                                                                                                                                                             |
| appeared                                      |                                                                                                                                                                                                                                                                                |
|                                               |                                                                                                                                                                                                                                                                                |
| whose name(s) is (are) subscribed t           | to me on the basis of satisfactory evidence to be the individual(s) of the within instrument and acknowledged to me that he/she/they apacity(ies), and that by his/her/their signature(s) on the instrument, behalf of which the individual(s) acted, executed the instrument. |
| Notary Public Signature:                      | PS                                                                                                                                                                                                                                                                             |
| Title: Personal Bar                           | 160                                                                                                                                                                                                                                                                            |
| My Commission Expires: 3-1                    | 4-25                                                                                                                                                                                                                                                                           |
| (SEAL): →                                     | NOTARY PUBLIC STATE OF WASHINGTON JANINA PETTY Lic. No 190945 My Appointment Expires MARCH 14, 2025                                                                                                                                                                            |

| ence that                                                                                                                                   |
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| on acknowledged that he/she signed this instrument and in the uses and purposes mentioned in the instrument.                                |
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| Title                                                                                                                                       |
| My Appointment expires: 3-14-25                                                                                                             |
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| ence that Patricia Thom                                                                                                                     |
| on acknowledged that he/she signed this instrument and r the uses and purposes mentioned in the instrument.  Notary Jublic Revisoral Banker |
| Fitle My Appointment expires: 3-14-25                                                                                                       |
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| ence that                                                                                                                                   |
| on acknowledged that he/she signed this instrument, on instrument and acknowledged it as the                                                |
| to be the free and voluntary act of such party for                                                                                          |
|                                                                                                                                             |
| Natom, Dublic                                                                                                                               |
| Notary Public                                                                                                                               |
| Гitle                                                                                                                                       |
| My Appointment expires:                                                                                                                     |
| National Association / James Ray                                                                                                            |
|                                                                                                                                             |

## Schedule A

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN ANACORTES, SKAGIT COUNTY, WA TO WIT; LOTS 6, 7 AND 8, BLOCK 3, MRS. MARY EUBANKS FIRST ADDITION TO THE CITY OF ANACORTES, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 38, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL; LOTS 6, 7 AND 8, BLK 3, MRS. MARY EUBANKS 1ST ADD. THIS BEING THE SAME PROPERTY CONVEYED TO PATRICIA DEIETTE THOM AND ALAN CRAIG THOM, A MARRIED COUPLE, DATED 09.03.2019 AND RECORDED ON 09.04.2019 IN INSTRUMENT NO. 201909040036, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL NO. P57168



#### 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): ACADEMY MORTGAGE CO



Reference Number:

221231514510C

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

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