

POOR ORIGINAL

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06/06/2022 10:57 AM Pages: 1 of 6 Fees: \$209.50
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 652544A-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

PIOTR CHLODNICKI, MARRIED
BRITTANY CHLODNICKI, MARRIED

The Borrower's address is 5124 MONARCH BLVD
MOUNT VERNON, WA 98273

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:

5124 MONARCH BLVD MOUNT VERNON, WA 98273

("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; 223 SKAGIT HIGHLANDS DIVE V PH 1

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: P125435

"Security Instrument" means this document, which is dated 05/13/22, 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. \$ 30,000.00 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 05/18/2052.

"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.

BORROWER:

Piotr Chlodnicki

PIOTR CHLODNICKI

BORROWER:

Brittany Chlodnicki

BRITTANY CHLODNICKI

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

STATE OF WASHINGTON

CITY/COUNTY OF Snhamish

I certify that I know or have satisfactory evidence that Piotr Chlodnicki +
Br. Henry Chlodnicki
 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: 5-13-2022

Notary Public

Title

My Appointment expires: 07.01.2022

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

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): HOME POINT FINANCIA

Reference Number: 220551923200C

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

(page 4 of 4 pages)

EXHIBIT A
CHLODNICKI, PIOTR 220551923200C

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN MOUNT VERNON, SKAGIT COUNTY, WA TO WIT; LOT 223, PLAT OF SKAGIT HIGHLANDS DIVISION V PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 21, 2006 UNDER AUDITORS FILE NO. 200612210067, RECORDS OF SKAGIT COUNTY, WASHINGTON. 1. RESERVATIONS AND RECITALS CONTAINED IN THE DEED AS SET FORTH BELOW; RECORDING DATE; MARCH 30, 1903 RECORDING NO.; VOLUME 49 DEEDS, PAGE 532 NO DETERMINATION HAS BEEN MADE AS TO THE CURRENT OWNERSHIP OR OTHER MATTERS AFFECTING SAID RESERVATIONS. 2. TERMS AND CONDITIONS CONTAINED IN CITY OF MT. VERNON ORDINANCE NOS. 2483, 2532, 2546 AND 2550; RECORDING NO.; 9203270092 RECORDING NO.; 9303110069 RECORDING NO.; 9308060022 RECORDING NO.; 9309210028 AFFECTS; SAID PLAT AND OTHER PROPERTY 3. RESERVATIONS AND RECITALS CONTAINED IN THE DEED AS SET FORTH BELOW; RECORDING DATE; DECEMBER 14, 1912 RECORDING NO.; 94380 4. EASEMENTS FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT; GRANTED TO; PUGET SOUND POWER AND LIGHT COMPANY PURPOSE; ELECTRIC TRANSMISSION AND OR DISTRIBUTION LINE RECORDING