

Return Address:
Indecomm Global Services

as Recording Agent Only

1427 Energy Park Drive

St. Paul, MN 55108

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) WASHINGTON OPEN END DEED OF TRUST	
Reference Number(s) of related Documents: N/A Additional reference #'s on page _____ of document	
Grantor(s) (Last name, first name, initials) GUTIERREZ, SANDRA Additional names on page _____ of document.	
Grantee(s) (Last name first, then first name and initials) FIGURE LENDING LLC DBA FIGURE DART COLLATERAL MANAGER LLC Additional names on page _____ of document.	
Trustee TRUSTEE SERVICES INC	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) UNIT 35, "PLAT OF WESTPOINT CONDOMINIUM", AS RECORDED APRIL 20, 2000 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200004200062 AND AMENDED SEPTEMBER 7, 2000 UNDER AUDITOR'S FILE NO. 200009070034 Additional legal is on page <u>19</u> of document	
Assessor's Property Tax Parcel/Account Number assigned P116743	☐ Assessor Tax # not yet
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

After Recording Return To:
Figure Lending LLC
Attn: Indecomm Global Services
1427 Energy Park Drive,
St. Paul, MN 55108

[Space Above This Line for Recording Data]

**WASHINGTON
OPEN END DEED OF TRUST
(Securing Future Advances)**

Loan Id: 1-25293-2381

Date: 11/04/2025

Gutierrez

ULI: 254900UL88QFG0E40516125293238147

DART Phone: 1-888-488-9883

Or visit www.dartinc.io

Grantor(s): Sandra Gutierrez

Grantee: Figure Lending LLC dba Figure

Trustee: Trustee Services Inc

Abbreviated Legal Description: Lot 35, block N/A, plat or section WESTPOINT CONDO, township/range/quarter/quarter section 344E06.

Assessor's Property Tax Parcel or Account Number: P116743

Reference Numbers of Documents Assigned or Released: N/A

THIS OPEN-END DEED OF TRUST ("Deed of Trust") is made on 11/04/2025.

(A) The trustor(s) is/are Sandra Gutierrez.

(B) The trustee is Trustee Services Inc ("Trustee"), whose address is P.O. Box 2980, Silverdale, WA 98383-2980.

(C) The Lender is Figure Lending LLC dba Figure whose address is 650 S. Tryon Street, 8th floor, Charlotte, NC 28202. Lender is the beneficiary under this Deed of Trust.

(D) "DART" is DART Collateral Manager LLC. Lender has appointed DART as the nominee for Lender for this Loan, and attached a DART Rider to this Deed of Trust, to be executed by Borrower, which further describes the relationship between Lender and DART, and which is incorporated into and amends and supplements this Deed of Trust.

In this Deed of Trust, the terms "you," "your" and "yours" refer to the trustor(s). The terms "we," "us" and "our" refer to the Lender.

Pursuant to a Home Equity Line of Credit Agreement ("Agreement") dated 10/31/2025, Sandra Gutierrez ("Borrower") may incur indebtedness in amounts fluctuating from time to time up to a credit limit of U.S. \$72,395.56. The Agreement is a revolving, open-end line of credit. The Agreement provides for monthly payments of principal and interest. All amounts due under the Agreement must be paid in full not later than 12/01/2055. Additional draws may be taken under the Agreement and each draw may have a different interest rate, as set forth more fully in the Agreement, and, as a result, the dollar amount of the monthly payments of principal and interest required under the Agreement may increase.

Pursuant to the terms of the Agreement, Borrower may request draws from time to time, subject to the credit limit and other limitations contained in the Agreement. Each draw will be recorded in our books and records and will be due and payable no later than the end of its repayment period as set forth in the Agreement. All draws, with interest thereon, and all and other amounts Borrower owes us under the Agreement will be secured by this Deed of Trust. You agree that all draws taken by Borrower will be considered draws taken to or for the benefit of each or any of you, even if you did not sign the Agreement and even if you did not request the draw.

You agree that this Deed of Trust will continue to secure all draws now or later taken under the terms of the Agreement, including draws taken whether or not at the time a draw is taken there is any principal balance outstanding under the Agreement. The parties agree that this Deed of Trust will secure unpaid draws, interest, future draws, and all other amounts due under this Deed of Trust and the Agreement.

