

Return To:
CMG Mortgage, Inc. dba CMG Financial
3160 Crow Canyon Road, Suite 400
San Ramon, CA 94583

This instrument was prepared by:
CMG Mortgage, Inc. dba CMG Financial
3160 Crow Canyon Road, Suite 400
San Ramon, CA 94583
800-501-2001

Assessor's Parcel or Account Number: P113588 / 4718-000-010-0000

Abbreviated Legal Description: Lot 10-A, Replat of Lot 10, Gibraltar Heights
(Include lot, block and plat or section, township and range)

Full Legal Description located on page Attached Exhibit "A"

Trustee: LAND TITLE AND ESCROW COMPANY

Additional Grantees located on page _____

Loan Number: RNW0000011608

(Space Above This Line For Recording Data) _____

205989-LT
LAND TITLE

DEED OF TRUST

(Line of Credit Trust Deed)

MIN: 100072450006169377
SIS Telephone #: (888) 679-MERS

DEFINITIONS

(A) "Security Instrument" means this document, which is dated June 27, 2022, together with all riders to this document.

(B) "Borrower" is Clyde Henry Kelly Jr. and Debra Lynn Kelly, as Trustees of the Kelly Living Trust dated October 11, 2010. Borrower is the trustor under this Security Instrument.

(C) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Secured Indebtedness, and attached a MERS Rider to this Security Instrument, to be executed by

WASHINGTON HELOC Deed of Trust with MERS Rider

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IDS, Inc. - 54558

Borrower(s) Initials CHK DAK



Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(D) "Lender" is **CMG Mortgage, Inc. dba CMG Financial**, organized and existing under the laws of **CALIFORNIA**. Lender's address is **3160 Crow Canyon Road, Suite 400, San Ramon, CALIFORNIA 94583**. Lender is the beneficiary under this Security Instrument.

(E) "Trustee" is **LAND TITLE AND ESCROW COMPANY**.

(F) "Secured Indebtedness" means:

- (1) The debt, interest, finance charges, and other fees and charges incurred under the terms of the Home Equity Line of Credit Agreement and Disclosure Statement ("HELOC") dated **June 27, 2022**; the HELOC matures on **July 21, 2052**.
- (2) Any advance made to Borrower or obligation incurred by Borrower pursuant to any contract or evidence of indebtedness benefiting Lender, regardless of whether such advance has been made or such obligation has been incurred in whole or in part as of the date of this Security Instrument.
- (3) Any sum paid and expense incurred by Lender under the terms of this Security Instrument.

(G) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is **\$540,000.00**. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under this Security Instrument. The Credit Limit also 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.

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

(I) "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):

- ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ 1-4 Family Rider
☒ Other(s) (Specify) **MERS Rider; Inter Vivos Revocable Trust Rider, Revocable Trust Rider Acknowledgment**

(J) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as applicable final, non-appealable judicial opinions.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Secured Indebtedness, and all renewals, extensions, and modifications of the Secured Indebtedness; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the HELOC. 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 for all purposes

which has the address of: **6807 GIBRALTER PLACE A
Anacortes, WASHINGTON 98221**

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."



BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and shall defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ADVANCES

Any advances made under the HELOC may be made, repaid, and remade from time to time, subject to the limitations of the HELOC. Regardless of whether the Secured Indebtedness is reduced to a zero balance, this Security Instrument shall remain in effect until released or reconveyed.

Any advances made in excess of the Credit Limit shall not be secured by this Security Instrument unless (i) Lender agrees to increase the Credit Limit and complies with any subsequent disclosure, rescission, and other requirements under Applicable Law and (ii) Borrower agrees to execute any documents Lender requires to evidence and secure the increase in the Credit Limit. Lender shall not be obligated in any way under this Security Instrument to increase the Credit Limit or to make additional or future loans or advances in any amount.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Secured Indebtedness; Performance of Obligations. Borrower shall pay when due the Secured Indebtedness and shall perform all of Borrower's obligations under the HELOC and this Security Instrument.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Security Instrument, including leasehold payments or ground rents on the Property, and the dues, fees, and assessments of a condominium association, homeowners association, or similar organization.

Borrower shall make all payments and comply with all covenants as required by any mortgage, deed of trust, security agreement, or other lien document evidencing a lien that is prior to this Security Instrument. Borrower shall not modify, extend, or increase the amount secured by such prior lien document without Lender's written consent.

