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When Recorded Return to:

Mutual of Omaha Mortgage, Inc. 3131 Camino Del Rio North, Suite 1100 San Diego CA 92108

Document Title: Deed of Trust

Grantor(s): JOE G. CALLENDER JR AND IRENE B. CALLENDER, A MARRIED COUPLE

Grantee(s): Mutual of Omaha Mortgage, Inc.

Abbreviated Legal Description: 15, Plet of Pressentin Roman

Legal Description: See Attached Exhibit A, page 13

Assessor's Property Tax Parcel or Account Number: P121849
Reference Numbers of Documents Assigned or Released:

[Space Above This Line for Recording Data]

Washington Loan Number: 10574724

MERS MIN: 101209688805747240

DEED OF TRUST

THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN

THIS DEED OF TRUST ("Security Instrument") is made on October 17, 2025. The trustor is JOE G. CALLENDER JR AND IRENE B. CALLENDER, A MARRIED COUPLE, whose address is 7477 Pressentin Ranch Dr, Concrete, WA 98237-8802 ("Borrower"). The trustee is Fidelity National Title Company of Washington, Inc whose address is 3500 188th St Sw Ste 300, Lynnwood WA 98037 ("Trustee"). The Lender is Mutual of Omaha Mortgage, Inc., which is organized and existing under the laws of Delaware and whose address is 3131 Camino Del Rio North, Suite 1100, San Diego CA 92108 ("Lender"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel.

(888) 679-MERS. Borrower has agreed to repay to Lender amounts advanced or to be advanced by Lender, including future advances, under the terms of this Security Instrument and Borrower's Fixed Rate Reverse Mortgage Loan Note dated the same date as this Security Instrument ("Note"). Borrower's agreement to repay is evidenced by the Note. Capitalized terms not defined in this Security Instrument shall have the meaning ascribed to them in the Note. This Security Instrument secures to Lender: (a) repayment of the debt evidenced by the Note, including any addenda thereto, including all future advances, with interest, and all renewals, replacements, extensions and modifications of the Note, up to a maximum principal amount of nine hundred thousand dollars (\$900,000.00) ("Maximum Principal Amount"), plus all accrued interest thereon; (b) the payment of all other amounts, with interest, advanced under the Note, including any addenda thereto, and this Security Instrument, including riders, to protect the security of this Security Instrument; (c) the performance of Borrower's obligations and agreements under the Loan Documents; and (d) any future advances made to, or on behalf of, Borrower by Lender. If the Loan is not paid by September 5, 2106 ("Maturity Date"), the Loan will then be due. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Skagit County, Washington, which has the address of 7477 Pressentin Ranch Dr, Concrete, WA, Skagit 98237-8802 ("Property Address"), and is more fully described on Exhibit A attached to this Security Instrument, and incorporated herein.

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

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.

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note, subject to the provisions of paragraph 10 of this Security Instrument. Since regular periodic payments by Borrower to Lender are not required under the Note and the finance charges that accrue, as well as amounts Borrower may owe under the Note, are added to the loan balance, and in turn will accrue interest thereon at the interest rates as specified in the Note, "negative amortization" and the compounding of interest will occur. Negative amortization and the compounding of interest will increase the amount Borrower owes Lender and may reduce Borrower's equity in the Property.



- 2. Payment of Property Charges. Unless Lender and Borrower otherwise agree in writing, Borrower shall pay the following charges and assessments in a timely manner until the debt evidenced by the Note is paid in full: (a) taxes, assessments, charges, fines and impositions attributable to the Property; (b) hazard or property insurance premiums; (c) all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowner's association or similar organization, if any; and (d) flood insurance premiums, if any. Unless Lender and Borrower otherwise agree in writing, Borrower shall pay these obligations on time and out of Borrower's own funds directly to the person or entity owed payment. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and all receipts evidencing these payments. Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise.
- 3. Fire, Flood and Other 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 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 Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower 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 paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is willing and able to cause the necessary restoration or repair to be performed. If the foregoing requirements are not met, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender 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 Instrument, whether or not then due. The 30-day period will begin when the notice is given. The provisions of this paragraph 3 relating to the application of insurance proceeds shall apply only to the extent permitted by applicable law.

If under paragraph 22 the Property is acquired by Lender, Borrower'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.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application.



Borrower shall at all times occupy, establish, and use the Property as Borrower's principal residence. Upon Lender's request, Borrower shall certify whether or not the Property is Borrower's principal residence. "Principal residence" shall have the same meaning as in the Note. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower 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. Borrower may cure such a default and reinstate by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave 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 Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence.