TRANSFER OF RIGHTS IN THE PROPERTY

This Deed of Trust secures to us: (a) the repayment of all amounts owed to us under the Agreement, including future draws, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other amounts, with interest, advanced under this Deed of Trust to protect the security of this Deed of Trust; and (c) the performance of your covenants and agreements under this Deed of Trust and the Agreement. For this purpose and in consideration of the debt, you irrevocably grant and convey to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in SKAGIT County, Washington: described on exhibit A attached hereto

which has the address of 741 WESTPOINT PL # 35, BURLINGTON, Washington 98233 ("Property Address");

TOGETHER WITH all the improvements now or later erected on the property, and all easements, rights, appurtenances, and fixtures now or later a part of the property. All replacements and additions will also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

COVENANTS

YOU COVENANT that you are lawfully seized of the estate conveyed in this Deed of

Trust and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE COVENANT and agree as follows:

1. Payment of Principal, Interest and Other Charges. Borrower will pay when due the principal, interest and all other amounts owing under the Agreement and all other amounts due under this Deed of Trust.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 will be applied by us as provided in the Agreement.

3. Prior Deed of Trusts; Charges; Liens. You will perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Deed of Trust, including your covenants to make payments when due. You will pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust or any advance under this Deed of Trust, and leasehold payments or ground rents, if any. Upon our request, you will promptly furnish to us all notices of amounts to be paid under this Section and receipts evidencing any such payments you make directly. You will promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Deed of Trust or any advance under this Deed of Trust.

We specifically reserve to ourself and our successors and assigns the unilateral right to require, upon notice, that Borrower pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

4. Hazard Insurance. You will keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding and earthquakes, for which we require insurance. This insurance will be maintained in the amounts and for the periods that we require, unless limited by applicable law. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals will be acceptable to us and will include a standard mortgagee clause. If we require, you will promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this Section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property. You also understand and agree that the premium for any insurance may be higher than the premium you would pay for the insurance. You will promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under any insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and will not be affected by your subsequent disability or incompetence.

Insurance proceeds will be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds will be applied to amounts secured by this Deed of Trust, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, we may then collect and use the proceeds to repair or restore the Property or to pay amounts secured by this Deed of Trust, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal will not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition will pass to us to the extent of the amounts secured by this Deed of Trust immediately prior to the acquisition.

You will not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

5. Preservation, Maintenance and Protection of the Property; Loan Application; Leaseholds. You will not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You will be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Deed of Trust or our security interest. You will also be in default if you, during the home equity line of credit application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the home equity line of credit evidenced by the Agreement, including representations concerning your occupancy of the Property as a principal residence. If this Deed of Trust is on a leasehold, you will comply with the lease. If you acquire fee title to the Property, the leasehold and fee title will not merge unless we agree to the merger in writing.

6. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any amounts secured by a lien which has priority over this Deed of Trust or any draw or amounts owed under the Agreement or this Deed of Trust, appearing in court, paying reasonable attorney's fees, paying any amounts which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section. Any amounts we pay under this Section

will become additional debts you owe us and will be secured by this Deed of Trust. These amounts will bear interest from the disbursement date at the rate established under the Agreement and will be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the home equity line of credit secured by this Deed of Trust, Borrower will pay the premiums for such insurance until such time as the requirement for the insurance terminates.

7. Inspection. We may enter and inspect the Property at any reasonable time and upon reasonable notice.

8. Condemnation. The proceeds of any award 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 assigned and will be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the amounts secured by this Deed of Trust, whether or not then due. Unless we and Borrower otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

9. You Are Not Released; Forbearance by Us Not a Waiver. Extension of time for payment or modification of amortization of the amounts secured by this Deed of Trust granted by us to any of your successors in interest will not operate to release your liability or the liability of your successors in interest. We will not be required to commence proceedings against any successor in interest, refuse to extend time for payment or otherwise modify amortization of the amounts secured by this Deed of Trust by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy will not waive or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Deed of Trust will bind and benefit your successors and permitted assigns. Your covenants and agreements will be joint and several. Anyone who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other amounts secured by this Deed of Trust; and (c) agrees that we and anyone else who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Agreement without such person's consent.

11. Loan Charges. If the loan secured by this Deed of Trust 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 will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any amounts already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. Notices. Unless otherwise required by law, we may deliver any notice to you provided for in this Deed of Trust by mail, at the most recent address we have on file for you, or if you have consented to electronic communications, by e-mail or any other electronic method to which you have consented. Unless otherwise required by law, any notice to us will be given by first class mail to our address provided above or any other address we designate by notice to you.

13. Governing Law; Severability. This Deed of Trust is governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Deed of Trust conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision. The provisions of this Deed of Trust are severable.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all amounts secured by this Deed of Trust. However, this option will not be exercised by us if exercise is prohibited by applicable law.

15. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial or participation interest in the Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and any change in address to which payments should be made. The notice will also contain any information required by applicable law.

16. Hazardous Substances. You will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (defined below) on or in the Property. You will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law (defined below). The preceding two sentences will not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You will promptly give us 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 you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you will promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Deed of Trust, "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 Deed of Trust, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. You will be in default if (a) any payment required by the Agreement or this Deed of Trust is not made when it is due; (b) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (c) you take any action or fail to take any action that adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the amounts secured by this Deed of Trust and sale of the Property. The notice will further inform you of any right to reinstate after acceleration and any right to bring a court action to assert the nonexistence of a default or any other defense you may have to acceleration and sale. If the default is not cured on or before the date specified in the notice, we, at our option, may require immediate payment in full of all amounts secured by this Deed of Trust without further demand and may invoke the power of sale and other remedies permitted by applicable law. We will be entitled to collect all charges, costs, fees and expenses incurred in pursuing the remedies provided in this Section 17, including reasonable attorneys' fees as permitted by applicable law and costs of title evidence.

If we invoke the power of sale, we will execute or cause Trustee to execute a written notice of the occurrence of an event of default and of our election to cause the Property to be sold. Trustee will cause this notice to be recorded in each county in which any part of the Property is located. We or Trustee will mail copies of the notice as prescribed by applicable law to you and to the other persons prescribed by applicable law. Trustee will give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on you, 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 all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Either we or our designee may purchase the Property at any sale.

Trustee will deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, express or implied. The recitals in Trustee's deed will be prima facie evidence of the truth of the statements made in the deed. Trustee will apply the proceeds of the sale in the following order: (A) to all expenses of the sale, including reasonable Trustee's and attorneys' fees; (B) to all amounts secured by this Deed of Trust; and (C) any excess to the person or persons legally entitled to it.

18. Reconveyance. Upon your request and payment of all amounts secured by this Deed of Trust, we will request Trustee to reconvey the Property and will surrender this Deed of Trust and all notes evidencing debt secured by this Deed of Trust to Trustee. Trustee will reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons will pay any recordation costs, as permitted by law.

19. Substitute Trustee. We may, at our option, from time to time appoint a successor trustee to any Trustee. Without conveyance of the Property, the successor trustee will succeed to all the title, powers and duties conferred upon the Trustee and by applicable law.

20. Discontinuance of Enforcement. Notwithstanding our acceleration of the amounts secured by this Deed of Trust under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Deed of Trust.

21. Additional Charges. Borrower agrees to pay any charges, costs, fees and expenses permitted by law in connection with the servicing of the Agreement, including the costs of obtaining tax searches and subordinations.

22. Waiver. You waive all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisement of the Property and relinquish all rights of curtesy and dower in the Property. No waiver by us at any time of any provision, agreement or covenant contained in this Deed of Trust or the Agreement will be deemed to be or construed as a waiver of any other provision, agreement or covenant or of the same provision, agreement or covenant at any other time.

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

24. Attorneys' Fees. Grantee 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 Grantee in any bankruptcy proceeding or on appeal.

25. Riders to this Deed of Trust. If one or more riders are executed by you and recorded together with this Deed of Trust, the covenants and agreements of each such rider will be incorporated into and will amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust.

Check applicable boxes:

☒ Condominium Rider

☐ 2-4 Family Rider

☐ Planned Unit Development Rider

☐ Second Home Rider

☒ DART Rider

☐ Other(s) (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.**

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust, or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

BY SIGNING BELOW, you accept and agree to the terms, agreements and covenants contained in this Deed of Trust and in any rider(s) executed by you and recorded with it.

Sandra Gutierrez

Sandra Gutierrez

11/04/2025

Date

534938971BC75D3F3BEE7DA84D09D749
C653371CB47EF8AD80627FC296684453
0BB9D248A412BB4DBC578403FC92C9FA
120504F7BCFAC518F718CC6505120678

This instrument contains the original electronic signature of the person executing the instrument and the original electronic signature of the officer before whom the acknowledgment was made on 11/04/2025 .

State of Nevada

County of Washoe

On this 4th day of November 2025, before me, Sydney Oliver (the undersigned notary public), Sandra Gutierrez personally appeared by means of an interactive two-way audio and video communication, proved to me through satisfactory evidence which were a government-issued identification credential, credential analysis and identity proofing, to be the person whose name is signed on the preceding or attached instrument, and who acknowledged to me that this person was the maker of the attached instrument and executed this instrument voluntarily as the free act of the person named in the instrument for its stated purpose.