Upon demand Borrower shall furnish to Lender satisfactory evidence of payment of such taxes, assessments, charges, fines, impositions, and prior liens.

Borrower shall promptly discharge any lien not approved by Lender that has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings that in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that 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 or take one or more of the actions set forth above in this Section 2.

3. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, hazards included within the term "extended coverage," flood, and any other hazards including without limitation earthquakes, for which Lender requires insurance. This insurance shall be maintained in the



amounts (including deductible levels) and for the periods that Lender requires. What Lender requires may change during the term of the HELOC. Borrower may obtain such insurance from the insurance carrier of Borrower's choice, subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability, and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Indebtedness with the excess paid to Borrower.

4. Preservation, Maintenance, and Protection of the Property; Occupancy and Use of the Property; and Inspection. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower shall not be relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower shall not materially change the present occupancy and use of the Property without Lender's written consent. Borrower shall not use the Property in an illegal manner or for any illegal use such as would subject the Property to seizure.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

5. 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, 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. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien that 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. 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.

Any amounts disbursed by Lender under this Section 5 shall be Secured Indebtedness and shall be payable according to the terms of the HELOC.

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. If the Property is located in a condominium project or a planned unit development, Borrower shall perform all of Borrower's obligations under the covenants, by-laws, or regulations of the condominium project or planned unit development.

6. Condemnation. Borrower shall give Lender prompt notice of any condemnation or eminent domain proceeding or action pending or threatened against the Property and authorizes Lender to intervene in Borrower's name in any such proceeding or action. Borrower assigns to Lender any money awarded to Borrower pursuant to such proceeding or action, and such money shall be applied to the Secured Indebtedness with the excess paid to Borrower.

7. Loan Charges. If the HELOC is subject to a law that sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the HELOC exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower that exceeded permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the HELOC or by making a direct payment to Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge.

8. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower shall be deemed to have been given to Borrower when mailed by first class mail 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. The notice address shall be the Property Address unless Borrower has designated a substitute notice address. Borrower shall promptly notify Lender of Borrower's change of address. 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 by first class mail to Lender's address stated herein unless Lender has designated another address. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.

9. 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. In the event that any provision or clause of this Security Instrument or the HELOC conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the HELOC that can be given effect without the conflicting provision.

10. 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 Borrower who co-signs this Security Instrument but does not execute the HELOC (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 may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the HELOC without the co-signer's consent.

Subject to the provisions of Section 11, any successor to the interests 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 and benefit the successors and assigns of Lender.

11. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 11, "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 without Lender's prior written consent, Lender may require immediate payment in full of the Secured Indebtedness.

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 within which Borrower must pay the Secured Indebtedness in full. If Borrower fails to pay the Secured Indebtedness in full prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. Hazardous Substances. As used in this Section 12: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, or allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) that creates an Environmental Condition, or (c) that, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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.

Borrower promptly shall give Lender written notice of (a) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

13. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Borrower shall not be required to pay in escrow to Lender funds for taxes, insurance, and other assessments.



14. Default. Borrower shall be in default under the HELOC and this Security Instrument if without limitation any of the following occur: (a) Borrower engaged or engages in fraud or material misrepresentation in connection with any aspect of the HELOC or this Security Instrument; (b) Borrower does not meet repayment terms under the HELOC; (c) Borrower's action or inaction adversely affects the collateral for the HELOC or Lender's rights in the collateral including without limitation: (i) Borrower's failure to maintain the insurance required under Section 3 of this Security Instrument; (ii) Borrower's transfer of the Property as provided in Section 11 of this Security Instrument; (iii) Borrower's failure to maintain the Property or use of the Property in a destructive manner; (iv) Borrower's commission of waste of the Property; (v) Borrower's failure to pay taxes due on the Property or Borrower's failure to act such that a lien superior to Lender's lien is filed against the Property; (vi) the death of all Borrowers; (vii) the Property is taken by condemnation or eminent domain; (viii) a judgment is filed against Borrower that subjects the Property to action that adversely affects Lender's interest in the Property; (ix) the creation of a lien on the Property without Lender's permission; or (x) a superior lien holder forecloses on the Property such that Lender's interest in the Property is adversely affected.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

15. Acceleration; Remedies. Except as may be prohibited by Applicable Law, and subject to any advance notice and cure period if required by Applicable Law, if any event or condition described in Section 14 occurs, the Trustee may foreclose upon this Deed of Trust by notice and sale or Lender may foreclose judicially, in either case in accordance with and to the extent provided by law. Lender may bid at any public sale on all or any portion of the property. In addition, Lender or the Trustee may, in accordance with Applicable Law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. Borrower agrees that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure or public sale. In addition, Lender shall be entitled to collect all reasonable fees and costs actually incurred by Lender in proceeding to foreclosure or to public sale, including, but not limited to, trustee's fees, reasonable attorneys' fees (whether or not there is a judicial proceeding) and costs of documentary evidence, abstracts and title reports.

