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 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 THOMAS A. RACETTE, MARRIED VIRGINIA RACETTE, MARRIED The Borrower's address is 2118 20TH 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: 2118 20TH 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 UNIT 2118 WHISPERING WOODS CONDO NW 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: P56175 "Security Instrument" means this document, which is dated 11/29/23, 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. \$ 314,600.00 plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than the Maurrity Date, which is 12/04/2053

"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:	
THOMAS A. RACETTE	•
BORROWER: <u>Vinginia Racette</u> VIRGINIA RACETTE	
BORROWER:	
BORROWER;	
BORROWER:	
BORROWER:	

COUNTY OF Skagit
COUNTY OF Skagit
On the 29 day of November in the year 2023, before me, the undersigned, personally
On the 29 day of November in the year 2023, before me, the undersigned, personally appeared Thomas A Racette Virginia Racette
11 1 1 1 Control of the state o
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.
Notary Public Signature:
Title: Notary Public
My Commission Expires: 07/19/2827
(SEAL): →

232431626100C

STATE OF WASHINGTON CITY/COUNTY OF I certify that I know or have satisfactory evaluation who appeared before me, and said p acknowledged it to be his/her free and voluntary act Dated: 11/29/2023	BORROWER:    Wayma Racette		
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 ev	ridence that		
	erson acknowledged that he/she signed this instrument, on		
oath stated that he/she was authorized to execute thi	s instrument and acknowledged it as the to be the free and voluntary act of such party for		
the uses and purposes mentioned in the instrument.			
Dated:			
	Notary Public		

THIS INSTRUMENT PREPARED BY: KeyBank National Association / James Ray

Schedule A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT,
STATE OF WASHINGTON. UNIT 2118, WHISPERING WOODS CONDOMINIUM NORTHWEST,
ACCORDING TO THE DECLARATION THEREOF RECORDED MARCH 9, 2015, UNDER AUDITORS
FILE NO. 201503090120 AND SURVEY MAP PLANS THEREOF RECORDED MARCH, 9, 2015
UNDER AUDITORS FILE NO. 201503090119, RECORDS OF SKAGIT COUNTY, WASHINGTON.
ABBRRVIATED LEGAL; UNIT 2118 WHISPERING WOODS CONDO NW THIS BEING THE
SAME PROPERTY CONVEYED TO THOMAS A. RACETTE AND VIRGINIA RACETTE, A MARRIED
COUPLE, DATED 04.21.2015 AND RECORDED ON 04.30.2015 IN INSTRUMENT NO.
201504300115, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL NO. P56175

Schedule B

Reference Number: 232431626100C

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

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