



707852

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

Document Title: Deed of Trust

Grantor(s): Benjamin Douglas Davidson & Erin A Davidson

Grantee(s): Third Federal Savings and Loan

Assessor's Property Tax Parcel or Account Number: P111125

ABBREVIATED LEGAL DESCRIPTION: LOTS 14 & 15, BLK 11,
RESERVE ADDITION TO THE TOWN OF MONTBORNE,
PLATS V 2, PG 59.

[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: February 3, 2022.

The parties and their addresses are:

GRANTOR: Benjamin Douglas Davidson and Erin A Davidson, Married To Each Other; 23935 N West View Rd, Mount Vernon, WA 98274-8128

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

Trustee: Chicago Title Insurance Company, a Nebraska corporation

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

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

The property is located in **SKAGIT** County at **23935 N West View Rd , MOUNT VERNON, Washington 98274-8128**.

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 \$100,000.00. 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 Benjamin Douglas Davidson and Erin A Davidson in favor of Lender dated 02/03/22 in the Principal Amount of \$100,000.00 and with a Maturity Date of 02/03/52.**

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.



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.

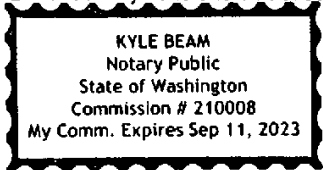
Benjamin Douglas Davidson 2/3/22 (Date) Erin A Davidson 2/3/22 (Date)

STATE OF WASHINGTON, County of SKAGIT

On this day personally appeared before me Benjamin Douglas Davidson and Erin A Davidson

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 3 day of Feb. 2022



Notary Public in and for the State of Washington, residing at SKAGIT My commission expires on: 9-11-23

Loan Origination Organization: Third Federal Savings and Loan Association of Cleveland, NMLS ID: 449401

Loan originator: Christian Martinez, NMLS ID: 1543721

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

Borrower Name: Benjamin Douglas Davidson & Erin A Davidson
Property Address: 23935 N West View Rd, Mount Vernon, WA, 98274-8128
Parcel ID: P111125 / Group ID: / Property Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: PARCEL A: LOTS 14 AND 15, BLOCK 11, PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF ADJOINING WALKER STREET WHICH, IF VACATED BY OPERATION OF LAW, WOULD ATTACH THERETO; TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT OF WAY COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY (AND ORIGINALLY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY), LYING EASTERLY OF THE CENTERLINE OF SAID RIGHT OF WAY AND BETWEEN THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 14, BLOCK 11, AND THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 16, BLOCK 11, AS SAID LINES ARE DELINEATED ON THE PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON. PARCEL B: A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THAT PORTION OF SAID PARCEL 2 LYING WITHIN A STRIP OF LAND 20 FEET WIDE BEING 10 FEET EACH SIDE OF THE CENTERLINE OF AN EXISTING DRIVEWAY, AS NOW CONSTRUCTED, RUNNING IN A GENERALLY EASTERLY DIRECTION ACROSS THE SOUTHEASTERLY PORTIONS OF LOTS 16 AND 17, BLOCK 11, PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF ADJOINING WALKER STREET WHICH, IF VACATED BY OPERATION OF LAW, WOULD ATTACH THERETO; TOGETHER WITH, THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT OF WAY COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY (AND ORIGINALLY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY), LYING EASTERLY OF THE CENTERLINE OF SAID RIGHT OF WAY AND BETWEEN THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 16, BLOCK 11, AND THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF WALKER STREET, AS SAID LINES ARE DELINEATED ON THE PLAT OF RESERVE TO THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL DESCRIPTION: LTS 14 AND 15, BLK 11, RESERVE ADDITION TO THE TOWN OF MONTBORNE, PLATS V 2, PG 59.

Being previously conveyed by Quitclaim Deed from BEN DAVIDSON, ALSO KNOWN AS BENJAMIN DOUGLAS DAVIDSON, WHO ACQUIRED TITLE AS AN UNMARRIED INDIVIDUAL, AS HIS SEPARATE ESTATE AND ERIN A. DAVIDSON, FORMERLY KNOWN AS ERIN A. COLLINS, WHO ACQUIRED TITLE AS AN UNMARRIED INDIVIDUAL, AS HER SEPARATE ESTATE to BENJAMIN DOUGLAS DAVIDSON AND ERIN A. DAVIDSON, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, dated 04/27/2020, and recorded on 11/12/2020, at document reference 20201120189 in SKAGIT County, Washington.

Initials:

EAD
BD

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