DATE; SEPTEMBER 27, 1960 RECORDING NO.; 599210 5. EASEMENTS FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT; GRANTED TO; PUGET SOUND POWER AND LIGHT COMPANY PURPOSE; ELECTRIC TRANSMISSION AND OR DISTRIBUTION LINE RECORDING DATE; SEPTEMBER 23, 1980 RECORDING NO. 8009230001 6. EASEMENTS FOR THE PURPOSES SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT; PURPOSE; DRAINAGE RECORDING DATE; JUNE 8, 1988 RECORDING NO.; 8806080008 7. DEVELOPER EXTENSION AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF; BETWEEN; M.V.A, INC., A CORPORATION AND THE CITY OF MT. VERNON RECORDING DATE; AUGUST 22, 2001 RECORDING NO.; 200108220046 AFFECTS; SAID PLAT AND OTHER PROPERTY AMENDED BY INSTRUMENTS; RECORDING DATE; JULY 1, 2005 RECORDING NO.; 200507010181 8. STORM DRAINAGE RELEASE EASEMENT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF; BETWEEN; GEORGIA SCHOPF, AS HER SEPARATE ESTATE AND MVA, INC., A WASHINGTON CORPORATION RECORDING DATE; JULY 27, 2001 RECORDING NO.; 200107270065 AFFECTS; SAID PLAT AND OTHER PROPERTY 9. MITIGATION AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF; BETWEEN; SEDRO WOOLLEY SCHOOL DISTRICT NO. 101 AND MVA, INC. RECORDING DATE; JULY 27, 2001 RECORDING NO.; 200107270077 AFFECTS; SAID PLAT AND OTHER PROPERTY 10. DEVELOPMENT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF; BETWEEN; THE CITY OF MT. VERNON AND MVA, INC., A WASHINGTON CORPORATION RECORDING DATE; JUNE 21, 2001 RECORDING NO.; 200106210002 PROVIDING; SAID PLAT AND OTHER PROPERTY 11. SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT NO. PL01 0560 AND THE TERMS AND CONDITIONS THEREOF, RECORDING DATE; MAY 23, 2002 RECORDING NO.; 200205230079 AFFECTS; SAID PLAT AND OTHER PROPERTY AMENDED BY INSTRUMENTS; RECORDING DATE; JUNE 3, 2002 RECORDING NO.; 200206030153 12. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED BY INSTRUMENTS; RECORDING DATE; MARCH 1, 2005 RECORDING NO.; 200503010068 IN FAVOR OF; PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR; ELECTRIC TRANSMISSION AND OR DISTRIBUTION LINE AFFECTS; SAID PLAT AND OTHER PROPERTY 13. 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 SURVEY; RECORDING NO.; 200506080122 14. TERMS AND CONDITIONS OF THE MASTER PLAN; RECORDING DATE; JULY 1, 2005 RECORDING NO.; 200507010182 AFFECTS; SAID PLAT AND OTHER PROPERTY 15. AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, BETWEEN; PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY AND SKAGIT HIGHLANDS, LLC, OR ITS SUCCESSOR OR ASSIGNS RECORDING DATE; OCTOBER 7, 2005 RECORDING NO.; 200510070093 PROVIDING; WATER SERVICE CONTRACT 16. DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR SKAGIT HIGHLANDS;