If the Note is secured by a leasehold estate, Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease.

5. Charges to Borrower and Protection of Lender's Rights in the Property. If a Property Charge Set Aside is not established, or if established and the Termination Date therein has been reached or funds therein are insufficient, if Borrower fails to pay Property Charges, or fails to pay other assessments required by paragraph 2, and Association Charges, or fails to perform any other 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, without limitation, paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying real estate taxes, hazard insurance premiums and other items mentioned in paragraph 2, paying reasonable attorneys' fees, assessing the value of the property and entering on the Property to make repairs. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower. Although Lender may take action under this paragraph 5 Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the interest rate provided by the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- **6. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 7. 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 or partial 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 Borrower. The provisions of this paragraph 7 relating to the application of condemnation proceeds shall apply only to the extent permitted by applicable law.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days 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.

8. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower 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.

Borrower 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 Borrower has actual knowledge. If Borrower 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, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 8, "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 8, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

9. Grounds for Acceleration of Debt.

- (a) Due and Payable. All sums secured by this Security Instrument shall be due and payable if:
 - (i) the Borrower voluntarily conveys all or any part of his or her title to the Property, unless the sale or conveyance is to one or more of the original Borrowers who signed this Note and continue to occupy the Property as a principal residence and retain title to the Property (a) in fee simple, (b) a life estate, or (c) a beneficial interest in a trust owning all or part of the Property. Provided, however, that neither a conveyance by Borrower or Borrowers into an *inter vivos* trust in which the Borrower or Borrowers are beneficiaries, nor conveyance of a trust's interest in the Property to at least one of the



original Borrowers shall be considered a conveyance for purposes of this Note; or,

- (ii) all Borrowers cease occupying the Property as a Principal Residence; Provided, however, that (a) temporary absences of all Borrowers from the Property not exceeding one hundred and eighty (180) consecutive days shall not cause the Loan Balance to become due and payable; and (b) temporary absences of all Borrowers from the Property exceeding one hundred and eighty (180) consecutive days but less than one year shall not cause the Loan Balance to become due and payable if Borrower(s) has taken prior action which secures the home in a manner satisfactory to Lender; or
- (iii) such non-occupancy derives from and is due to Death of the Last Surviving Borrower; Provided, however, in the event of Death of the Last Surviving Borrower, if the heirs, executor or personal representative of such Borrower notify Lender upon such a Maturity Event that they intend to sell the Property, Lender may, at Lender's sole discretion, agree with such parties in writing that the sums due and payable under this Note and the Security Instrument will not be due for a period of six (6) months following such Maturity Event. During this period, the heirs, executor or personal representative of the Borrower must perform all of the following: (a) list the Property for sale with a reputable real estate agent or agency subject to approval by Lender, (b) provide to Lender within three (3) business days of a request by Lender any information concerning the sale of the Property that the Lender may require, including (without limitation) evidence that the Property is listed for sale, (c) pay property taxes on the Property and premiums for hazard insurance covering the Property, when due, and (d) take measures satisfactory to Lender to protect the Property.
- **(b) Other Grounds.** Lender may, at its option, require payment in full of all sums secured by this Security Instrument if an obligation of the Borrower under this Security Instrument is not performed or Borrower is otherwise in default under this Security Instrument or the Note.
- (c) Notice to Borrower. If one or more of the events in paragraph 9(a)(i) (ii) occur, Lender shall give Borrower a notice in accordance with paragraph 16 and applicable law that all sums due under the Note and secured by this Security Instrument are due and payable. If Borrower fails to pay these sums upon receipt of the notice, without any additional grace or cure period, Lender may invoke any remedies permitted by this Security Instrument, including the remedies provided in paragraph 22 of this Security Instrument, without further notice or demand on Borrower. If Lender elects to exercise its option under paragraph 9(b), Lender shall give Borrower the notice of default and opportunity to cure pursuant to paragraph 22.
- **(d) Trusts.** A conveyance by Borrower or Borrowers into an inter vivos trust in which the Borrower or Borrowers are beneficiaries, or a conveyance of a trustee's interest in the Property to at least one of the original Borrowers, shall not be considered a conveyance for purposes of this paragraph 9.
- 10. Non-Recourse Liability. Lender may enforce the obligations under this Security Instrument and the Note solely against the Property. Borrower shall have no personal liability for payment of the amounts due under this Security Instrument and the Note. This paragraph shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under



the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

11. Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to reinstate the Loan and to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) eleven (11) business 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 Borrower: (a) cures any default of any covenant or agreement in this Security Instrument; (b) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (c) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument and Lender's rights in the Property shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall only apply in the case of acceleration under Paragraph 9(b). The provisions of this Paragraph relating to the Borrower's right to reinstate the Loan shall apply only to the extent permitted by applicable law.

