

POOR ORIGINAL

Return To:  
Title365 Company  
Avanze Business Solutions  
7301 N State Highway 161, Suite 205  
Irving, TX 75039

Assessor's Parcel or Account Number: P72311  
Abbreviated Legal: PTN LOT 111BLK 136 1ST ADD TO BURL, SKAGIT COUNTY, WASHINGTON  
Trustee: Chicago Title Insurance Company, a Nebraska corporation

[Space Above This Line For Recording Data]

### SHORT FORM DEED OF TRUST

#### DEFINITIONS

Words used in multiple sections of this Security Instrument are defined below, in the "Definitions" Section of the Master Form, and in Sections 3, 11, 13, 18, 20 and 21 of the Master Form. Certain rules regarding the usage of words used in this Security Instrument are also provided in Section 16 of the Master Form.

"Master Form" means that certain Master Form Deed of Trust recorded in the Office of the Recorder on June 19, 2017, in Book/Volume , at Page(s) or Recording No. 201706190182, for land situated in the County of SKAGIT, Washington.

(A) "Security Instrument" means this document, which is dated September 21, 2024, together with all Riders to this document.

(B) "Borrower" is Rachel E Wieringa and James A Wieringa, Married To Each Other; Borrower is the Trustor under this Security Instrument.

(C) "Lender" is Third Federal Savings and Loan Association of Cleveland. Lender is a Federal Savings Association organized and existing under the laws of the United States of America. Lender's address is 7007 Broadway Avenue, Cleveland, OH 44105. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Chicago Title Insurance Company, a Nebraska corporation.

(E) "Note" means the promissory note signed by Borrower and dated September 21, 2024. The Note states that Borrower owes Lender fifty thousand and 00/100 Dollars (U.S. \$50,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments (as defined in the Master Form) and to pay the debt in full not later than 09/26/2054.

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

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(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 if applicable]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Biweekly Payment Rider         |   |

All references to section numbers in the Security Instrument that are contained in the Riders refer to those sections of the same number incorporated from the Master Form.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this

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TFS6556WA

WASHINGTON — Single Family — Fannie Mae/Freddie Mac SHORT FORM DEED OF TRUST  
Third Federal Savings and Loan Association of Cleveland



purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **SKAGIT**, which currently has the address of : **414 N Skagit St, BURLINGTON, Washington 98233** ("Property Address"). **SEE ATTACHED LEGAL DESCRIPTION**

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."

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 will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

#### INCORPORATION OF MASTER FORM PROVISIONS

Paragraph (I) through and including paragraph (Q) of the "Definitions" Section of the Master Form, and Section 1 through and including Section 26 of the Master Form, are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of the Master Form and agrees to be bound by the Sections and paragraphs of the Master Form incorporated into this Security Instrument.

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.

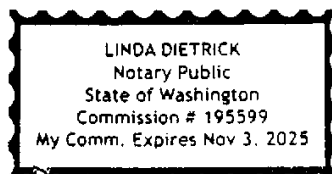
Rachel E. Wieringa (Seal) -Borrower  
James A. Wieringa (Seal) -Borrower  
 \_\_\_\_\_ (Seal) -Borrower  
 \_\_\_\_\_ (Seal) -Borrower

STATE OF WASHINGTON, County of Skagit

On this day personally appeared before me Rachel E Wieringa and James A Wieringa

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 21 day of Sept., 2024.



Linda Dietrick  
 Notary Public in and for the State of Washington, residing at Skagit Cty.  
 My commission expires on: 11/03/2025

Loan Origination Organization: Third Federal Savings and Loan Association of Cleveland, NMLS ID: 449401  
 Loan originator: Rachel Timko, NMLS ID: 1375074

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WASHINGTON -- Single Family -- Fannie Mae/Freddie Mac SHORT FORM DEED OF TRUST  
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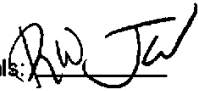
**Third Federal Savings and Loan  
EXHIBIT 'A' - LEGAL DESCRIPTION**

Borrower Name: Rachel E Wieringa & James A Wieringa  
Property Address: 414 N Skagit St, Burlington, WA, 98233  
Parcel ID: P72311 / Group ID: / Property Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON: THAT PORTION OF LOT 11, BLOCK 136, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON, EMBRACED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 90 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT CONVEYED TO ROGER TJEERDSMA AND MARY TJEERDSMA, HUSBAND AND WIFE, BY DOCUMENT RECORDED FEBRUARY 6, 1973, UNDER AUDITOR'S FILE NO. 780284; THENCE EAST 100 FEET; THENCE NORTH TO THE SOUTH LINE OF SHORT STREET, AS SHOWN ON THE PLAT OF SAID ADDITION; THENCE SOUTHWESTERLY ON THE SOUTH LINE OF SAID STREET TO THE POINT OF BEGINNING. SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBREVIATED LEGAL: PTN LOT 11 BLK 136 1ST ADD TO BURL, SKAGIT COUNTY, WASHINGTON.. Subject to restrictions, reservations, easements, covenants, oil, gas or mineral rights of record, if any

Being previously conveyed by Warranty Deed from MICHEAL L. COFFEY JOYCE E. COFFEY, HUSBAND AND WIFE to JAMES A. WIERINGA AND RACHEL E. WIERINGA, HUSBAND AND WIFE, dated 08/26/2002, and recorded on 08/30/2002, at document reference 200208300226 in SKAGIT County, Washington.

Initials:



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TFS6511

## Adjustable Rate Rider (1Year Wall Street Journal Prime - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st day of September, 2024 and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Third Federal Savings and Loan Association of Cleveland (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
414 N Skagit St, Burlington, WA, 98233

[Property Address]

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

**ADDITIONAL COVENANTS.** In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### **A. INTEREST RATE AND PERIODIC PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.340%. The Note provides for changes in the interest rate and the payments, as follows:

#### **4. INTEREST RATE AND PERIODIC PAYMENT CHANGES**

##### **(A) Change Dates**

Each date on which my interest rate could change is called a "Change Date." The interest rate I will pay may change on the 26th day of September, 2029, and on that day every 12th month thereafter.

##### **(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the lowest Prime Rate most recently published in the Money Rates section of The Wall Street Journal (Eastern Edition). The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

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Multistate Adjustable Rate Rider

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**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by subtracting one percentage points ( -1.000%) from % (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below.

The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the periodic payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my periodic payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 9.340% or less than 5.340%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.340%. My interest rate will never be lower than 2.750%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new periodic payment beginning on the first periodic payment date after the Change Date until the amount of my periodic payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my periodic payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

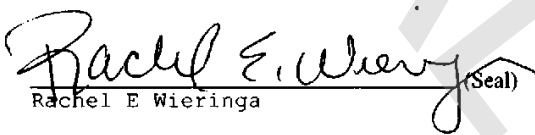
Uniform Covenant 19 of the Security Instrument is amended to read as follows:


**Transfer of the Property or a Beneficial Interest in Borrower.** For the purposes of this Section 19 only, "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 to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises the option to require immediate payment in full, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
Rachel E Wieringa (Seal)

  
James A Wieringa (Seal)

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