

Return To: File # 507227
Transtar National Title
2301 W Plano Pkwy., Ste 105
Plano, TX 75075

202915-LT

[Space Above This Line For Recording Data]

DEED OF TRUST

Prepared By:
Richardson Jean Baptiste
Chevron Federal Credit Union
PO BOX 2069
Oakland, CA 94604

Loan #: 2597113400

Reference numbers of related documents:
on page N/A of document

Grantor(s):
Brian Huff, Trustee of The Brian Huff Trust, dated August 10, 2009

Grantee(s):
Chevron Federal Credit Union

Trustee(s):
First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707

Legal Description:
1. Abbreviated form (lot, block, plat name, section-township-range)
2. Additional legal description is on page 3 of document

Assessor's Property Tax Parcel Account Number(s): 3812-014-003-0018/P58755

Lots 2 and 3, Blk 14, Queen Anne Add to the City of Anacortes



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* M C M O R T D O T *
(page 1 of 12 pages)

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 12, 17, 19, and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) **"Security Instrument"** means this document, which is dated **November 05, 2021**, together with all Riders to this document.

(B) **"Borrower"** is **Brian Huff, Trustee of The Brian Huff Trust, dated August 10, 2009**. Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is **Chevron Federal Credit Union**. Lender is a **Federal Credit Union** organized and existing under the laws of **THE STATE OF CALIFORNIA**. Lender's address is **500 12th Street, Suite 200, Oakland, CA 94607**. Lender is the beneficiary under this Security Instrument.

(D) **"Trustee"** is **First American Title Insurance Company**

(E) **"Credit Agreement"** means the Home Equity Line of Credit Agreement and Disclosure signed by Borrower and dated **November 05, 2021** which Credit Agreement establishes a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. Such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time (excluding any current unpaid interest finance charges but including other fees and charges assessed pursuant to the Credit Agreement) shall not exceed **\$165,000.00**. Borrower has promised to pay this debt in monthly Periodic Payments and to pay the debt in full not later than **December 04, 2046**.

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

(G) **"Loan"** means all amounts owed now or hereafter under the Credit Agreement, plus interest and any other fees or charges however denominated due under the Credit Agreement, 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 type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> Other(s) [specify]
<input checked="" type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	Inter Vivos Trust Rider
		Variable Rate Rider

(I) **"Applicable Law"** means all controlling applicable, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) of the jurisdiction in which the Property is located, as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse



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* M C M O R T D O T *

(page 2 of 12 pages)

transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Periodic Payment"** means the minimum periodic payment due under the terms of the Credit Agreement.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Credit Agreement and/or this Security Instrument.

(Q) **"Mortgage Servicer"** means the last person to whom the Borrower has been instructed by the holder of the Credit Agreement to send payments for the debt secured by this Security Instrument. Lender may be the Mortgage Servicer.

(R) **"Substitute Trustee"** is one or more person(s) appointed in writing, or electronically, by the Lender or Mortgage Servicer to act for the original Trustee.

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 Credit Agreement, 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 Credit Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of SKAGIT:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of **1415 15th Street Anacortes, Washington 98221** ("Property Address");

TOGETHER WITH all Miscellaneous Proceeds, and all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All proceeds, 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." For purposes of the foregoing grant of a security interest in fixtures, Borrower is the "debtor" and Lender is the "secured party" (as those terms are defined by the Uniform Commercial Code). This Security Instrument shall also function as a "financing statement" filed as a "fixture filing" (as those terms are defined by the Uniform Commercial Code).

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and



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* M C M O R T D O T *

(page 3 of 12 pages)

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.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Credit Agreement in accordance with the provisions thereof and any prepayment charges and late charges due under the Credit Agreement. Payments due under the Credit Agreement and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Credit Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Credit Agreement and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Credit Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Credit Agreement immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Credit Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) accrued finance charges; (b) principal; (c) late charges and other fees and charges.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Credit Agreement shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Unless otherwise provided in a separate agreement, Borrower will not be required to pay to Lender funds for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5, and Community Association Dues, Fees, and Assessments, if any



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* M C M O R T D O T *

(page 4 of 12 pages)

("Escrow Items"). Borrower is therefore obligated to make payments directly for such Escrow Items and to provide receipts, and this obligation shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower fails to pay any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount.

4. Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which attains priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, flood, and any other hazards Lender may specify. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Borrower will deliver to Lender upon Lender's request the policies or other proof of insurance. The policies must name Lender as "Mortgagee" and "loss-payee" so that Lender will receive payment on all insurance claims, to the extent of Lender's interest under this Security Instrument, before Borrower does. Borrower shall immediately notify Lender of cancellation or termination of insurance. Upon request, Borrower shall deliver the policies, certificates, or other evidence of insurance to Lender. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal and cancellation notices.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage for Lender's benefit, at Lender's option and Borrower's expense. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate provided in the Credit Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

In the event of loss or damage to the Property, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender may also sign Borrower's name to any check, draft, or other order for the payment of insurance proceeds in the event of any loss or damage to the Property. If Lender receives payment of a claim, Lender will have the right to choose to use the money either to repair the Property or to reduce the amount owing on the Credit Agreement.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. If any



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(page 5 of 12 pages)

insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is still obligated to complete such repair or restoration. Borrower will permit Lender to inspect the Property at any reasonable time.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate set forth in the Credit Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender subject to the terms of any prior security instrument. If the Property is damaged, and repair or restoration of the Property is economically feasible, the Miscellaneous Proceeds may be applied to repair or restore the Property. If not, the Miscellaneous Proceeds shall be applied in the order provided for in Section 2 for payments accepted and applied by Lender.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any



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* M C M O R T D O T *
(page 6 of 12 pages)

Borrower who co-signs this Security Instrument but does not execute the Credit Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Credit Agreement without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, court costs, attorneys' fees, filing fees, property inspection and valuation fees, and any other amounts allowed under Applicable Law. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

Borrower and Lender understand and believe that the Loan complies with Washington usury laws; however, if any interest or other fees or charges in connection with the Loan are ever determined to exceed the maximum amount permitted by law, Borrower understands and agrees that (a) the amount of the interest or other fees or sums payable hereunder shall be reduced to the maximum amount permitted by law; and (b) any excess amount previously collected from Borrower which exceeded the maximum amount will be credited against the principal portion of the outstanding balance of the Loan. If the principal portion of the outstanding balance has already been repaid, the excess amount paid will be refunded to Borrower. Borrower's acceptance of any such refund will constitute a waiver of any right of action Borrower may have arising out of such overcharge. If Lender applies the refund to the outstanding balance, the refund will be treated as a partial prepayment.

14. Notices. All notices given by Borrower, Lender, or Mortgage Servicer in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed, postage prepaid or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it postage prepaid to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it



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(page 7 of 12 pages)

might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Credit Agreement and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "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 option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, 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 14 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.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Credit Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Credit Agreement; Change of Mortgage Servicer; Notice of Grievance. The Credit Agreement or a partial interest in the Credit Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Credit Agreement and this



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(page 8 of 12 pages)

Security Instrument and performs other mortgage loan servicing obligations under the Credit Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Credit Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Credit Agreement is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Credit Agreement, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Credit Agreement purchaser unless otherwise provided by the Credit Agreement purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument (other than any failure by Borrower to make any payment as and when due under the Credit Agreement), until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal or state law that relates to health, safety, or environmental protection ("Environmental Law"). The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. As used in this paragraph, hazardous substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

21. Time of Essence. Time is of the essence in each covenant in this Security Instrument.

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect



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(page 9 of 12 pages)

all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, it is the intention of Borrower and Lender that this Security Instrument secure the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit and any intermediate balance, and this Security Instrument will remain in effect until released. Upon termination of the line of credit and full payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW



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HELOC Deed of Trust - WA

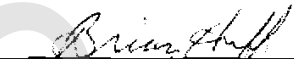
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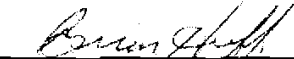


* M C M O R T D O T *

(page 10 of 12 pages)

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.

