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04/10/2020 02:14 PM Pages: 1 of 4 Fees: \$107.50

Skagit County Auditor, WA

Return Name and Address:

Title365 11010 Burdette Street PO Box 641010 Omaha, NE 68164-1010

ATI # 369248

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| Docum | ent Tit | le(s) | |

| Document Title(s) Short Form Deed of Trust | | | | |
|--|--|--|--|--|
| Grantor(s) 1. Jennifer K. Benson 2. Ronald Kllogjeri Additional names on page of document | | | | |
| Grantee(s) 1. Chicago Title Insurance Company, Trustee 2. Third Federal Savings and Loan Additional names on page of document | | | | |
| Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr/qtr) | | | | |
| Lt 3, Amendment to Red Tail Flats, PL05-0361, AFN 200604250069, Amendment to Plat PL03-0016 Red Tail Flats, AFN 200408090156 | | | | |
| ☑ Additional legal is on page <u>3</u> of document | | | | |
| Reference Number(s) (Auditor File Numbers) of Documents assigned or released: | | | | |
| | | | | |
| Additional numbers on page of document | | | | |
| Assessor's Property Tax Parcel/Account Number | | | | |
| P121876 | | | | |
| Property Tax Parcel ID is not yet assigned Additional parcel numbers on page of document | | | | |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information. | | | | |



Requested by/Return to: Title365 (Omaha) 11010 Burdette Street PO Box 641010 Omaha, NE 68164

369248

RONALD KLLOGJERI

| Dο | cun | nent | Title: | Deed | of 1 | rust |
|----|-----|------|--------|------|------|------|
| _ | | | _ | | | |

Grantor(s): Ronald Kllogjeri & Jennifer K Benson Grantee(s):Third Federal Savings and Loan Assessor's Property Tax Parcel or Account Number:

P121876

[Space Above This Line For Recording Data] _

SHORT FORM DEED OF TRUST (With Future Advance Clause)

DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is: April 3, 2020.
 The parties and their addresses are:

GRANTOR: Jennifer K Benson and Ronald Kllogjeri, Married To Each Other; 15100 Hawk Ln, Burlington, WA 98233-8412

If checked, refer to the attached Addendum incorporated herein, for additional Trustors, their signatures and acknowledgments.

Trustee: Chicago Title Insurance Company, a Nebraska corporation

Lender: Third Federal Savings and Loan, 7007 Broadway Avenue, Cleveland, OH 44105

INCORPORATED IN THE STATE OF OHIO

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property: See Attached Legal Description

The property is located in SKAGIT County at 15100 Hawk Ln., BURLINGTON, Washington 98233-8412

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$150,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

 A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).) A Note, evidenced by the Home Equity Line of Credit, executed by RONALD KLLOGJERI and JENNIFER K BENSON in favor of Lender dated 04/03/20 in the Principal Amount of \$150,000.00 and with a Maturity Date of 04/03/50.
- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced.

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03/26/20

All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Sections 5 through 22 of the Master Mortgage are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of Master Form Deed of Trust and agrees to be bound by the Sections and paragraphs of the Master Form Deed of Trust incorporated into this Security Instrument.

"Master Form" means that certain Master Form Deed of Trust recorded in the Office of the Recorder on 6/19/17, in Book/Volume, at Page(s) or Recording No. 201706190183, for land situated in the County of SKAGIT, Washington.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

| (A | | Jeung K Bruon | |
|--|------------------|--|--|
| Ronald Kilogjeri | (Date) | Jennifer K Benson | (Date) |
| 4-3-2020 | | 4.3.2020 | |
| | (Date) | | (Date) |
| STATE OF WASHINGTON, County of | Skagio | 4 | |
| On this day personally appeared before | me Ronald KII | ogjeri and Jennifer K Benson | |
| to me known to be the individual(s) de acknowledged that he/she/they signed and purposes therein mentioned GWENEUM DE MY DEMI BE MESTE ROSEMILDA L ALVARADO Notarý Public State of Washington My Appointment Expires Aug 28, 2021 | the same as bis | day of April Ap | and deed, for the uses , 2020 Washington, residing at |
| Loan Origination Organization: Third Fe | | commission expires on: 08/2 | |
| Loan originator: Latasha Mcclellan , NMI | | nd Even Association of Cieveland | 1, 1414IES ID. 44540 I |
| 03/26/20 | Page 45 / KLL | 2 of 2 OGJERI / 0009 / 412 | |
| WASHINGTON SHORT FORM DEED OF TR | | Consumer | TFS8071WA |

Third Federal Savings and Loan EXHIBIT 'A' - LEGAL DESCRIPTION

Borrower Name: Ronald Kllogjeri & Jennifer K Benson

Property Address: 15100 Hawk Ln, Burlington, WA, 98233-8412

Parcel ID: P121876 / Group ID: / Property Description:

THE PROPERTY BEING DESCRIBED SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON: LOT 3, AMENDMENT TO RED TAIL FLATS, PLO5-0361, APPROVED APRIL 24, 2006 AND RECORDED APRIL 25, 2006, UNDER AUDITOR'S FILE NO. 200604250069, AN AMENDMENT TO THAT CERTAIN PLAT NO. PL03-0016 RED TAIL FLATS, APPROVED AND RECORDED AUGUST 9, 2004, UNDER AUDITOR'S FILE NO. 200408090156, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: LT 3, AMENDMENT TO RED TAIL FLATS, PL05-0361, AFN 200604250069, AMENDMENT TO PLAT PL03-0016 RED TAIL FLATS, AFN 200408090156

Being previously conveyed by Quitclaim Deed from JENNIFER K. BENSON, SINGLE to JENNIFER K. BENSON AND RONALD KLLOGJERI, BOTH ARE UNMARRIED PERSON, FOR THEIR JOINT LIVES, WITH THE REMAINDER TO THE SURVIVOR OF THEM, dated 12/01/2016, and recorded on 06/27/2017, at document reference 201706270062 in SKAGIT County, Washington.

Initials: Rk B

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TFS6511