

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 DEED OF TRUST**

<u>Lender (Name and NMLS Number)</u>	<u>Loan Originator (Name and NMLS Number)</u>
<u>KeyBank National Association</u>	<u>Isabel Rae Banta</u>
<u>399797</u>	<u>2369594</u>

**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 Deed of Trust recorded in the Office of the Recorder on 10/17/2013, in Book/Volume \_\_\_\_\_ at Page(s) \_\_\_\_\_ or Recording No. 201310170056, for land situate in the County of SKAGIT

"Borrower" is  
MISTY DEANNA REA TERRILL, UNMARRIED

~~8765233-01~~ 8101207-03

The Borrower's address is 8873 ERSHIG RD  
BOW, WA 98232

Borrower is the trustor or Grantor under this Security Instrument.

"Lender" is KeyBank National Association  
4910 Tiedeman Road, Suite B, Brooklwn, 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:

8873 ERSHIG 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

SECTION 13, TOWNSHIP 35 NORTH, RANGE 3 EAST; PTN. SW SW

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: P34205

"Security Instrument" means this document, which is dated 04/02/24, 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 promissory note signed by Borrower and dated 04/02/24. The Debt Instrument states that Borrower owes Lender U.S. \$ 37,095.00 plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 05/15/2044.

**"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

**"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 renewals, extensions and modifications of the Debt 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 seized 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 24 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:



\_\_\_\_\_  
MISTY DEANNA REA TERRILL

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

BORROWER:

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BORROWER:

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BORROWER:

\_\_\_\_\_

STATE OF Washington  
COUNTY OF Skagit

On the 2<sup>nd</sup> day of April in the year 2024, before me, the undersigned, personally appeared Misty Deanna Rea Terrill

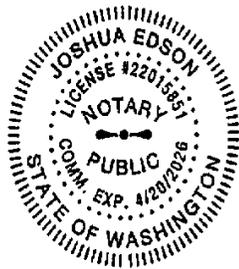
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Notary Public Signature:

Title: Banker

My Commission Expires: 4/20/2026

(SEAL): →



240541602290C

BORROWER:

\_\_\_\_\_

BORROWER:

\_\_\_\_\_

STATE OF WASHINGTON

CITY/COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Misty Terrill

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: 4/2/24

Joshua Edson

Notary Public Banker

Title

My Appointment expires: 4/20/2026



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: \_\_\_\_\_

**THIS INSTRUMENT PREPARED BY:** KeyBank National Association / James Ray

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): GUILD MORTGAGE



Reference Number: 240541602290C

**EXHIBIT A****TERRILL, MISTY D. 240541602290C**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 2 DEGREES 00 MINUTES WEST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 673.12 FEET; THENCE NORTH 88 DEGREES 00 MINUTES EAST, A DISTANCE OF 145.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 81 DEGREES 14 MINUTES EAST, A DISTANCE OF 101.13 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES WEST, A DISTANCE OF 226.93, FEET, MORE OR LESS, TO THE CENTER OF THE SAMISH RIVER; THENCE ALONG THE CENTER OF THE SAMISH RIVER NORTH 60 DEGREES 30 MINUTES WEST, A DISTANCE OF 114.68 FEET; THENCE NORTH 0 DEGREES 12 MINUTES EAST, A DISTANCE OF 185.87 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A STRIP OF LAND 16 FEET IN WIDTH RUNNING FROM THE EAST LINE OF THE COUNTY ROAD KNOWN AS THE ERSHIG ROAD, TO THE NORTHEASTERLY CORNER OF THE ABOVE DESCRIBED TRACT, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M THENCE NORTH 2 DEGREES 00 MINUTES WEST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 673.12 FEET; THENCE NORTH 88 DEGREES 00 MINUTES EAST, 20.0 FEET TO THE EAST LINE OF THE ERSHIG ROAD, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 00 MINUTES EAST, 125.05 FEET; THENCE SOUTH 81 DEGREES 14 MINUTES EAST, 101.13 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES WEST, 1618 FEET; THENCE NORTH 81 DEGREES 14 MINUTES WEST, 101.13 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, 124.45 FEET TO THE EAST LINE OF THE ERSHIG ROAD; THENCE NORTH 2 DEGREES 00 MINUTES WEST, 16.0 FEET TO THE TRUE POINT OF BEGINNING. A. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED INSTRUMENT IN FAVOR OF; ADJACENT PROPERTY OWNERS RECORDED; JULY 19, 1966 AUDITOR'S NO.; 685658 FOR; INGRESS AND EGRESS AFFECTS; NORTH 16 FEET B. EASEMENT AND PROVISIONS CONTAINED THEREIN AS CREATED OR DISCLOSED INSTRUMENT; IN FAVOR OF; ADJACENT PROPERTY OWNERS RECORDED; AUGUST 16, 1966 AUDITORS NO.; 686942 FOR; INGRESS AND EGRESS AFFECTS; NORTH 16 FEET C. RESERVATIONS AND OR OR EXCEPTIONS CONTAINED IN INSTRUMENT; FROM; ROBERT WATKINSON AND VERNA WATKINSON, HUSBAND AND WIFE RECORDED; OCTOBER 22, 1985 AUDITORS NO.; 8510220073 AS FOLLOWS; PROVIDED, HOWEVER, THE GRANTORS RESERVE TO THEMSELVES THE RIGHT TO FISH FROM THE SHORELINE OF THE AFOREDESCRIBED REAL ESTATE FOR THEIR LIFE TIMES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO THE SHORELINE. THIS RESERVATION OF LIFE ESTATE SHALL EXPIRE AND BE OF NO FURTHER FORCE OR EFFECT UPON THE DEATH OF THE FINAL SURVIVOR OF THE TWO GRANTORS D. ANY ADVERSE CLAIM BY REASON OF ANY CHANGE IN THE LOCATION OF THE BOUNDARIES OF SAID PREMISES WHICH MAY HAVE RESULTED FROM ANY CHANGE IN THE LOCATION OF THE RIVER OR CREEK HEREIN NAMED. OR ITS BANKS. OR WHICH MAY RESULT FROM SUCH CHANGE IN THE FUTURE. RIVER OR CREEK; SAMISH RIVER E. RIGHT OF THE STATE OF WASHINGTON IN AND TO THAT PORTION, IF ANY, OF THE PROPERTY HERE IN DESCRIBED WHICH LIES BELOW THE LINE ORDINARY HIGH WATER OF THE SAMISH RIVER. F. RIGHT OF THE GENERAL PUBLIC TO THE UNRESTRICTED USE OF ALL THE WATERS OF A NAVIGABLE BODY OF WATER NOT ONLY FOR THE PRIMARY PURPOSES OF NAVIGATION, BUT ALSO FOR COROLLARY PURPOSES, INCLUDING (BUT NOT LIMITED TO) FISHING, BOATING, BATHING, SWIMMING, WATER SKIING AND OTHER RELATED RECREATIONAL PURPOSES, AS THOSE WATERS MAY AFFECT THE TIDELANDS, SHORELANDS, OR ADJOINING