 (Seal)
Borrower - **Brian Huff**, Trustee of
the **Brian Huff Trust** under trust
instrument dated **August 10, 2009**

 (Seal)
Brian Huff is joining in the
execution of this Security Instrument
solely for the purpose of consenting
to the encumbrance of, and to waive
any rights of ownership in, the
described Property



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HELOC Deed of Trust - WA
Mortgage Cadence Document Center 2172 06/18



* M C M O R T D O T *
(page 11 of 12 pages)

BY SIGNING BELOW, the undersigned, Settlor(s) of the **Brian Huff Trust** created under trust instrument dated **August 10, 2009**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Brian Huff (Seal)
Brian Huff, Trust Settlor

[Space Below This Line for Acknowledgment]

State of Washington

County SNOHOMISH

This record was acknowledged before me on 5 NOVEMBER 2021

by BRIAN HUFF
BRIAN HUFF, TRUSTEE OF THE BRIAN HUFF TRUST, DATED AUGUST 10, 2009

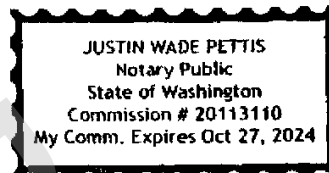
Justin Wade Pettis
Signature of Notary Public

(Stamp)

NOTARY PUBLIC
Title of Office

My commission expires: 10/27/2024

Origination Company: **Chevron Federal Credit Union**
NMLSR ID: **441286**
Originator: **Dana Rodgers**
NMLSR ID: **360867**



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HELOC Deed of Trust - WA
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* M C M O R T D O T *
(page 12 of 12 pages)

EXHIBIT A

Lots 2 and 3, Block 14, "QUEEN ANNE ADDITION TO THE CITY OF ANACORTES", as per plat recorded in Volume 2 of Plats, page 39, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

END OF EXHIBIT A

Loan #: 2597113400

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **5th** day of **November, 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 Credit Agreement to **Chevron Federal Credit Union** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1415 15th Street, Anacortes, WA 98221
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow



(page 1 of 4 pages)

any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers To Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time



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HELOC MULTISTATE 1-4 Family Rider
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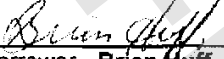
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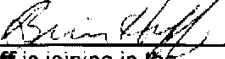
when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.


Borrower - **Brian Huff**, Trustee of
the **Brian Huff Trust** under trust
instrument dated **August 10, 2009**

(Seal)


Brian Huff is joining in the
execution of this Security Instrument
solely for the purpose of consenting
to the encumbrance of, and to waive
any rights of ownership in, the
described Property

(Seal)




HELOC MULTISTATE 1-4 Family Rider
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(page 3 of 4 pages)

BY SIGNING BELOW, the undersigned, Settlor(s) of the **Brian Huff Trust** created under trust instrument dated **August 10, 2009**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

 (Seal)
Brian Huff, Trust Settlor

Origination Company: **Chevron Federal Credit Union**
NMLSR ID: **441286**
Originator: **Dana Rodgers**
NMLSR ID: **360867**



HELOC MULTISTATE 1-4 Family Rider
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(page 4 of 4 pages)

EXHIBIT A

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF



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★ M C M O R T D O T ★

Loan Originator Organization: Chevron Federal Credit Union, NMLSR ID: 441286
Individual Loan Originator's Name: Dana Rodgers, NMLSR ID: 360867
Loan No.: 2597113400

**Chevron Federal Credit Union
HOME EQUITY LINE OF CREDIT
VARIABLE-RATE RIDER TO DEED OF TRUST**

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE.

In this Rider to Deed of Trust ("Rider"), the words "I," "me," and "my" mean each and all of those who sign the Home Equity Line of Credit Open-End Variable Rate Note and Federal Disclosure Statement for Loans Secured by Real Estate (herein "Note"). The words "you," "your," and "yours" mean **Chevron Federal Credit Union**.

Payment: I promise to repay you at your office or to your order, in United States Dollars, the Account Balance on the terms and at the rates set forth in the Note. Payments will continue until I have paid the Account Balance in full.