This notarial act was performed using audio-video communication.



Signature of Notary Public



Sydney Oliver
NOTARY PUBLIC
STATE OF NEVADA
I.D. #24-2809-02
My Comm. Exp. Nov. 8, 2028

Audio-video signing and acknowledgment performed using the Figure CSP Notary Platform, as approved by the Nevada Secretary of State, and authorized by Regulation, LCB File No. R065-19, to Nevada Administrative Code Chapter 240 (Notaries Public).

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made on 11/04/2025, 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 Note ("Note") to Figure Lending LLC dba Figure ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

741 WESTPOINT PL # 35 ,
BURLINGTON, WA 98233

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Plat of Westpoint Condominium

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners association and the uses, proceeds and benefits of Borrower's interest.

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

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 5 of this 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 of 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, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the Condominium Project.

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Sandra Gutierrez

Sandra Gutierrez

11/04/2025

Date

534938971BC75D3F3BEE7DA84D09D749
C653371CB47EF8AD80627FC2966844530
BB9D248A412BB4DBC578403FC92C9FA
120504F7BCFAC518F718CC6505120678

Borrower

Loan Id: 1-25293-2381

Date: 11/04/2025

Gutierrez

ULI:254900UL88QFG0E40516125293238147

DART Phone: 1-888-488-9883

Or visit www.dartinc.io

DART Collateral Manager LLC RIDER
(DART Rider)

THIS DART COLLATERAL MANAGER LLC RIDER ("DART Rider") is made 11/04/2025, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

741 WESTPOINT PL # 35 BURLINGTON, WA 98233 ("Property Address");

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is Figure Lending LLC dba Figure. Lender's address is 650 S. Tryon Street, 8th floor, Charlotte, NC 28202. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"DART" is DART Collateral Manager LLC. DART is a separate company that is the Nominee for Lender and is acting solely for Lender. DART is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 32817, Charlotte, NC 28232, tel.1-888-488-9883. DART 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 foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "DART"

includes any successors and assigns of DART. This appointment shall inure to and bind DART, its successors and assigns, as well as Lender, until DART's Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.

B. TRANSFER OF RIGHTS IN THE PROPERTY

The section beginning "Transfer of Rights in the Property" section of the Security Instrument is amended to read as follows: 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 purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the county of SKAGIT County, WA : described on exhibit A attached hereto

which currently has the address of 741 WESTPOINT PL # 35 BURLINGTON, WA 98233 ("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 shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates DART as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on DART as the designated Nominee for Lender. Borrower understands and agrees that DART, 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.

C. NOTICES

Section 12 of the Security Instrument is amended to read as follows:

12. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this

Security Instrument 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 unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. 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 by notice to Borrower. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to DART as Nominee for Lender until DART's Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to DART until actually received by DART. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

Section 15 of the Security Instrument is amended to read as follows:

15. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. Lender acknowledges that until it directs DART to assign DART's Nominee interest in this Security Instrument, DART remains the Nominee for Lender, with the authority to exercise the rights of Lender. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information the Real Estate Settlement Procedures Act requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser. Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's

actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

E. SUBSTITUTE TRUSTEE

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

19. **Substitute Trustee.** In accordance with Applicable Law, Lender or DART 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.

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

Sandra Gutierrez

Sandra Gutierrez

11/04/2025

Date

534938971BC75D3F3BEE7DA84D09D749
C653371CB47EF8AD80627FC296684453
0BB9D248A412BB4DBC578403FC92C9FA
120504F7BCFAC518F718CC6505120678

This instrument contains the original electronic signature of the person executing the instrument and the original electronic signature of the officer before whom the acknowledgment was made on 11/04/2025 .

EXHIBIT A - PROPERTY LEGAL DESCRIPTION

THE FOLLOWING REAL PROPERTY IS SITUATED IN THE COUNTY OF SKAGIT,
STATE OF WASHINGTON, AND DESCRIBED FURTHER AS FOLLOWS:

Unit 35, "Plat of Westpoint Condominium", as recorded April 20, 2000 under Skagit
County Auditor's File No. 200004200062 and amended September 7, 2000 under
Auditor's File No. 200009070034.

Subject to: Schedule "B-1" attached hereto and made a part thereof.

Property Address: 741 WESTPOINT PL # 35, BURLINGTON, WA 98233

apn: P116743