UPLANDS, AND WHETHER THE LEVEL OF THE WATER HAS BEEN RAISED NATURALLY OR ARTIFICIALLY TO A MAINTAINED OR FLUCTUATING LEVEL, ALL AS FURTHER DEFINED BY THE DECISIONAL LAW OF THIS STATE. (AFFECTS ALL OF THE PREMISES SUBJECT TO SUCH SUBMERGENCE.) G. TERMS, PROVISIONS AND RESERVATIONS UNDER THE SUBMERGED LAND ACT (43 U.S.C.A. 1301 THROUGH 1311 AND THE RIGHTS OF THE UNITED STATES OF AMERICA TO REGULATE COMMERCE, NAVIGATION, FLOOD CONTROL, FISHING AND PRODUCTION OF POWER. H. REGULATORY NOTICE OR AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY, H. AUDITORS FILE NO; 9109160034 DOCUMENT TITLE; AGREEMENT REGARDING; MOUND FILL SYSTEM INSTALLATION REFERENCE IS HEREBY MADE TO THE RECORD FOR THE FULL PARTICULARS OF SAID NOTICE OR AGREEMENT. HOWEVER, SAID NOTICE OR AGREEMENT MAY HAVE CHANGED OR MAY IN THE FUTURE CHANGE WITHOUT RECORDED NOTICE. I. REGULATORY NOTICE OR AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY; AUDITORS FILE NO.; 200208090034 DOCUMENT TITLE; TITLE NOTIFICATION REGARDING; DEVELOPMENT ACTIVITIES ON OR ADJACENT TO DESIGNATED NATURAL RESOURCE LANDS REFERENCE IS HEREBY MADE TO THE RECORD FOR THE FULL PARTICULARS OF SAID NOTICE OR AGREEMENT. HOWEVER, SAID NOTICE OR AGREEMENT MAY HAVE CHANGED OR MAY IN THE FUTURE CHANGE WITHOUT RECORDED NOTICE. J. REGULATORY NOTICE OR AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY; AUDITORS FILE NO.; 200208090035 DOCUMENT TITLE; TITLE NOTIFICATION REGARDING; SPECIAL FLOOD HAZARD AREA REFERENCE IS HEREBY MADE TO THE RECORD FOR THE FULL PARTICULARS OF SAID NOTICE OR AGREEMENT. HOWEVER, SAID NOTICE OR AGREEMENT MAY HAVE CHANGED OR MAY IN THE FUTURE CHANGE WITHOUT RECORDED NOTICE. THIS CONVEYANCE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS. ABBREVIATED LEGAL; SECTION 13, TOWNSHIP 35 NORTH, RANGE 3 EAST; PTN. SW SW THIS BEING THE SAME PROPERTY CONVEYED TO MISTY DEANNA REA TERRILL, AN UNMARRIED PERSON, DATED 05.30.2017 AND RECORDED ON 06.01.2017 IN INSTRUMENT NO. 201706010085, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL NO. P34205