Discounted Periodic Rate: If the "Discounted Periodic Rate" check box is "checked" in the Note, the initial daily periodic rate used in calculating the FINANCE CHARGE is the Discounted Daily Periodic Rate set forth in the Note (the initial ANNUAL PERCENTAGE RATE is the Discounted Initial ANNUAL PERCENTAGE RATE set forth in the Note). The Discounted Initial ANNUAL PERCENTAGE RATE will remain in effect until the "Initial Discount Period Expires Date" set forth in the Note. The non-discounted initial daily periodic rate that would have been used in calculating the FINANCE CHARGE applying the formula set forth below ("my ANNUAL PERCENTAGE RATE is determined by") would have been the Initial Daily Periodic Rate set forth in the Note (a corresponding Initial ANNUAL PERCENTAGE RATE as set forth in the Note).

Periodic Rate: If the "Periodic Rate" check box is "checked" in the Note, the Initial Daily Periodic Rate used in calculating the FINANCE CHARGE is set forth in the Note (the Initial ANNUAL PERCENTAGE RATE is set forth in the Note).

The daily periodic rate is determined by dividing the ANNUAL PERCENTAGE RATE by 365 and will change when the ANNUAL PERCENTAGE RATE changes.

The ANNUAL PERCENTAGE RATE imposed under the Note does not include costs other than interest.

When FINANCE CHARGE Is Imposed: The FINANCE CHARGE begins on the date each Account Advance, Collection-Related Charge, or Fee is posted to my Account.

How To Determine The Balance Upon Which My FINANCE CHARGE Is Computed: You will figure the daily FINANCE CHARGE on my Account by applying the Daily Periodic Rate to the Unpaid Balance. To get the Unpaid Balance, you will take the ending Unpaid Balance of my Account each day, add any new



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Page 1 of 3

Account Advances, new Fees, and new Collection-Related Charges (if any), and subtract any payments or credits.

How You Determine My Total Periodic FINANCE CHARGE: Each month, you will multiply the Unpaid Balance by the applicable Daily Periodic Rate (in effect at the time) and multiply that result by the number of days in the billing cycle. When Account Advances, Collection-Related Charges, or Fees are added to the Unpaid Balance, the FINANCE CHARGE is computed on the Account Advance, Collection-Related Charge, or Fee (as applicable) from the date of the Account Advance or the incurrence of the Collection-Related Charge or Fee to the date of the end of the billing cycle. This determines my total periodic FINANCE CHARGE for the billing cycle. Actual FINANCE CHARGES are shown on periodic statements delivered to me.

How you Determine Changes in My ANNUAL PERCENTAGE RATE: Following the Initial Discount Period Expires Date (if applicable) or if my Initial Annual Percentage Rate is not discounted, the ANNUAL PERCENTAGE RATE may increase or decrease on a monthly basis during the term of this Note. Any such change will be based upon an increase or decrease in the "Index." The "Index" is the "Prime Rate" as published in the "Money Rates" section of the print edition of the Wall Street Journal. In the event the Prime Rate ceases to be published, changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index as permitted under the Change of Terms paragraph set forth below.

The Initial ANNUAL PERCENTAGE RATE may be "discounted." If the Initial ANNUAL PERCENTAGE RATE is "discounted," it will not be based upon the Index and the Margin used to make later adjustments and will be in effect until the Initial Discount Period Expires Date set forth in the Note. Following the Initial Discount Period Expires Date (if applicable) or if my Initial ANNUAL PERCENTAGE RATE is not discounted, my ANNUAL PERCENTAGE RATE is determined by adding the "Margin" set forth in the Note to the Index in effect as of each Adjustment Date. The Index in effect as of the date of the Note (the "Current Index") is set forth in the Note. You may waive an increase in the ANNUAL PERCENTAGE RATE when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

