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02/18/2021 09:21 AM Pages: 1 of 3 Fees: \$106.50

Skagit County Auditor, WA



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

Document Title: Deed of Trust Grantor(s): David Morgan

Grantee(s):Third Federal Savings and Loan

Assessor's Property Tax Parcel or Account Number:

ABBREVIATED LEGAL: LT 37, TINAS COMA. AFN 200008110004 SKAGIT COUNTY, WA

P117072

[Space Above This Line For Recording Data] _ SHORT FORM DEED OF TRUST (With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is: January 26, 2021.

The parties and their addresses are:

GRANTOR: David Morgan, Unmarried; 832 Bella Vista Ln, Burlington, WA 98233-1487

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

Trustee: Chicago Title Insurance Company, a Nebraska corporation

Third Federal Savings and Loan, 7007 Broadway Avenue, Cleveland, OH 44105 INCORPORATED IN THE STATE OF OHIO Lender:

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 832 Bella Vista Ln , BURLINGTON, Washington 98233-1487

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 \$200,000.00. 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 DAVID MORGAN in favor of Lender dated 01/26/21 in the Principal Amount of \$200,000.00 and with a Maturity Date of 01/26/51.

 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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01/25/21

WASHINGTON -- SHORT FORM DEED OF TRUST - Open End Consumer Third Federal Savings and Loan Association of Cleveland

TFS8071WA

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.

M/is	of Sun	1-26-21		
David Morg	ari	(Date)		(Date)
		(Date)		(Date)
STATE OF	WASHINGTON, County of	Skagis		
On this day	y personally appeared before i	me David Morgan		
acknowled; and purpos	wn to be the individual(s) des ged that he/she/they signed the ses therein mentioned N under my hand and officia	he same as his/þer/tþeff	free and voluntary act and	deed, for the uses
	ROSEMILDA L ALVARADO Notary Public State of Washington My Appointment Expires Aug 28, 2021		in and for the State of Was	
			on expires on: 0\$/28/2	
	nation Organization: Third Fed		Association of Cleveland, N	VILS ID: 449401
Loan origin	iator: Donna Sarver , NMLS ID	: 617134		
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	ON SHORT FORM DEED OF TRI Il Savings and Loan Association of (TF\$8071WA

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

Borrower Name: David Morgan

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

Parcel ID: P117072 / Group ID: / Property Description:

THE ABOVE-DESCRIBED REAL ESTATE, SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON. 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: LT 37, TINAS COMA, AFN 200008110004

Being previously conveyed by Quitclaim Deed from JUDY MORGAN, AS HER SEPARATE ESTATE to DAVID MORGAN, A SINGLE MAN, AS HIS SEPARATE ESTATE, dated 01/15/2018, and recorded on 01/24/2018, at document reference 201801240015 in SKAGIT County, Washington.

Initials: <u>DWM</u>

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