12. Lien Status.

- (a) Modification. If state law limits the first lien status of this Security Instrument as originally executed and recorded to a maximum amount of debt or a maximum number of years, or if state law otherwise prevents the Lender from making Loan Advances secured by the first lien of this Security Instrument, Borrower agrees to execute any additional documents required by the Lender to extend the first lien status to an additional amount of debt and/or an additional number of years and to cause any other liens to be removed or subordinated as provided in the Note. If state law does not permit or limits the extension of the first lien status, whether or not due to any action of Borrower, then for purposes of paragraph 9(b) Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.
- **(b) Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
- (c) Other Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (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 forfeiture of any part of the Property; 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 Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of that notice.

Unless the Lender expressly consents in writing, making specific reference to the lien and the lienor, Borrower covenants as part of this transaction not to place or grant a lien on the



Property that is subsequent and subordinate to the lien of the Lender under this Security Instrument.

- 13. 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 limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be, at the election of Lender, refunded to Borrower or applied to reduce the principal owed under the Note.
- **14. Forbearance by Lender Not a Waiver.** Any waiver or forbearance by Lender in exercising any right or remedy under the Note or this Security Instrument shall not be a waiver of or preclude the exercise of any right or remedy by Lender at a future date.
- 15. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under the Note or this Security Instrument, except to a trust in which that Borrower is the beneficiary. In such case, Maturity Events will nonetheless continue to be based upon the life of and occupancy of the Property by the Borrower, and not the on-going existence or viability of the trust. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 Note without that Borrower's consent.
- **16. Notices.** Any notice to Borrower 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 Borrower designates by notice to Lender. Except as provided in Section 9(C) of the Note, 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 Borrower. Except as provided in Section 9(C) of the Note, any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender.
- 17. Governing Law; Severability. This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located, except where preempted by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.
- 18. Borrower's Copy.

Borrower shall be given one conformed copy of the Note and this Security Instrument.



- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument and any riders or addenda thereto) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that disburses payments due to or on behalf of Borrower under the Note and this Security Instrument and otherwise services Borrower's loan. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 16 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which inquiries should be made. The notice will also contain any other information required by applicable law.
- **20. Future Advances.** In addition to any other debt or obligation secured by this Security Instrument, this Security Instrument secures all future advances occurring under the terms of the Note and this Security Instrument to the same extent as if such future advances were made on the date this Security Instrument was recorded, irrespective of the date of any such future advance. Lender's responsibility to make Loan Advances under the terms of the Note, including Loan Advances of principal to Borrower as well as Loan Advances for interest, and other charges, shall be obligatory. Advances made at Lender's discretion under paragraph 5 of this Security Instrument to protect the value of the Property and Lender's rights in the Property shall not be deemed obligatory, however, Lender may make such payments when necessary, and reimbursement of such expenditures is secured by this Security Instrument with the same priority as if such payments had been disbursed on the date this Security Instrument was recorded.

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

21. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 21.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.



22. Acceleration; Remedies Lender will give a notification of Default to Borrower prior to acceleration following Borrower's Default, except that such notification of Default will not be sent when Lender exercises its right due to a Maturity Event under Section 9(a)(iii) unless Applicable Law provides otherwise. The notification will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notification is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on or before the date specified in the notification may result in acceleration of the sums secured by this Security Instrument and the sale of the Property through public auction; (v) Borrower's right to right to reinstate after acceleration or commencement of the foreclosure in accordance with Applicable law; and (vi) any other matters required to be included in the notification by Applicable Law.

If the Default is not cured on or before the date specified in the notification, Lender may, in accordance with Applicable Law, require immediate payment in full of all sums secured by this Security Instrument without further demand and/or may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to: (i) reasonable attorneys' fees and costs, and other fees and costs associated with the enforcement of this Security Instrument, including but not limited to, foreclosure trustee's and sheriff's fees and costs, and title costs; (ii) property inspection and valuation fees; and (iii) any other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument unless prohibited by Applicable Law.