If Borrower is in default, Lender may elect not to accelerate the Secured Indebtedness but instead may refuse to make additional advances or reduce the Credit Limit. Even if Lender elects not to exercise any remedy under this Security Instrument, Lender does not forfeit or waive Lender's right to do so at a later time or to do so if Borrower is in default again.

16. Reconveyance. Upon payment of all sums secured by this Deed of Trust and provided Lender's obligation to make further advances under the Note has terminated, the Trustee shall discharge this Deed of Trust without charge to Borrower, except that Borrower shall pay any fees for recording of a reconveyance of this Deed of Trust.

17. Substitute Trustee. Lender may, from time to time, appoint a successor trustee by an instrument executed and acknowledged by Lender and recorded in the county in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder.

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

19. No Claim of Credit for Taxes. Borrower shall not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments, or charges. Borrower shall not claim any deduction from the taxable value of the Property by reason of this Security Instrument.



20. Waivers. To the extent permitted by Applicable Law, Borrower waives and releases any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

21. Severability. If any provision in this Deed of Trust is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

22. Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other estate or interest in the Premises at any time held by Lender or for Lender's benefit without Lender's written consent.


23. 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, to the extent not prohibited by Applicable Law, incurred by Lender in any bankruptcy proceeding or on appeal.

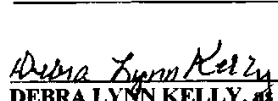
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.



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. Borrower also acknowledges receipt of a copy of this Security Instrument.

Witnesses:

-Witness

(Seal)
CLYDE HENRY KELLY JR., as Trustee of The Kelly Living Trust under trust instrument dated October 11, 2010
-Individual

-Witness

(Seal)
DEBRA LYNN KELLY, as Trustee of The Kelly Living Trust under trust instrument dated October 11, 2010
-Individual

By SIGNING BELOW, the undersigned, Settlor(s) of the **The Kelly Living Trust** under trust instrument dated **October 11, 2010** for the benefit of **CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY** acknowledges all of the terms and covenants contained in this Security Instrument and any Rider(s) thereto and agrees to be bound thereby.

(Seal)
CLYDE HENRY KELLY JR.
-Revocable Trust Settlor

(Seal)
DEBRA LYNN KELLY
-Revocable Trust Settlor

State of **WASHINGTON**
County of **Skagit**

This record was acknowledged before me on Patricia C. Fakkema 10/28/22
by **CLYDE HENRY KELLY JR. The Kelly Living Trust dated 10/11/2010 for the benefit of CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY., DEBRA LYNN KELLY The Kelly Living Trust dated 10/11/2010 for the benefit of CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY., CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY**

(Stamp)



(Seal)
(Signature of notary public)
Notary
(Title of office)
My commission expires: **1/12/2023**

WASHINGTON HELOC Deed of Trust with MERS Rider

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IDS, Inc. - 54558



Loan originator (Organization): **CMG Mortgage, Inc. dba CMG Financial**; NMLS #: **1820**
Loan originator (Individual): **Jeffrey John Haag**; NMLS #: **193039**

WASHINGTON HELOC Deed of Trust with MERS Rider

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IDS, Inc. - 54558



Loan Number: RNW0000011608
MIN: 100072450006169377

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER
(MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **27th day of June, 2022**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **CMG Mortgage, Inc. dba CMG Financial** ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

6807 GIBRALTER PLACE A
Anacortes, WASHINGTON 98221
☐ Property Address ☐

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is **CMG Mortgage, Inc. dba CMG Financial** organized and existing under the laws of **CALIFORNIA**. Lender's address is **3160 Crow Canyon Road, Suite 400, San Ramon, CALIFORNIA 94583**. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any

HELOC MERS RIDER - WASHINGTON

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05/2014

IDS, Inc. - 54570

Borrower(s) Initials GBL BXX



successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.

