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07/29/2025 08:33 AM Pages: 1 of 9 Fees: $312.50
Skagit County Auditor, WA

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Return Address: **Peoples Bank**
Loan Servicing Department
PO Box 32210
Bellingham, WA 98228

AUDITOR/RECORDER'S INDEXING FORM

Document Title: **Deed of Trust**

Reference Number(s) of Documents assigned or released: _____

Grantor(s): 1. HECTOR H. CHAVEZ 2. GUILLERMINA CHAVEZ
3. _____ 4. _____
5. _____ 6. _____

☐ Additional names on page _____ of document.

Grantee(s): 1. PEOPLES BANK 2. TRUSTEE SERVICES INC, TRUSTEE
3. _____ 4. _____

☐ Additional names on page _____ of document.

Legal Description: LT 43, PLAT OF SKAGIT HIGHLANDS DIV IV, SKAGIT COUNTY
(abbreviated)

☑ Additional legal is on page 2 of this document.

Assessor's Property Tax Parcel/Account Number: P124955 4902-000-043-0000

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AFTER RECORDING RETURN TO:
Peoples Bank
Loan Services Department
PO Box 32210
Bellingham, WA 98228

(Space Above This Line For Recording Data)

DEED OF TRUST
(OPEN END CREDIT - FUTURE ADVANCES ARE SECURED BY THIS DEED OF TRUST)

THIS DEED OF TRUST ("Security Instrument") is made on July 25, 2025. The grantors are HECTOR H. CHAVEZ AND GUILLERMINA CHAVEZ, A MARRIED COUPLE ("Grantor"). Grantor is not necessarily the same as the Person or Persons who sign the Home Equity Line of Credit Agreement ("Agreement"). The obligations of Grantors who did not sign the Agreement are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The trustee is Trustee Services Inc., whose address is PO Box 2980, Silverdale, WA 98383 ("Trustee"). The beneficiary is Peoples Bank, which is organized and existing under the laws of the State of Washington and whose address is 3100 Woburn Street, Bellingham, Washington 98226 ("Lender"). HECTOR H. CHAVEZ ("Borrower") has entered into an Agreement with Lender as of July 25, 2025, under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, a *****MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)***** of One Hundred Thousand and 00/100 Dollars (U.S. $100,000.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the repayment of the debt under the Agreement, with interest, including future advances, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of the covenants and agreements under this Security Instrument and the Agreement. For this purpose, Grantor, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust for the benefit of Lender as beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described property located in the County of Skagit, State of Washington:

Address: 4608 NOOKSACK LOOP, MOUNT VERNON, Washington 98273
Legal Description: LOT 43, PLAT OF SKAGIT HIGHLANDS DIVISION IV, A PLANNED UNIT DEVELOPMENT, APPROVED AUGUST 21, 2006 AND RECORDED ON AUGUST 23, 2006 UNDER AUDITOR'S FILE NO. 200608230062, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.
Parcel ID/Sidwell Number: P124955 and 4902-000-043-0000

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

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covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

GRANTOR COVENANTS that Grantor 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. Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Grantor and Lender covenant and agree as follows:

Payment of Principal and Interest; Other Charges. Borrower shall promptly pay when due the principal of and interest on the debt owed under the Agreement and late charges or any other fees and charges due under the Agreement.

Applicable Law. As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Charges; Liens. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Grantor shall promptly furnish to Lender receipts evidencing the payments.

Grantor shall promptly discharge any lien which has priority over this Security Instrument unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 which may attain priority over this Security Instrument, Lender may give Grantor a notice identifying the lien. Grantor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Hazard or Property Insurance. Grantor 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval which shall not be unreasonably withheld. If Grantor fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor.

Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Grantor that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security

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Instrument, whether or not then due. The period of time for Grantor to answer as set forth in the notice will begin when the notice is given.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Preservation, Maintenance and Protection of the Property; False Statements; Leaseholds. Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Grantor may cure such a default and reinstate, as provided in section titled **Grantor's Right to Reinstate,** by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Grantor's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. It shall also be a default hereunder if Grantor or Borrower has provided materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Agreement. If this Security Instrument is on a leasehold, Grantor shall comply with all the provisions of the lease. If Grantor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Protection of Lender's Rights in the Property. If Grantor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Grantor secured by this Security Instrument. Unless Grantor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Agreement and shall be payable, with interest, upon notice from Lender to Grantor requesting payment.

Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Grantor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Grantor and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property

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immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Grantor and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Grantor, or if, after notice by Lender to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments.

