

RETURN DOCUMENT TO:Service Link1355 Cherrington PkwyMoon Township, PA 15108*Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047***DOCUMENT TITLE(S):****DEED OF TRUST****AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S)
BEING ASSIGNED OR RELEASED:**

Additional reference numbers can be found on page _____ of document.

GRANTOR(S):

JEAN A. PROCHASKA

Additional grantor(s) can be found on page _____
of document.**GRANTEE(S):****WEST CAPITAL LENDING, INC
TRUSTEE: CHICAGO TITLE INSURANCE COMPANY**Additional grantee(s) can be found on page _____
of document.**ABBREVIATED LEGAL DESCRIPTION:**SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON. LOT
36, EAGLEMONT PHASE 1A, ACCORDING TO THE PLAT THEREOF,
RECORDED IN VOLUME 15 OF PLATS, PAGES 130 THROUGH 146, RECORDS
OF SKAGIT COUNTY, WASHINGTON.

Additional legal(s) can be found on page _____ of document.

ASSESSOR'S 16-DIGIT PARCEL NUMBER:

4621-000-036-0005

Additional numbers can be found on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the
accuracy of the indexing information is that of the document preparer.

When Recorded Mail To:
**FIRST AMERICAN MORTGAGE
SOLUTIONS C/O NFTY
ATTN: MAIL STOP: 164-C
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402**

2007475192

[Space Above This Line For Recording Data]

DEED OF TRUST

PROCHASKA
Loan #: 220687850322158
MIN: 101415170000147047
MERS Phone: 1-888-679-6377
PIN: 4621-000-036-0005

Grantor(s): **JEAN A. PROCHASKA, SOLE TRUSTEE, OR HER SUCCESSORS IN TRUST,
UNDER THE JEAN A. PROCHASKA LIVING TRUST, DATED AUGUST 16 2019,**

Grantee(s): **WEST CAPITAL LENDING, INC.**

Trustee: **CHICAGO TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION**

ABBR. LEGAL DESCRIPTION:

LOT 36, EAGLEMONT PH 1A, VOL. 15, PGS. 130-146, SKAGIT COUNTY, WA.

Full legal description located on page 1 or 2.

THIS DEED OF TRUST, dated **SEPTEMBER 16, 2026**, is between **JEAN A. PROCHASKA, SOLE TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE JEAN A. PROCHASKA LIVING TRUST, DATED AUGUST 16 2019**, residing at **4920 NEW WOODS PL, MOUNT VERNON, WA 98274 US**, the person or persons signing as "Grantor(s)" below and hereinafter referred to as "we" or "us" and **CHICAGO TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION**, as trustee and hereinafter referred to as the "Trustee," with an address at **701 5TH AVENUE SUITE 1800, SEATTLE, WA 98104**, for the benefit of "Mortgage Electronic Registration Systems, Inc." ("MERS"), as nominee for **WEST CAPITAL LENDING, INC.**, its successors and assigns, (hereinafter "you" or "Lender"), with an address at P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, referred to as the "Beneficiary." The Lender has an address of **24 EXECUTIVE PARK SUITE 250, IRVINE, CA 92614**.

You have appointed MERS as your nominee for this Loan (as hereafter described), and attached a MERS Rider to this Security Instrument, to be executed by us, which further describes the relationship between you and MERS, and which is incorporated into and amends and supplements this Deed of Trust.

PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to the Trustee the Premises located at: **4920 NEW WOODS PL, MOUNT VERNON, SKAGIT, Washington 98274** (the "Premises") and further described as:
SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON. LOT 36, EAGLEMONT PHASE 1A, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15

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OF PLATS, PAGES 130 THROUGH 146, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON. ABBREVIATED LEGAL DESCRIPTION: LOT 36, EAGLEMONT PH 1A, VOL. 15, PGS. 130-146, SKAGIT COUNTY, WA. BEING THE SAME PROPERTY CONVEYED TO JEAN A. PROCHASKA, SOLE TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE JEAN A. PROCHASKA LIVING TRUST, DATED AUGUST 16 2019 FROM JEAN A. PROCHASKA, AN UNMARRIED PERSON, DATED 08/16/2019, RECORDED 08/22/2019, DEED INSTRUMENT NO. 201908220075, COUNTY OF SKAGIT AND STATE OF WASHINGTON.

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto. The Premises are not used principally for agricultural or farming purposes.

TERM: The maximum term of the Agreement is 40 years, including any renewals or extensions thereof.