RECORDING DATE; AUGUST 17, 2005 RECORDING NO.; 200508170113, EXECUTED BY; SKAGIT HIGHLANDS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AMENDED BY INSTRUMENTS; RECORDING NO.; 200607250099 RECORDING NO.; 200806040066 RECORDING NO.; 200810160044 17. COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN DECLARATIONS OF RESTRICTION, BUT OMITTING ANY COVENANT OR RESTRICTIONS, IF ANY, 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 LAW; RECORDING DATE; AUGUST 17, 2005 RECORDING NO.; 200508170114 EXECUTED BY; SKAGIT HIGHLANDS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AMENDED BY INSTRUMENTS; RECORDING NO.; 200511020084 RECORDING NO.; 200604060049 RECORDING NO.; 200605250083 RECORDING NO.; 200605260150 RECORDING NO.; 200608250117 RECORDING NO.; 200612210068 RECORDING NO.; 200806040066 RECORDING NO.; 200810160044 RECORDING NO.; 200902050087 RECORDING NO.; 201510210021 RECORDING NO.; 201510210022 RECORDING NO.; 201510260101 RECORDING NO.; 201510260102 RECORDING NO.; 201512160015 RECORDING NO.; 201708100003 18. SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SKAGIT HIGHLANDS RESIDENTIAL PROPERTY, SKAGIT HIGHLANDS WEST NEIGHBORHOOD; RECORDING DATE; AUGUST 17, 2005 RECORDING NO.; 200508170115 EXECUTED BY; SKAGIT HIGHLANDS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY 19. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, DISCLOSED BY INSTRUMENTS; RECORDING DATE; SEPTEMBER 20, 2006 RECORDING NO.; 200609200081 FOR; SANITARY SEWAGE AND STORM DRAINAGE FACILITIES AFFECTS; A STRIP ACROSS SAID PREMISES 20. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, GRANTED BY INSTRUMENTS; RECORDING DATE; MARCH 19, 2007 RECORDING NO.; 200703190207 IN FAVOR OF; PUGET SOUND POWER AND LIGHT COMPANY FOR; ELECTRIC TRANSMISSION AND OR DISTRIBUTION LINE 21. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF, DISCLOSED BY INSTRUMENTS; RECORDING DATE; MARCH 29, 2007 RECORDING NO.; 200703290063 FOR; WATERLINE AFFECTS; TRACT AU1 22. THE PROPERTY MAY BE SUBJECT TO THE SKAGIT COUNTY RIGHT TO MANAGE NATURAL RESOURCE LANDS DISCLOSURE, SKAGIT COUNTY CODE SECTION 14.38, WHICH STATES; THIS DISCLOSURE APPLIES TO PARCELS DESIGNATED OR WITHIN 1 MILE OF DESIGNATED AGRICULTURAL LAND OR DESIGNATED OR WITHIN 1 BY 4 MILE OF RURAL RESOURCE, FOREST OR MINERAL RESOURCE LANDS OF LONG TERM COMMERCIAL SIGNIFICANCE IN SKAGIT COUNTY. A VARIETY OF NATURAL RESOURCE LAND COMMERCIAL ACTIVITIES OCCUR OR MAY OCCUR IN THE AREA THAT MAY NOT BE COMPATIBLE WITH NON RESOURCE USES AND MAY BE INCONVENIENT OR CAUSE DISCOMFORT TO AREA RESIDENTS. THIS MAY ARISE FROM THE USE OF CHEMICALS; OR FROM SPRAYING, PRUNING, HARVESTING OR MINERAL EXTRACTION WITH ASSOCIATED ACTIVITIES, WHICH OCCASIONALLY GENERATES TRAFFIC, DUST, SMOKE, NOISE, AND ODOR. SKAGIT COUNTY HAS ESTABLISHED NATURAL RESOURCE MANAGEMENT OPERATIONS AS A PRIORITY USE ON DESIGNATED NATURAL RESOURCE LANDS, AND AREA RESIDENTS SHOULD BE PREPARED TO ACCEPT SUCH INCOMPATIBILITIES, INCONVENIENCES OR DISCOMFORT FROM NORMAL, NECESSARY NATURAL RESOURCE LAND OPERATIONS WHEN PERFORMED IN COMPLIANCE WITH BEST MANAGEMENT PRACTICES AND LOCAL, STATE, AND FEDERAL LAW. IN THE CASE OF MINERAL LANDS, APPLICATION MIGHT BE MADE FOR MINING-RELATED ACTIVITIES INCLUDING EXTRACTION, WASHING, CRUSHING, STOCKPILING, BLASTING, TRANSPORTING AND RECYCLING OF MINERALS. IF YOU ARE ADJACENT TO DESIGNATED NR LANDS, YOU WILL HAVE SETBACK REQUIREMENTS FROM DESIGNATED NR LANDS. 23. RESERVATIONS AND EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; INDIAN TREATY OR ABORIGINAL RIGHTS. 24. CITY, COUNTY OR LOCAL IMPROVEMENT DISTRICT ASSESSMENTS, IF ANY. 25. ASSESSMENTS, IF ANY, LEVIED BY SKAGIT HIGHLAND HOMEOWNERS ASSOCIATION. 26. ASSESSMENTS, IF ANY, LEVIED BY THE CITY OF MOUNT VERNON. ABBREVIATED LEGAL DESCRIPTION; LOTS; 223 SKAGIT HIGHLANDS DIVE V PH 1 THIS BEING THE SAME PROPERTY CONVEYED TO PIOTR CHLODNICKI AND BRITTANY CHLODNICKI, A MARRIED COUPLE, DATED 07.16.2020 AND RECORDED ON 07.21.2020 IN INSTRUMENT NO. 202007210188, IN THE SKAGIT COUNTY RECORDERS OFFICE. PARCEL NO. P125435.