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 Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Grantor, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Grantor.** Grantor's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Agreement ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Grantor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Accommodation Signer's consent.

Loan Charges. If the loan secured by this Security Instrument is subject to a law which 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 loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.

Notices. Any notice to Grantor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Grantor designates by notice to Lender. Grantor agrees to provide Lender with Grantor's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Grantor. Any notice provided for in this Security Instrument shall be deemed to have been given to Grantor or Lender when given as provided in this paragraph.

Governing Law; Severability. This Security Instrument shall be governed by federal law and the laws of the state of Washington. In the event that any provision or clause of this Security Instrument or the Agreement

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conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

Grantor's Copy. Grantor shall be given one copy of this Security Instrument.

Grantor's Right to Reinstate. If Grantor meets certain conditions, Grantor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as Applicable Law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Grantor: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees to the extent permitted by law; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Grantor's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Grantor, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the section titled **Transfer of the Property or a Beneficial Interest in Grantor** .

Hazardous Substances. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Grantor shall promptly give Lender written notice of 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 Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Washington that relate to health, safety or environmental protection.

Exclusion from Secured Obligations. Notwithstanding anything to the contrary set forth herein or in any other loan document that has been executed in connection with the Indebtedness, this Security Instrument shall not secure (collectively, the "Unsecured Obligations"): (a) the obligations of Borrower/Grantor under any environmental indemnity agreement made by Borrower/Grantor in favor of Lender, or any provision of any document (including, without limitation, any provision of this Security Instrument) that would be considered the "substantial equivalent" thereof under RCW 61.24; and (b) the obligations of any guarantor under any guaranty of the Indebtedness of [Borrower][Grantor] or the substantial equivalent of the obligations arising under any such guaranty. All of such Unsecured Obligations (and the substantial equivalents thereof) shall constitute the separate, unsecured recourse obligations of [Borrower][Grantor] and/or such guarantors and shall not be deemed to be secured by this Security Instrument. Subject to the requirements set forth in RCW 61.24, following a sale pursuant to the exercise of Trustee's power of sale, as provided herein, [Borrower][Grantor] and any indemnitor or guarantor of the Indebtedness secured hereby shall remain personally liable for the Unsecured Obligations to the full extent provided by applicable law.

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Acceleration; Remedies. Lender shall give notice to such parties as required by Applicable Law prior to acceleration following the breach of any covenant or agreement in this Security Instrument or the Agreement under which acceleration is permitted (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Grantor, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform the party of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, 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 Grantor and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Grantor, 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 any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

Reconveyance. Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Agreement, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all agreements evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

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.

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 Trustee herein and by applicable law.

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Oral Agreements Disclaimer. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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

Events of Default. The occurrence of any one or more of the following events shall be an event of default by Borrower/Grantor hereunder, permitting Lender to exercise its rights and remedies under the paragraph of this Security Instrument captioned "Acceleration; Remedies" and/or at law or in equity: (a) Borrower/Grantor shall fail to pay any principal of or interest or any other amounts due on any note evidencing the Indebtedness (the "Note") when the same becomes due and payable or within the grace period described in the Note; (b) Borrower/Grantor shall fail to comply with any of the provisions, conditions, or covenants contained in this Security Instrument within any grace period described herein; or (c) a default or event of default occurs under the any other loan document delivered in connection with the Indebtedness.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Deed of Trust.

Security interest in leases, rents, and profits from property. Grantor hereby assignss security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Grantor and recorded with it.

Hector H Chavez 7/25/25
HECTOR H. CHAVEZ Date

Guillermina Chavez 7/25/25
GUILLERMINA CHAVEZ Date

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Washington)

COUNTY OF Skagit)

This record was acknowledged before me on July 25th, 2025 by

HECTOR H. CHAVEZ AND GUILLERMINA CHAVEZ.

(Signature of the Notary Public)

RILIE TURNER
License 20100456
NOTARY PUBLIC
Expires 11-12-27
STATE OF WASHINGTON

Assistant Branch Manager
(Title of Office)

My Commission expires:

11/12/2027
(date)

LOAN ORIGINATOR COMPANY NAME: Peoples Bank
NMLS COMPANY IDENTIFIER: 405872
LOAN ORIGINATOR NAME: Karla Sanchez
NMLS ORIGINATOR IDENTIFIER: 2435968

THIS INSTRUMENT PREPARED BY:
Peoples Bank
Loan Origination
PO Box 32210
Bellingham, WA 98228