LOAN: The Deed of Trust will secure your loan in the principal amount of \$260,000.00 or so much thereof as may be advanced and readvanced from time to time to **JEAN A PROCHASKA**, the Borrower(s) under the Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated **SEPTEMBER 16, 2026**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of **SEPTEMBER 16, 2046** and which has an initial variable interest rate of **9.050%**. This Deed of Trust will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our promises and agreements in this Deed of Trust, any extensions, renewals, amendments, supplements and other modifications of the Agreement, and any amounts advanced by you under the terms of the section of this Deed of Trust entitled "Our Authority To You." Loans under the Agreement may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage, grant and convey the Premises to the Trustee.

GRANTOR'S IMPORTANT OBLIGATIONS:

(a) PAYMENT AND PERFORMANCE: We will pay to you all amounts secured by this Deed of Trust as they become due, and shall strictly perform our obligations.

(b) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(c) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not conduct or permit any nuisance or waste on or to the Premises. We will not use the Premises illegally. If this Deed of Trust is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or

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covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(d) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Deed of Trust, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Agreement.

(e) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any deeds of trust that have priority to this Deed of Trust.

(f) **GOVERNMENTAL REQUIREMENTS:** We will comply with all laws, ordinances and regulations applicable to the use or occupancy of the Premises.

(g) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(h) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Deed of Trust, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Deed of Trust secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Deed of Trust. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Agreement plus the amount of any deeds of trust that have priority to this Deed of Trust.

(i) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials

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containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(j) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(k) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Agreement and this Deed of Trust may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Agreement and this Deed of Trust without losing your rights in the Premises.

REMOVAL OF IMPROVEMENTS: We shall not demolish or remove any improvements from the Premises without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS: We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Premises. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Premises are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.

DUTY TO PROTECT: We agree to neither abandon nor leave unattended the Premises. We shall do all other acts set forth above in this section, which from the character and use of the Premises are reasonably necessary to protect and preserve the Premises.

COMPLIANCE WITH LAWS: We warrant that the Premises and our use of the Premises complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

SURVIVAL OF PROMISES: All promises, agreements and statements we have made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

DEFAULT: Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Deed of Trust, you or the Trustee may, in accordance with applicable law, pursue and enforce any rights you or the Trustee have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Deed of Trust, invoke the power of sale conveyed hereunder and sell the Premises, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Premises is exhausted, whichever occurs first; (iii) enter on and take possession of the Premises; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Premises, including signing, canceling and changing

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leases; and (vi) seek appointment of a receiver for the Premises and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you or the Trustee may pursue and enforce, you or the Trustee may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Deed of Trust. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Premises at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Premises prior to the acquisition shall pass to you to the extent of the sums secured by this Deed of Trust immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents and/or the Trustee or the Trustee's agents arising out of or related to this Deed of Trust or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Deed of Trust and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

USE OF PREMISES: The Premises is not used principally for agricultural purposes.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Deed of Trust. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Deed of Trust will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Deed of Trust is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Deed of Trust, and provided any obligation to make further advances under the Agreement has terminated, this Deed of Trust and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at **WEST CAPITAL LENDING, INC., 24 EXECUTIVE PARK SUITE 250, IRVINE, CA 92614** or to such other address as you may designate by notice to us. Any notice provided for in this Deed of Trust shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Deed of Trust and provided your obligation to make further advances under the Agreement has terminated, the Trustee shall discharge this Deed of Trust without charge to us, except that we shall pay any fees for recording of a reconveyance of this Deed of Trust.

SEVERABILITY: If any provision in this Deed of Trust is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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GENERAL: You or the Trustee can waive or delay enforcing any of your rights under this Deed of Trust without losing them. Any waiver by you of any provisions of this Deed of Trust will not be a waiver of that or any other provision on any other occasion.

SUBSTITUTE TRUSTEE: Beneficiary may, from time to time, appoint a successor trustee by an instrument executed and acknowledged by Beneficiary and recorded in the county in which this Deed of Trust is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee with the same effect as if originally made Trustee hereunder.

RIDERS: The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|--|--|
| ☐ 1-4 Family Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☒ Planned Unit Development Rider | ☒ Other(s) [specify] INTER VIVOS REVOCABLE TRUST AS BORROWER ACKNOWLEDGEMENT, INTER VIVOS REVOCABLE TRUST RIDER, MERS RIDER | |

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENTS OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

MERGER: There shall be no merger of the interest or estate created by this Deed of Trust with any other estate or interest in the Premises at any time held by you or for your benefit without your written consent.

THIS DEED OF TRUST has been signed by each of us under seal on the date first above written.