B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Secured Indebtedness, and all renewals, extensions, and modifications of the Secured Indebtedness; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the HELOC. 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 for all purposes

which currently has the address of **6807 GIBRALTER PLACE A**
Anacortes, WASHINGTON 98221 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

C. NOTICES

Section 8 of the Security Instrument is amended to read as follows:

8. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower shall be deemed to have been given to Borrower when mailed by first class mail 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. The notice address shall be the Property Address unless Borrower has designated a substitute notice address. Borrower shall promptly notify Lender of Borrower's change of address. There may be only one designated notice address under this Security

HELOC MERS RIDER - WASHINGTON

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Borrower(s) Initials

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Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.

D. SUBSTITUTE TRUSTEE


Section 17 of the Security Instrument is amended to read as follows:

17. Substitute Trustee. In accordance with Applicable Law, Lender or MERS may, from time to time, appoint a successor trustee by an instrument executed and acknowledged by Lender or MERS and recorded in the county in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder.

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

 (Seal)
CLYDE HENRY KELLY JR., as Trustee of
The Kelly Living Trust under trust instrument
dated October 11, 2010

-Individual

 (Seal)
DEBRA LYNN KELLY, as Trustee of The
Kelly Living Trust under trust instrument
dated October 11, 2010

-Individual

By SIGNING BELOW, the undersigned, Settlor(s) of the The Kelly Living Trust under trust instrument dated October 11, 2010 for the benefit of CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY acknowledges all of the terms and covenants contained in this Security Instrument and any Rider(s) thereto and agrees to be bound thereby.

 (Seal)
CLYDE HENRY KELLY JR.
-Revocable Trust Settlor

 (Seal)
DEBRA LYNN KELLY
-Revocable Trust Settlor



Loan Number: RNW0000011608

INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER.

- (A) "Revocable Trust." The **The Kelly Living Trust** created under trust instrument dated **October 11, 2010**, for the benefit of **CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY**.
- (B) "Revocable Trust Trustee(s)." **CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY**, trustee(s) of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." **CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY**, settlor(s), grantor(s), or trustor(s) of the Revocable Trust.
- (D) "Lender." **CMG Mortgage, Inc. dba CMG Financial**.
- (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 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:

**6807 GIBRALTER PLACE A
Anacortes, WA 98221
(Property Address)**

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this **27th day of June, 2022**, 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 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 Lender that (i) the Revocable Trust is validly created under the laws of the State of **WASHINGTON**; (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

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

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Borrower(s) Initials

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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 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 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 other 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 "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by 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.

The Transfer of the Property or a Beneficial Interest in Borrower Covenant of the Security Instrument is amended to read as follows:




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


If, without 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, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender exercises this option, 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 given in accordance with the Notice Section within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

 (Seal)
CLYDE HENRY KELLY JR., as Trustee of
The Kelly Living Trust under trust instrument
dated October 11, 2010

-Individual

 (Seal)
DEBRA LYNN KELLY, as Trustee of The
Kelly Living Trust under trust instrument
dated October 11, 2010

-Individual

By SIGNING BELOW, the undersigned, Settlor(s) of the **The Kelly Living Trust** under trust instrument dated **October 11, 2010**, for the benefit of **CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY** acknowledges all of the terms and covenants contained in this Security Instrument and any Rider(s) thereto and agrees to be bound thereby.

 (Seal)
CLYDE HENRY KELLY JR.
 -Revocable Trust Settlor

 (Seal)
DEBRA LYNN KELLY
 -Revocable Trust Settlor



Loan Number: RNW0000011608

**INTER VIVOS REVOCABLE TRUST RIDER
SETTLOR ACKNOWLEDGEMENT**

BY SIGNING BELOW, the undersigned, Grantor(s) of **The Kelly Living Trust**, under trust instrument dated **October 11, 2010**, for the benefit of **CLYDE HENRY KELLY JR. and DEBRA LYNN KELLY**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.


CLYDE HENRY KELLY JR.
(Seal)
-Trust Grantor


DEBRA LYNN KELLY
-Trust Grantor

MULTISTATE INTER VIVOS REVOCABLE TRUST SETTLOR ACKNOWLEDGEMENT

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel Number: 4718-000-010-0000/P113588

Lot 10-A Replat of Lot 10, GIBRALTER HEIGHTS, as per plat recorded in Volume 17 of Plats, pages 12, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.