

WHEN RECORDED, MAIL TO:
FIREFIGHTERS FIRST FEDERAL CREDIT UNION
1520 WEST COLORADO BLVD
PASADENA, CA 91105

This instrument was prepared by:
FIREFIGHTERS FIRST FEDERAL CREDIT UNION
1520 WEST COLORADO BLVD
PASADENA, CA 91105
800-231-1626

Assessor's Parcel or Account Number: P42726

Abbreviated Legal Description: *Section 15, Township 35 North, Range 7 East - NE SW*
(aka Ptn. Lot 4 SP 6-85) Include lot, block and plat or section, township and range
Full Legal Description located on page 10

(Space Above This Line For Recording Data)

GNW 24-20421

DEED OF TRUST
(Line of Credit Trust Deed)

DEFINITIONS

(A) "Security Instrument" means this document, which is dated April 22, 2024, together with all riders to this document.

(B) "Borrower" is KEANAN METCALFE AND KENDAHL METCALFE, HUSBAND AND WIFE. Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIREFIGHTERS FIRST FEDERAL CREDIT UNION. Lender is A FEDERAL CREDIT UNION, organized and existing under the laws of the State of CALIFORNIA. Lender's address is 1520 WEST COLORADO BLVD, PASADENA, CALIFORNIA 91105. Lender is the beneficiary under this Security Instrument. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PREMIER TITLE OF ISLAND COUNTY

WASHINGTON HELOC Deed of Trust

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IDS, Inc. - 39492

Borrower(s) Initials *KSM KJM*



Trustee's address is 775 NE MIDWAY BLVD, OAK HARBOR, WASHINGTON 98277, ISLAND County.

(E) "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 April 22, 2024; the HELOC matures on April 28, 2049.
- (2) Any advance made to Borrower or obligation incurred by Borrower pursuant to any contract or evidence of indebtedness benefitting 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.

(F) "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 \$200,000.00. 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.

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

(H) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | |
|--|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other (Specify) |

(I) "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:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

which has the address of: **8459 IRON MOUNTAIN VIEW LANE**
CONCRETE, WASHINGTON 98237, ("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 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

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.

(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. Beneficiary may, from time to time, appoint a successor trustee by an instrument executed and acknowledged by Beneficiary 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.

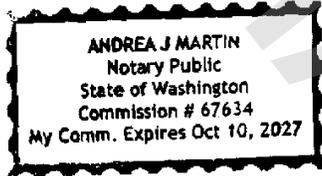
Witnesses:

_____	-Witness	_____	-Witness
<i>Keenan Metcalfe</i>	(Seal)	<i>Kendahl Metcalfe</i>	(Seal)
KEANAN METCALFE	-Borrower	KENDAHL METCALFE	-Borrower

State of WASHINGTON
County of SNOHOMISH

This record was acknowledged before me on April 22, 2024
by KEANAN METCALFE and KENDAHL METCALFE.

(Stamp)



Andrea J Martin (Seal)

(Signature of notary public)
Notary Public

(Title of office)

My commission expires: 10-10-27

Loan originator (Organization): FIREFIGHTERS FIRST FEDERAL CREDIT UNION; NMLS #: 649058
Loan originator (Individual): JAMES ACOSTA; NMLS #: 1531784

EXHIBIT "A" LEGAL DESCRIPTION

File No.: 01348-49100

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lot 4 of Skagit County Short Plat No. 6-85, approved march 4, 1985 and recorded march 22, 1985, in Volume 7 of Short Plats, page 12, under Auditor's File No. 8503220006, records of Skagit County, Washington, in Section 15, Township 35 North, Range 7 East, W.M.,

EXCEPT that portion described as follows:

Beginning at the Northwest corner of said lot 4,
thence South 00 degrees 37'57" West, a distance of 1325.64 feet to a point on the East-West centerline of said Section;
thence South 00 degrees 36'51" West, a distance of 662.99 feet to a point on the Northerly right of way line of the Cape Horn County Road;
thence North 86 degrees 59'05" East along said right of way line, a distance of 116.56 feet to the point of a curve to the left having a radius of 436.32 feet;
thence Easterly along said curve through a central angel of 13 degrees 51'36" and an arc length of 105.55 feet;
thence North 00 degrees 37'57" East, a distance of 873.54 feet;
thence South 89 degrees 32'22" East, a distance of 200.00 feet;
thence North 00 degrees 37'57" East, a distance of 1089.00 feet;
thence North 89 degrees 32'22" West, a distance of 420.04 feet to the point of beginning of this description.

TOGETHER WITH a non-exclusive Easement for ingress, egress and utilities reserved in deed recorded 08/26/1985 as Auditor's File No. 8508260057 and established as appurtenant to the subject property by deed recorded 05/13/1988 as Auditor's File No. 8805130036, as more particularly described in said two instruments