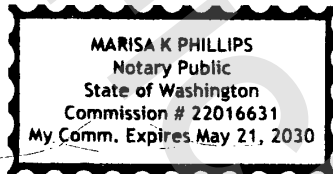
Jean A Prochaska, Individually and as Trustee
 JEAN A PROCHASKA, INDIVIDUALLY AND AS TRUSTEE OF THE JEAN A PROCHASKA LIVING TRUST UNDER TRUST INSTRUMENT DATED AUGUST 16, 2019 FOR THE BENEFIT OF THE JEAN A PROCHASKA LIVING TRUST - DATE -

*of the Jean A Prochaska Living Trust
 Instrument dated August 16, 2019.
 September 16, 2026*

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State of Washington
County of Skagit

This record was acknowledged before me on 16 September 2026 by
Jean A. Prochaska, Individually & as Trustee



Marisa K. Phillips
Notary Public Marisa K. Phillips

My Commission Expires: 05.21.2030

Prepared By:
FIRST AMERICAN MORTGAGE SOLUTIONS C/O NFTY
MAIL STOP: 164-C
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER
(MERS Rider)

PROCHASKA

Loan #: 220687850322158

MIN: 101415170000147047

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **16TH** day of **SEPTEMBER, 2026**, 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 Agreement to **WEST CAPITAL LENDING, INC.** ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

4920 NEW WOODS PL, MOUNT VERNON, WA 98274

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

As used in the Security Instrument, the following terms refer to the following entities:

"Lender" and "you" are **WEST CAPITAL LENDING, INC.** Lender is a **CORPORATION** organized and existing under the laws of **CALIFORNIA**. Lender's address is **24 EXECUTIVE PARK SUITE 250, IRVINE, CA 92614**. Lender is the beneficiary under this Security Instrument. The term "Lender" and "you" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. 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. MERS is appointed as the Nominee for Lender to exercise the rights, duties and

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

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

B. TRANSFER OF RIGHTS IN THE PROPERTY

This Deed of Trust secures to you: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Agreement; (ii) the performance of our covenants and agreements under this Deed of Trust and the Agreement.

You, as the beneficiary under this Deed of Trust, designate MERS as your Nominee. Any notice required by Applicable Law or this Deed of Trust to be served on you must be served on MERS as your designated Nominee. We understand and agree that MERS, as your designated Nominee, has the right to exercise any or all interest granted by us to you, including, but not limited to, the right to foreclose and sell the Property; and to take any action you require including, but not limited to, assigning and releasing this Deed of Trust, and substituting a successor trustee.

C. NOTICES

The Clause entitled "NOTICE" is amended to read as follows:

NOTICE: All notices given by us or you in connection with this Deed of Trust must be in writing. Any notice to us in connection with this Deed of Trust shall be deemed to have been given to us when mailed by first class mail or when actually delivered to our notice address if sent by other means. Notice to any of us shall constitute notice to all of us unless applicable law expressly requires otherwise. The notice address shall be the address(es) of the Property unless we have designated a substitute notice address by notice to you. We shall promptly notify you of our change of address. If you specify a procedure for reporting our change of address, then we shall only report a change of address through that specified procedure. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to you shall be given by delivering it or by mailing it by first class mail to your address stated herein unless you have designated another address by notice to us. We acknowledge that any notice we provide to you must also be provided to MERS as your Nominee until MERS' Nominee interest is terminated. Any notice provided by us in connection with this Deed of Trust will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Deed of Trust shall not be deemed to have been given to you until actually received by you. If any notice required by this Deed of Trust is also required under applicable law, the requirements of applicable law will satisfy the corresponding requirement under this Deed of Trust.

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

The Agreement or a partial interest in the Agreement (together with this Deed of Trust) can be sold one or more times without prior notice to us. You acknowledge that until you direct MERS to assign MERS's

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Nominee interest in this Deed of Trust, MERS remains your Nominee, with the authority to exercise your rights. A sale might result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Agreement and this Deed of Trust and performs other mortgage loan servicing obligations under the Agreement, this Deed of Trust, and applicable law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Agreement. If there is a change of the Loan Servicer, we 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 RESPA requires in connection with a notice of transfer of servicing. If the Agreement is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Agreement, the mortgage loan servicing obligations to us will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Agreement purchaser unless otherwise provided by the Agreement purchaser.

Neither us nor you 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 Deed of Trust or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Deed of Trust, until we or you have notified the other party (with such notice given in compliance with the requirements of this Deed of Trust) 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. The notice of acceleration and opportunity to cure given to us, and the notice of acceleration given to us, pursuant to the provisions of the Deed of Trust shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this part.

E. SUBSTITUTE TRUSTEE

The section entitled "SUBSTITUTE TRUSTEE" is amended to read as follows:

SUBSTITUTE TRUSTEE. In accordance with applicable law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder. 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 MERS Rider.