If Lender invokes the power of sale, Lender will send 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/or Lender will take such action regarding any required notices and will give such notices to Borrower and to other recipients as Applicable Law may require. At a time permitted, in accordance with Applicable Law, and after publication of the notice of sale, Trustee, without further demand on Borrower, will 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 will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made in that deed. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs; (ii) to all sums secured by this Security Instrument; and (iii) the surplus, if any, less the clerk's filing fee, shall be deposited, together with all documents required under Applicable Law, with the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled toit. Such person or persons will pay any recordation costs and the Trustee's fee for preparing the reconveyance.



- **24. Substitute Trustee.** In accordance with Applicable Law, Lender or MERS may, from time to time, by itself or through the Loan Servicer, or any other authorized representative, appoint a successor trustee to any Trustee appointed under this Security Instrument who has ceased to act. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law.
- 25. Use of Property. The Property is not used principally for agricultural purposes.
- **26. Attorneys' Fees.** Lender will be entitled to recover in any action or proceeding to construe or enforce any term of this Security Instrument (a) its reasonable attorneys' fees and costs, and (b) any other fees and costs associated with the enforcement of this Security Instrument, including but not limited to, foreclosure trustee and sheriff's fees and costs and title costs. The term "attorneys' fees", whenever used in this Security Instrument, includes without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.
- 27. Nominee Capacity of MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties, and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclose of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment will inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated. All payments or deposits with respect to the secured obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Beneficiary herein shall be made by Lender.
- **28. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the warranties and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument. [Check applicable box(es)]:

✓Planned Unit Development Rider	Condominium Rider
☐1-4 Family Rider	Other [Specify]

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 signed by Borrower and recorded with it.

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JOE G. CALLENDER JR	(Seal)	10-12-25 Date
Orene B. Callendor IRENE B. CALLENDER	(Seal)	/ <u>0</u> -/ <u>7</u> - <u>25</u> Date
[Space Below This Line For A	Acknowledgment]	
State of Washington County of Skagit		
This record was acknowledged before me on Octobe Joe G. Callender JR and Irene B.	Callender (nan	(date) by ne(s) of individuals).
Vennier Brazil Notary Public for Washington		
[Stamp]	JENNIFER BRA Notary Public State of Washing	c gton
My Commission Expires: 7-25-28	Commission # 18 My Comm. Expires Jul	
Signature Class (W. Muni) (Seal)		

<u>Loan Originator Organization</u>
Mortgage Loan Originator Organization: **TILA MORTGAGE LLC**Nationwide Mortgage Licensing System and Registry Identification Number: **2472046**

Individual Loan Originator

Mortgage Loan Originator: Bill Duffy

Nationwide Mortgage Licensing System and Registry Identification Number: 25699





SEE EXHIBIT "A" ATTACHED



EXHIBIT "A"

Order No.: 611357153

LOT 15, PLAT OF PRESSENTIN RANCH, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 9, 2004, UNDER AUDITOR'S FILE NO. 200408090115, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **17th** day of **October**, **2025**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") of the same date, given by the undersigned ("Borrower") to secure Borrower's Reverse Mortgage Loan Note ("Note") to **Mutual of Omaha Mortgage**, **Inc.** ("Lender") of the same date and covering the Property described in the Security Instrument and located at: **7477 Pressentin Ranch Dr**, **Concrete**, **WA**, **Skagit 98237-8802**

The Property is a part of a planned unit development known as **Pressentin Ranch** ("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 ("Owners Association") and the uses, benefits and proceeds of Borrower's interest.

Terms not defined in this Planned Unit Development Rider shall have the meaning ascribed to them in the Loan Documents.

PLANNED UNIT DEVELOPMENT COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- **1. 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.
- 2. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, 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, wind, hail, earthquakes and floods, for which Lender requires insurance, then Borrower's obligations under Paragraph 3 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and any loss occurring from a hazard.

In the event of a distribution of hazard 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, unless Applicable Law provides otherwise.

- **3. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **4. 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 Paragraph 7 of the Security Instrument.
- **5. 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



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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.

6. Remedies. If Borrower does not pay PUD dues and assessments when due, then at Lender's discretion, when necessary to protect the value of the Property and Lender's rights in the Property, Lender may make such payments on Borrower's behalf. Any amounts disbursed by Lender under this Paragraph 6 shall become additional debt of Borrower secured by the Security Instrument and shall bear interest from the date of disbursement at the rate provided in the Note.

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

OF G. CALLENDER IR (Seal)

76-11-25 Date

IRENE B. CALLENDER

(Seal)

Date