Following the Initial Discount Period Expires Date (if applicable) or if my Initial Annual Percentage Rate is not discounted, my ANNUAL PERCENTAGE RATE is subject to change on the eleventh (11th) day of each month. These dates shall be known as "Adjustment Dates." The "Index" quoted in the print edition of the Wall Street Journal 45 days prior to the Adjustment Date shall be used to calculate the ANNUAL PERCENTAGE RATE change effective on the Adjustment Date. The maximum ANNUAL PERCENTAGE RATE during the term of the Note is 18.00%, except that the maximum may not exceed the maximum ANNUAL PERCENTAGE RATE permitted federal credit unions at the time of each Adjustment Date. Following the Initial Discount Period Expires Date (if applicable), the minimum ANNUAL PERCENTAGE RATE during the term of this Note is set forth in the Note. Except as set forth above, there are no limits on changes in the ANNUAL PERCENTAGE RATE during the term of the Note. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Note are mandatory. Increases in the ANNUAL PERCENTAGE RATE in accordance with the terms of the Note are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE will result in changes in the amount of payments required to repay the Account Balance.

Mutual Modification: You and I may mutually agree in writing to modify the Note, as permitted by law.



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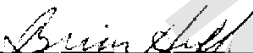
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Page 2 of 3

including, but not limited to, an extension of the Draw and/or Repayment Period(s). I understand that if I enter into a Mutual Modification Agreement with you, I will continue to be subject to the terms and conditions set forth herein, except where specifically modified by the Mutual Modification Agreement.

Change of Terms: You may change the terms of the Note as follows: (1) if such change is specifically authorized in the Note; (2) where the Index is no longer available, as permitted by law and/or regulation; (3) where the change will benefit me throughout the remaining term of the Note; (4) where the change is "insignificant;" or (5) as otherwise permitted by law and/or regulation. You will notify me of such a change by mailing a notice of the change to me at my last known address. I also understand that any such notice will be mailed at least fifteen (15) days prior to the effective date of the change or as required by federal or other law. Notice of Change in Terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing by me.

This Rider contains only those terms of the Note relating to Annual Percentage Rate changes. See the Note and the Deed of Trust for complete terms.

 (Seal)
Borrower - **Brian Huff**, Trustee of
the **Brian Huff Trust** under trust
instrument dated **August 10, 2009**

 (Seal)
Brian Huff is joining in the
execution of this Security Instrument
solely for the purpose of consenting
to the encumbrance of, and to waive
any rights of ownership in, the
described Property



Loan #: 2597113400

INTER VIVOS REVOCABLE TRUST RIDER**DEFINITIONS USED IN THIS RIDER**

- (A) "Revocable Trust." The **Brian Huff Trust** created under trust instrument dated **August 10, 2009**.
- (B) "Revocable Trust Trustee(s)." **Brian Huff** trustee(s) of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." **Brian Huff** settlor(s) of the Revocable Trust signing below.
- (D) "Lender." **Chevron Federal Credit Union**.
- (E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date made by the revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).
- (F) "Property." The property described in the Security Instrument and located at:

1415 15th Street, Anacortes, WA 98221
(Property Address)

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this **5th** day of **November, 2021**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST**1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S)**

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable Trust is validly created under the laws of the State of **California**; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of **Washington**; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on



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Page 1 of 4



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behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or together disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST

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

Transfer of the Property or a Beneficial Interest in Revocable Trust.

If, without the Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.



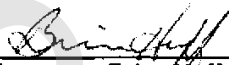
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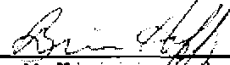


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BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.



(Seal)
Borrower - **Brian Huff**, Trustee of
the **Brian Huff Trust** under trust
instrument dated **August 10, 2009**



(Seal)
Brian Huff is joining in the
execution of this Security Instrument
solely for the purpose of consenting
to the encumbrance of, and to waive
any rights of ownership in, the
described Property



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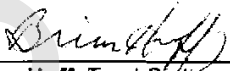
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Page 3 of 4



* M C T R U S T R D R *

BY SIGNING BELOW, the undersigned, Settlor(s) of the **Brian Huff Trust** created under trust instrument dated **August 10, 2009**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.



Brian Huff, Trust Settlor (Seal)

Origination Company: **Chevron Federal Credit Union**
NMLSR ID: **441286**
Originator: **Dana Rodgers**
NMLSR ID: **360867**



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