Jean A. Prochaska, Individually and as
JEAN A PROCHASKA, INDIVIDUALLY AND AS TRUSTEE OF THE JEAN A PROCHASKA
LIVING TRUST UNDER TRUST INSTRUMENT DATED AUGUST 16, 2019 FOR THE
BENEFIT OF THE JEAN A PROCHASKA LIVING TRUST - DATE -
Trustee of the Jean A Prochaska
living Trust under trust instrument
dated August 16, 2019.
September 16, 2026

HELOC MERS RIDER

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**INTER VIVOS REVOCABLE TRUST AS BORROWER
- ACKNOWLEDGMENT**

PROCHASKA

Loan #: 220687850322158

MIN: 101415170000147047

BY SIGNING BELOW, the undersigned, Settlor(s) of the **THE JEAN A PROCHASKA LIVING TRUST** under trust instrument dated **AUGUST 16, 2019**, for the benefit of **THE JEAN A PROCHASKA LIVING TRUST**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Jean A. Prochaska *September 16, 2026*
- REVOCABLE TRUST SETTLOR - JEAN A PROCHASKA - DATE -
Revocable trust settlor

INTER VIVOS REVOCABLE TRUST RIDER**PROCHASKA**

Loan #: 220687850322158

MIN: 101415170000147047

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The **THE JEAN A PROCHASKA LIVING TRUST** created under trust instrument dated **AUGUST 16, 2019**, for the benefit of **THE JEAN A PROCHASKA LIVING TRUST**.

(B) "Revocable Trust Trustee(s)." **JEAN A PROCHASKA**, trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **JEAN A PROCHASKA**, settlor(s) of the Revocable Trust signing below.

(D) "Lender." **WEST CAPITAL LENDING, INC..**

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

4920 NEW WOODS PL, MOUNT VERNON, WA 98274.

[Property Address]

THIS REVOCABLE TRUST RIDER is made this **16TH** day of **SEPTEMBER, 2026**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

220687850322158

further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trust is an *inter vivos* revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to the Lender that (i) the Revocable Trust is validly created under the laws of the State of **WASHINGTON**; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of **WASHINGTON**; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Revocable Trust Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

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to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 16 of the Security Instrument is amended in its entirety to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trust.

As used in this Section 16, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If, without the Lender's prior written consent, (i) all or any part of the Property or an Interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal Law.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) and other undersigned individual(s), if any, accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

Jean A Prochaska, Individually and as
 JEAN A PROCHASKA, INDIVIDUALLY AND AS TRUSTEE OF THE JEAN A
 PROCHASKA LIVING TRUST UNDER TRUST INSTRUMENT DATED AUGUST 16,
 2019 FOR THE BENEFIT OF THE JEAN A PROCHASKA LIVING TRUST - DATE
trustee of the Jean A Prochaska
living trust under trust instrument
dated August 16, 2019.
September 16, 2026

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

EX 21131.63

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BY SIGNING BELOW, the undersigned, Settlor(s) of the **THE JEAN A PROCHASKA LIVING TRUST** under trust instrument dated **AUGUST 16, 2019**, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Jean A. Prochaska, trust settlor
TRUST SETTLOR - JEAN A PROCHASKA - DATE -

September 16, 2026

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

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PLANNED UNIT DEVELOPMENT RIDER**PROCHASKA**

Loan #: 220687850322158

MIN: 101415170000147047

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **16TH** day of **SEPTEMBER, 2026**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Agreement to **WEST CAPITAL LENDING, INC.**, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4920 NEW WOODS PL, MOUNT VERNON, WA 98274

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS, AND RESTRICTIONS AS AMENDED FROM TIME TO TIME** (the "Declaration"). The Property is a part of a planned unit development known as

EAGLEMONT

[Name of Planned Unit Development]

(the "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 (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. 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

MULTISTATE PUD RIDER--Single Family--HELOC**EX** 20386.16**Form CUSTOM 1/19** (page 1 of 3 pages)

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pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property 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, earthquakes and floods, for which Lender requires insurance, then Borrower's obligation under the INSURANCE Section to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property 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.

C. 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.

D. 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 the CONDEMNATION Section.

E. 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 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.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph 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 Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Jean A. Prochaska, Individually and as
JEAN A PROCHASKA, INDIVIDUALLY AND AS TRUSTEE OF THE JEAN A
PROCHASKA LIVING TRUST UNDER TRUST INSTRUMENT DATED AUGUST 16,
2019 FOR THE BENEFIT OF THE JEAN A PROCHASKA LIVING TRUST - DATE
trustee of the Jean A. Prochaska
living trust under trust instrument
dated August 16, 2019.
September 16, ~~2026~~ 2026
JAP