

Requested by/Return to:
Title365(Omaha)
11010 Burdette Street
PO Box 641010
Omaha, NE 68164
Brian Keith Smith

Document Title: Deed of Trust
Grantor(s): Brian K Smith & Emily Smith
Grantee(s): Third Federal Savings and Loan
Assessor's Property Tax Parcel or Account Number:
P61981

ABBREVIATED LEGAL DESCRIPTION: LT 19, BIG LAKE WATER
FRONT TRACTS, . V 4
OF PLATS, PG 1 . SKAGIT COUNTY, WASHINGTON

[Space Above This Line For Recording Data]

SHORT FORM DEED OF TRUST
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is: June 15, 2023.

The parties and their addresses are:

GRANTOR: Brian K Smith and Emily Smith, Married To Each Other; 17835 W Big Lake Blvd, Mount Vernon, WA 98274

If checked, refer to the attached Addendum incorporated herein, for additional Trustees, their signatures and acknowledgments.

Trustee: Chicago Title Insurance Company, a Nebraska corporation

Lender: Third Federal Savings and Loan, 7007 Broadway Avenue, Cleveland, OH 44105
INCORPORATED IN THE STATE OF OHIO

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property: **See Attached Legal Description**

The property is located in SKAGIT County at 17835 W Big Lake Blvd , MOUNT VERNON, Washington 98274-8387 .

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$105,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).) **A Note, evidenced by the Home Equity Line of Credit, executed by Brian K Smith and Emily Smith in favor of Lender dated 06/15/23 in the Principal Amount of \$105,000.00 and with a Maturity Date of 06/15/53.**

B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced.



All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

5. DEED OF TRUST COVENANTS. Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Sections 5 through 22 of the Master Mortgage are incorporated into this Security Instrument by reference. Borrower acknowledges having received a copy of Master Form Deed of Trust and agrees to be bound by the Sections and paragraphs of the Master Form Deed of Trust incorporated into this Security Instrument.

"Master Form" means that certain Master Form Deed of Trust recorded in the Office of the Recorder on 6/19/17, in Book/Volume , at Page(s) or Recording-No. 201706190183 , for land situated in the County of SKAGIT , Washington.

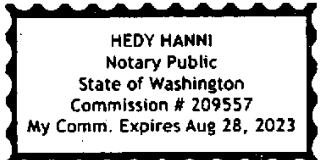
SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Brian K Smith 06/15/2023 (Date) Emily Smith 06/15/2023 (Date)

STATE OF WASHINGTON, County of Skagit
On this day personally appeared before me Brian K Smith and Emily Smith

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

GIVEN under my hand and official seal this 15th day of June, 2023.



Notary Public in and for the State of Washington, residing at 1214 N. Garden St., Bellingham, WA 98225. My commission expires on: 08/28/2023

Loan Origination Organization: Third Federal Savings and Loan Association of Cleveland, NMLS ID: 449401
Loan originator: Tenara Tyson , NMLS ID: 1757954

**Third Federal Savings and Loan
EXHIBIT 'A' - LEGAL DESCRIPTION**

Borrower Name: Brian K Smith & Emily Smith

Property Address: 17835 W Big Lake Blvd, Mount Vernon, WA, 98274-8387

Parcel ID: P61981 / Group ID: / Property Description:

All that certain lot, piece or parcel of ground situate, lying and being in the County of SKAGIT, State of WASHINGTON and more particularly described as follows: LOT 19, BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPT THAT PORTION OF THE NORTHERLY 17 FEET OF LOT 19, BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EASTERLY OF THE WESTERLY 225 FEET OF SAID LOT, AS MEASURED PARALLEL WITH THE NORTHERLY AND WESTERLY LINES OF SAID LOT 19, SITUATE IN SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL DESCRIPTION: LT 19, BIG LAKE WATER FRONT TRACTS, , V 4 OF PLATS, PG 1 , SKAGIT COUNTY, WASHINGTON.. Subject to restrictions, reservations, easements, covenants, oil, gas or mineral rights of record, if any

Being previously conveyed by Special Warranty Deed from FRANK ROSS LEE, INDIVIDUALLY, AND FRANK ROSS LEE AND SUSAN K. GORDNER, PERSONAL REPRESENTATIVES OF THE ESTATE OF ROBERTA LEE to BRIAN K. SMITH AND EMILY SMITH, HUSBAND AND WIFE, dated 08/13/2002, and recorded on 08/30/2002, at document reference 200208300112 in SKAGIT County, Washington.

Initials: MR ES

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