

AFFIDAVIT

APN # P120245  
PREPARED BY AND RETURN TO:  
US BANK HOME MORTGAGE  
ATTN: Lisa Mitchem  
221 W CHERRY ST  
NEVADA, MO 64772

Loan# 2300688668  
Property Address: 5114 Maritime Lane, Anacortes, WA 98221  
Date Prepared – 02/23/2022

Before me, **Amber Schluckebier, a Notary Public**, on **23rd day of February, 2022** appeared the undersigned **Christina McAllister , Vice President** who being duly sworn deposes and states under oath as follows:

1. I am over the age of 18 and suffer no legal disabilities. I am an officer of U.S Bank N.A. I have personal knowledge of the facts contained here in and they are true and correct.
2. The firm of **U.S. Bank National Association, Grantee**, closed a transaction for **Denise C. Waller and Peter S. Waller, Grantor**. As part of the closing of this transaction, a Deed of Trust was recorded. For reasons unknown, said Deed of Trust was recorded without the **Planned Unit Development rider** on document recorded at **Document Number 202103190026 Book n/a & Page n/a on March 19, 2021 in Skagit County, IL**
3. This affidavit is made to **add Planned Unit Development Rider** and to serve as notice to all subsequent purchasers, attorneys, and title insurance companies of the aforementioned and may be relied upon.
4. Abbreviated Legal : Lot 22, "Spinnaker Cove Addition to the City of Anacortes," auditor's file no. 200304100183, Skagit County, WA.  
\*\*\*SEE LEGAL DESCRIPTION ATTACHED\*\*\*

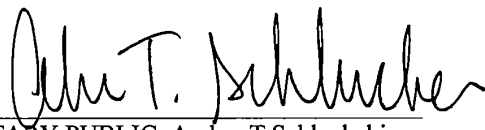
State of Missouri  
County of Vernon

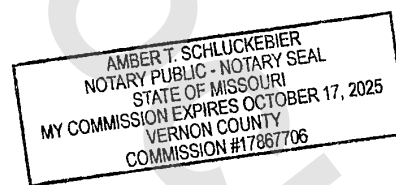
**On this** 23rd day of February in the year of 2022 before me Amber T. Schluckebier, a notary public personally appeared Christina McAllister as Vice President for U.S. Bank National Association known to me to be the person whose name is/are subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

U.S. Bank National Association

  
Christina McAllister, Vice-President

  
NOTARY PUBLIC—Amber T. Schluckebier  
My Commission expires October 17, 2025



## Planned Unit Development Rider

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of March, 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 U.S. Bank National Association (the "*Lender*") of the same date and covering the Property described in the Security Instrument and located at: 5114 Maritime Lane, Anacortes, WA 98221 [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 Covenants, Conditions, and Restrictions (the "*Declaration*"). The Property is a part of a planned unit development known as Spinaker Cove [Name of Planned Unit Development] ("*the PUD*"). 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 Covenant.** 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

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MULTISTATE PUD RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM  
INSTRUMENT  
Wolters Kluwer Financial Services, Inc.

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are hereby assigned and shall 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.

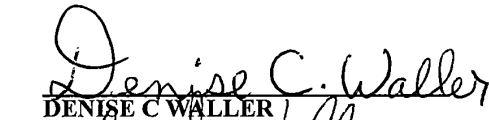

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby 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.

**Borrower**

  
DENISE C WALLER  
  
PETER S WALLER

2300688668

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM  
INSTRUMENT  
Wollers Kluwer Financial Services, Inc.

2022012421.2.0.4024-J20210828Y

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EXHIBIT 'A'  
LEGAL DESCRIPTION

Lot 22, "Spinnaker Cove Addition to the City of Anacortes," as per plat recorded on April 10, 2003 under auditor's file no. 200304100183, records of Skagit County, Washington. Abbreviated Legal : Lot 22, "Spinnaker Cove Addition to the City of Anacortes," auditor's file no. 200304100183, Skagit County, WA.