

After Recording Return To:
Discover Fulfillment Center
6000 Freedom SQ, # 300
Independence, OH 44131
1-800-973-5054

Assessor's Parcel or Account Number: 6058-000-027-0000

Abbreviated Legal Description: LOT 27, PLAT OF RIVERS EDGE.

[Include lot, block and plat or section, township and range]

Full legal description located on page 1 or 2.

Trustee: T.D. Escrow Services Inc. DBA T.D. Service Company

[Space Above This Line For Recording Data]

7201910-05

DEED OF TRUST

Vasilchek
Loan #: 1013031562
PIN: 6058-000-027-0000

THIS DEED OF TRUST is made this 5th day of November, 2022, among the Grantor, NICHOLAS R. VASILCHEK AND KATHERINE K. VASILCHEK, A MARRIED COUPLE (herein "Borrower"), T.D. Escrow Services Inc. DBA T.D. Service Company (herein "Trustee"), and the Beneficiary, Discover Bank, organized and existing under the laws of Delaware, whose address is 502 E. Market St., Greenwood, DE 19950 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skagit, State of Washington:

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THERON, LYING IN BURLINGTON, SKAGIT COUNTY, WA TO WIT:

LOT 27, PLAT OF RIVERS EDGE, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 24, 2018 UNDER AUDITORS FILE NO. 201808240048, RECORDS OF SKAGIT COUNTY, WASHINGTON.

1. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY,

RECORDING DATE: OCTOBER 2, 1987

RECORDING NO.: 8710020014

MATTERS SHOWN: ENCROACHMENTS OF FENCES ONTO SAID PREMISES BY VARYING AMOUNTS

2. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR

WASHINGTON - SECOND DEED OF TRUST - 03/18

Initials: KKV NRU

1013031562

ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY
SURVEY,

RECORDING DATE: APRIL 25, 1990

RECORDING NO.: 9004250019

MATTERS SHOWN: POSSIBLE ENCROACHMENT OF A FENCE
ONTO A PORTION OF SAID PREMISES

3. ANNEXATION ORDINANCE NO. 1392 INCLUDING THE TERMS,
COVENANTS AND PROVISIONS THEREOF

RECORDING DATE: OCTOBER 31, 2000

RECORDING NO.: 200010310020

4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND
RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: HANSELL HOMES, INC.

PURPOSE: STORMWATER, SEWER AND DRAINAGE
CONSTRUCTION

RECORDING DATE: JUNE 22, 1999

RECORDING NO.: 199909220102

AFFECTS: PORTION OF SAID PLAT

5. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR
ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY
SURVEY,

RECORDING DATE: AUGUST 21, 2000

RECORDING NO.: 200008210119

MATTERS SHOWN: ENCROACHMENT OF A FENCE ONTO A
PORTION OF SAID PLAT

6. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR
ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY
SURVEY,

RECORDING DATE: DECEMBER 12, 2014

RECORDING NO.: 201412120041

MATTERS SHOWN: ENCROACHMENT OF SHEDS

7. ANNEXATION ORDINANCE NO. 1818 INCLUDING THE TERMS,
COVENANTS AND PROVISIONS THEREOF

RECORDING DATE: JANUARY 6, 2016

RECORDING NO.: 201601060065

8. BOUNDARY LINE ADJUSTMENT INCLUDING THE TERMS,
COVENANTS AND PROVISIONS THEREOF

RECORDING DATE: OCTOBER 23, 2015

RECORDING NO.: 201510130001

AND RE-RECORDING DATE: OCTOBER 23, 2015

AND RE-RECORDING NO.: 201510230066

REASON: TO CORRECT LEGAL

9. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR
ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY
SURVEY,

RECORDING DATE: FEBRUARY 4, 2016

RECORDING NO.: 201602040006

WASHINGTON - SECOND DEED OF TRUST - 03/18

Initials: KKV . NRV

1013031562

MATTERS SHOWN: ENCROACHMENT OF A DRAINFIELD AND
FENCE ONTO A PORTION OF SAID PLAT
10. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND
RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND ENERGY, INC.
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE
RECORDING DATE: JANUARY 24, 2018
RECORDING NO.: 201801240038
AFFECTS: SAID PREMISES
11. SKAGIT COUNTY RIGHT TO MANAGE NATURAL RESOURCE
LANDS DISCLOSURE;
RECORDING DATE: FEBRUARY 28, 2017
RECORDING NO.: 201702280208
AND RE-RECORDING DATE: APRIL 10, 2018
AND RE-RECORDING NO.: 201804100024
REASON: TO CORRECT LEGAL DESCRIPTION
12. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS,
RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS,
DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS,
AND OTHER MATTERS, IF ANY, BUT OMITTING
ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT
NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION,
SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL
STATUS, DISABILITY, HANDICAP, NATIONAL
ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN
APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT
THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY
APPLICABLE LAW, AS SET FORTH ON PLAT OF
RIVERS EDGE:
RECORDING NO: 201808240048
NOTICE OF CORRECTION RECORDED FEBRUARY 15, 2019 UNDER
RECORDING NO. 201902150020.
13. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY,
INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE,
COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL
STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL
ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER
IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR
GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR
FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT
OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET
FORTH IN THE DOCUMENT
RECORDING DATE: NOVEMBER 2, 2018
RECORDING NO.: 201811020006
AND RE-RECORDING DATE: OCTOBER 8, 2019
AND RE-RECORDING NO.: 201910080019

WASHINGTON - SECOND DEED OF TRUST - 03/18

(X) 514.26

Page 3 of 10

Initials: KSV. NRU

1013031562

REASON: TO ADD SIGNATURE PAGE
MODIFICATION(S) OF SAID COVENANTS, CONDITIONS AND
RESTRICTIONS

RECORDING DATE: OCTOBER 8, 2019

RECORDING NO.: 201910080020

14. IT APPEARS THAT IMPROVEMENTS ARE LOCATED ON THE
LAND BUT ARE NOT PRESENTLY ASSESSED. SUPPLEMENTAL
TAXES MAY APPEAR ON FUTURE TAX ROLLS.

