

RETURN DOCUMENT TO:

Service Link

1355 CHERRINGTON PKWY.MOON TWP, PA 15108*Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047*

DOCUMENT TITLE(S): DEED OF TRUST
AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S) BEING ASSIGNED OR RELEASED: Additional reference numbers can be found on page _____ of document.
GRANTOR(S): David Morgan Additional grantor(s) can be found on page _____ of document.
GRANTEE(S): Third Federal Savings and Loan Association of Cleveland Trustee: Chicago Title Insurance Company Additional grantee(s) can be found on page _____ of document.
ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.) Lot 37, Plat of Tinas Coma," recorded on August 11, 2000, under Auditor's file no.200008110004, records of Skagit County, State of Washington. Additional legal(s) can be found on page _____ of document.
ASSESSOR'S 16-DIGIT PARCEL NUMBER: 4755-000-037-0000 Additional numbers can be found on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

Return To:
ServiceLink Title Agency, Inc.
1355 Cherrington Pkwy
Moon Township, PA 15108-

Assessor's Parcel or Account Number: P117072

Trustee: Chicago Title Insurance Company, a Nebraska corporation

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SHORT FORM DEED OF TRUST

2893912

DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Master Form, and in Sections 3, 11, 13, 18, 20 and 21 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Master Form.

"Master Form" means that certain Master Form Deed of Trust recorded in the Office of the Recorder on June 19, 2017, in Book/Volume , at Page(s) or Recording No. 201706190182, for land situated in the County of SKAGIT, Washington.

- (A) "Security Instrument" means this document, which is dated **January 26, 2021**, together with all Riders to this document.
- (B) "Borrower" is **David Morgan, Unmarried**; Borrower is the Trustor under this Security Instrument.
- (C) "Lender" is **Third Federal Savings and Loan Association of Cleveland**. Lender is a **Federal Savings Association** organized and existing under the laws of the **United States of America**. Lender's address is **7007 Broadway Avenue, Cleveland, OH 44105**. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is Chicago Title Insurance Company, a Nebraska corporation.
- (E) "Note" means the promissory note signed by Borrower and dated **January 26, 2021**. The Note states that Borrower owes Lender **four hundred thousand and 00/100 Dollars (U.S. \$400,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments (as defined in the Master Form) and to pay the debt in full not later than **02/01/2051**.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Master Form.

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 Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this

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purpose. Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of SKAGIT, which currently has the address of: 832 Bella Vista Ln, BURLINGTON, Washington 98233-1487 ("Property Address"). SEE ATTACHED LEGAL DESCRIPTION

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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

INCORPORATION OF MASTER FORM PROVISIONS

Paragraph (I) through and including paragraph (Q) of the "Definitions" Section of the Master Form, and Section 1 through and including Section 26 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.

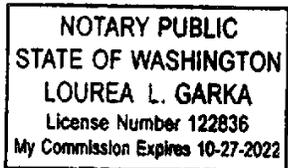
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

David Morgan (Seal) _____ (Seal)
David Morgan -Borrower -Borrower

-Borrower -Borrower

STATE OF WASHINGTON, County of Skagit
On this day personally appeared before me David Morgan

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned
GIVEN under my hand and official seal this 26 day of January, 2021.



Lourea L. Garka
Notary Public in and for the State of Washington, residing at Antinero
My commission expires on: 10/27/2022

Loan Origination Organization: Third Federal Savings and Loan Association of Cleveland, NMLS ID: 449401
Loan originator: Donna Sarver, NMLS ID: 617134

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of January, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Third Federal Savings and Loan Association of Cleveland (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

832 Bella Vista Ln, Burlington, WA, 98233-1487
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **the Declaration of Covenants, Conditions, and Restrictions**. (the "Declaration"). The Property is a part of a planned unit development known as:

BURLINGTON HILL (the "PUD")
[Name of Planned Unit Development]

The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy. In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall

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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP7R (0811)_TFS7R

Initials: 



be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.


David Morgan (Seal)

_____ (Seal)

ADJUSTABLE RATE RIDER
(Prime Rate Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 26th day of January, 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Third Federal Savings and Loan Association of Cleveland (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

832 Bella Vista Ln, Burlington, WA, 98233-1487

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 2.790%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of February, 2026, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the lowest Prime Rate most recently published in the Money Rates section of The Wall Street Journal (Eastern Edition). The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate. If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by **adding zero** percentage points (0.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 4.790% or less than 2.000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 8.790%. My interest rate will never be lower than 2.000%.



(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. RATE RELOCK The Rate Relock Addendum to the Note provides for the Borrower to exercise a rate relock as follows:

1. Rate Relock. On any business day after the Closing Date I may exercise a Rate Relock. I may exercise as many Rate Relocks as I choose, but I may not use a Rate Relock to extend the Maturity Date of my Loan.

4. Relocked Rate. My Relocked Rate will be equal to the Note Holder's prevailing rate for loans with the same terms as my Loan. My Relocked Rate will vary depending on market conditions.

5. Interest Rate Relock Term. My Relocked Rate will be effective on the first day of the month following the day you relock my interest rate ("New Change Date"), and will continue for a 60 month period (each, an "Interest Rate Relock Term").

6. Relocked Rate New Monthly Payment Amount. When the Note Holder confirms my Relocked Rate, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the New Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the New Change Date until the amount of my monthly payment changes again.

7. Adjustable Rate. At the end of an Interest Rate Relock Term, if I do not exercise another Rate Relock, my interest rate may change. My New Change Date then shall be the last day of the expiring Interest Rate Relock Term, and on that day every 12th month thereafter, unless and until I exercise another Rate Relock. My new interest rate will be based on the Index. The "Index" is the lowest Prime Rate most recently published in the Money Rates section of The Wall Street Journal (Eastern Edition).

The most recent Index figure available as of the date 45 days before each subsequent New Change Date is called the "Current Index." The Note Holder will calculate my new interest rate ("Adjustable Rate") by adding zero percentage points (0.000%) to the Current Index. Subject to the limits stated in Section 9 below, this amount will be my new interest rate until the next New Change Date.

8. Adjustable Rate New Monthly Payment Amount. When the Note Holder determines my Adjustable Rate, the Note Holder also will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the New Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

9. Limits on Interest Rate Changes. Once I exercise a Rate Relock, my interest rate will never be increased or decreased on any single New Change Date by more than two percentage points (2.000%) from the most recent rate of interest. Once I exercise a Rate Relock, my interest rate will never be greater than six percentage points (6.000%) above the initial interest rate as stated in Section 2 of my Note, or lower than two percentage points (2.000%).

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)
David Morgan - Borrower

____ (Seal)
- Borrower

Order No.: 27893912

LEGAL DESCRIPTION

EXHIBIT "A"

The following described property:

Lot 37, "Plat of Tinas Coma," as per plat recorded on August 11, 2000, under Auditor's file no.200008110004, records of Skagit County, Washington.

Abbreviated Legal : Lot 37, Plat of Tinas Coma," recorded on August 11, 2000, under Auditor's file no.200008110004, records of Skagit County, State of Washington.

Assessor's Parcel No: 4755-000-037-0000