15. CITY, COUNTY OR LOCAL IMPROVEMENT DISTRICT
ASSESSMENTS, IF ANY.

16. ASSESSMENTS, IF ANY, LEVIED BY CITY OF BURLINGTON.

17. ASSESSMENTS, IF ANY, LEVIED BY RIVERS EDGE SKAGIT
HOMEOWNERS ASSOCIATION.

ABBREVIATED LEGAL: LOT 27, PLAT OF RIVERS EDGE.
THIS BEING THE SAME PROPERTY CONVEYED TO NICHOLAS R.
VASILCHEK AND KATHERINE K. VASILCHEK, A MARRIED
COUPLE, DATED 06/10/2020 AND RECORDED ON 06/12/2020 IN
INSTRUMENT NO. 202006120114, IN THE SKAGIT COUNTY
RECORDERS OFFICE.

PARCEL NO. 6058-000-027-0000

which has the address of 1750 River Walk Lane, Burlington, Washington 98233 (herein
"Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements,
rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to
collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by
this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of
Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated
November 5, 2022 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S.
\$95,000.00, with interest thereon, providing for monthly installments of principal and interest, with the
balance of the indebtedness, if not sooner paid, due and payable on November 10, 2052; the payment of
all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of
Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all
claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and
interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender,
Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the
Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and
assessments (including condominium and planned unit development assessments, if any) which may attain
priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium
installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if

WASHINGTON - SECOND DEED OF TRUST - 03/18

Initials: KKV. NRV

1013031562

any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower for interest payable on the Note, then to the principal of the Note, and then to amounts under paragraph 2 hereof, if any.

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. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or miscellaneous proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

WASHINGTON - SECOND DEED OF TRUST - 03/18

Initials: KKV . NRV

1013031562

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declarations or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original

WASHINGTON - SECOND DEED OF TRUST - 03/18

Initials: KKV. NRV

1013031562

Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

WASHINGTON - SECOND DEED OF TRUST - 03/18

Initials: KKV . NRV

1013031562

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, 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 lapse of such time as may be 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 such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or to the Clerk of the Superior Court of the County in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such

WASHINGTON - SECOND DEED OF TRUST - 03/18

Initials: KKV • NRV

1013031562

payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

21. 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 the Trustee herein and by applicable law.

22. Use of Property. The Property is not used principally for agricultural or farming purposes.

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 incurred by Lender in any bankruptcy proceeding or on appeal.

The Following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof [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 checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

Initials: KKV - NRV

1013031562

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

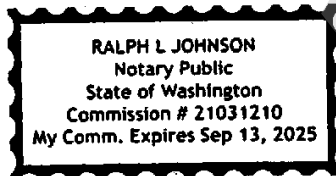
Nicholas R Vasilchek 11/05/2022
- BORROWER - Nicholas R Vasilchek - DATE -

Katherine K Vasilchek 11/05/2022
- BORROWER - Katherine K Vasilchek - DATE -

[Sign Original Only]

State of Washington
County of Skagit

This record was acknowledged before me on November 5, 2022 by
Nicholas R. Vasilchek and Katherine K. Vasilchek



X Ralph L Johnson
Notary Public

My Commission Expires: 09-13-2025

Individual Loan Originator: Ariel Celest Branch, NMLSR ID: 1420614
Loan Originator Organization: Discover Bank, NMLSR ID: 684042

Prepared By:
Mene Gordon
Discover Bank
502 E. Market St.
Greenwood, DE 19950

WASHINGTON - SECOND DEED OF TRUST - 03/18

PLANNED UNIT DEVELOPMENT RIDER**Vasilchek****Loan #: 1013031562**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5th day of **November, 2022**, 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 **Discover Bank** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **1750 River Walk Lane, Burlington, WA 98233**

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 THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY. (the "Declaration"). The Property is a part of a planned unit development known as **Rivers Edge Sleagist HOA** (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 COVENANTS. 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.

MULTISTATE PUD RIDER--Single Family/Second Mortgage--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

EX 2483.15

Form 3150 1/01 (page 1 of 3 pages)
Amended

1013031562

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 Borrower's obligation under Uniform Covenant 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 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 Uniform Covenant 9.

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.

1013031562

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

Nicholas R Vasilchek 11/05/2022

- BORROWER - Nicholas R Vasilchek - DATE -

Katherine K Vasilchek 11/05/2022

- BORROWER - Katherine K Vasilchek - DATE -

MULTISTATE PUD RIDER--Single Family/Second Mortgage--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

2483.15

Form 3150 1/01

(page 3 of 3 pages)

Amended