

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0247533-16

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

MSR Communities, LLC

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
701 5th Avenue, Suite 2700
Seattle, WA 98104

Countersigned By:

Kathleen J Hall
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:

Title Officer: Seattle Builder / Unit 16
 Chicago Title Company of Washington
 701 5th Avenue, Suite 2700
 Seattle, WA 98104
 Phone: (206)628-5623
 Main Phone: (206)628-5623
 Email: CTISeattleBuilderUnit@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.88

Effective Date: October 7, 2022 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

MSR Beachwood 2, LLC, a Washington limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 011410-0843-02

LOT 1, KING COUNTY SHORT PLAT NUMBER 579054, RECORDED UNDER RECORDING NUMBER 7909170785, BEING A PORTION OF LOT 27, BLOCK 13, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS, PAGE(S) 4, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SCHEDULE B**GENERAL EXCEPTIONS:**

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

SPECIAL EXCEPTIONS:

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Alderwood Manor No. 14:

Recording No: Volume 26, Page 4

2. Reservations of oil, coal, gas and minerals and/or mineral rights of any nature, and right of entry to explore same, contained in the deed

Grantor: Puget Mill Company, a corporation
Recording Date: July 28, 1931
Recording No.: 2683240

NOTE: This exception does not include present ownership of the above mineral rights.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Owners and future owners
Purpose: Ingress and egress
Recording Date: July 10, 1941
Recording No.: 3177225
Affects: Northerly portion

4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on King County Short Plat:

Recording No: 7909170785

5. Notice of Adoption of Sewer and Water Facilities Charges, and the terms and conditions thereof:

Recording Date: July 30, 1992
Recording No.: 9207300895

SCHEDULE B

(continued)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Energy, Inc., a Washington corporation

Purpose: Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all the foregoing

Recording Date: April 26, 2007

Recording No.: 20070426000770

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 20080701900001

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 20141120900002

9. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2022
 Tax Account Number: 011410-0843-02
 Levy Code: 1442
 Assessed Value-Land: \$345,000.00
 Assessed Value-Improvements: \$137,000.00

General and Special Taxes: Billed: \$5,480.12
 Paid: \$5,480.12
 Unpaid: \$0.00

SCHEDULE B

(continued)

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$57,000.00
 Dated: December 7, 2001
 Trustor/Grantor: Philip J. McNamee, an unmarried individual as his separate estate
 Trustee: Lawyers Title Agency of Washington
 Beneficiary: Cascade Bank
 Loan No: 5001100483
 Recording Date: December 11, 2001
 Recording No.: 20011211001551

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Anchor Mutual Savings Bank, dba Anchor Bank A Washington State Chartered Mutual Savings Bank
 Recording Date: December 27, 2005
 Recording No: 20051227000521

Said Deed of Trust appears to be paid in full. However, the Company finds no evidence of a recorded Deed of Reconveyance.

END OF EXCEPTIONS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

LT 1, KC SP NO 579054, REC NO 7909170785, BEING PTN LT 27, BLK 13, ALDERWOOD MANOR NO. 14
 Tax Account No.: 011410-0843-02

Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

17715 80th Ave NE
 Kenmore, WA 98028

END OF NOTES**END OF SCHEDULE B**

When recorded return to:

MSR Beachwood 2 LLC, a Washington limited
liability company
18232 Bothell Everett Hwy # 310
Bothell, WA 98012

Insured By Chicago title 0202168-04

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

3002 Colby Ave., Suite 200
Everett, WA 98201

Escrow No.: 500116278

STATUTORY WARRANTY DEED

THE GRANTOR(S) Philip J. McNamee, an unmarried man

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration
in hand paid, conveys, and warrants to MSR Beachwood 2 LLC, a Washington limited liability company

the following described real estate, situated in the County of King, State of Washington:

LOT 1, KING COUNTY SHORT PLAT NUMBER 579054, RECORDED UNDER RECORDING
NUMBER 7909170785, BEING A PORTION OF LOT 27, BLOCK 13, ALDERWOOD MANOR NO.
14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS, PAGE(S) 4,
IN KING COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 011410-0843-02

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STATUTORY WARRANTY DEED
(continued)

Dated: August 26, 2022

Philip J. McNamee
Philip J. McNamee

State of Washington
County of Snohomish

This record was acknowledged before me on 9/9/2022 by

Philip J. McNamee
Sharon E. Schoover

(Signature of notary public)

Notary Public in and for the State of WA

My commission expires: 9-4-26

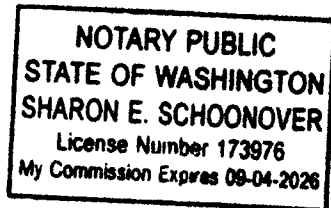


EXHIBIT "A"
Exceptions

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Alderwood Manor No. 14:
Recording No: Volume 26 Page 4
2. Reservations of oil, coal, gas and minerals and/or mineral rights of any nature, and right of entry to explore same,
contained in the deed
Grantor: Puget Mill Company, a corporation
Recording Date: July 28, 1931
Recording No.: 2683240
NOTE: This exception does not include present ownership of the above mineral rights.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
In favor of: Owners and future owners
Purpose: Ingress and egress
Recording Date: July 10, 1941
Recording No.: 3177225
Affects: Northerly Portion
4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of King County Short Plat:
Recording No: 7909170785
5. Notice of Adoption of Sewer and Water Facilities Charges and the terms and conditions thereof:
Recording Date: July 30, 1992
Recording No.: 9207300895
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Puget Sound Energy, Inc., a Washington corporation Purpose: Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or

EXHIBIT "A"

Exceptions
(continued)

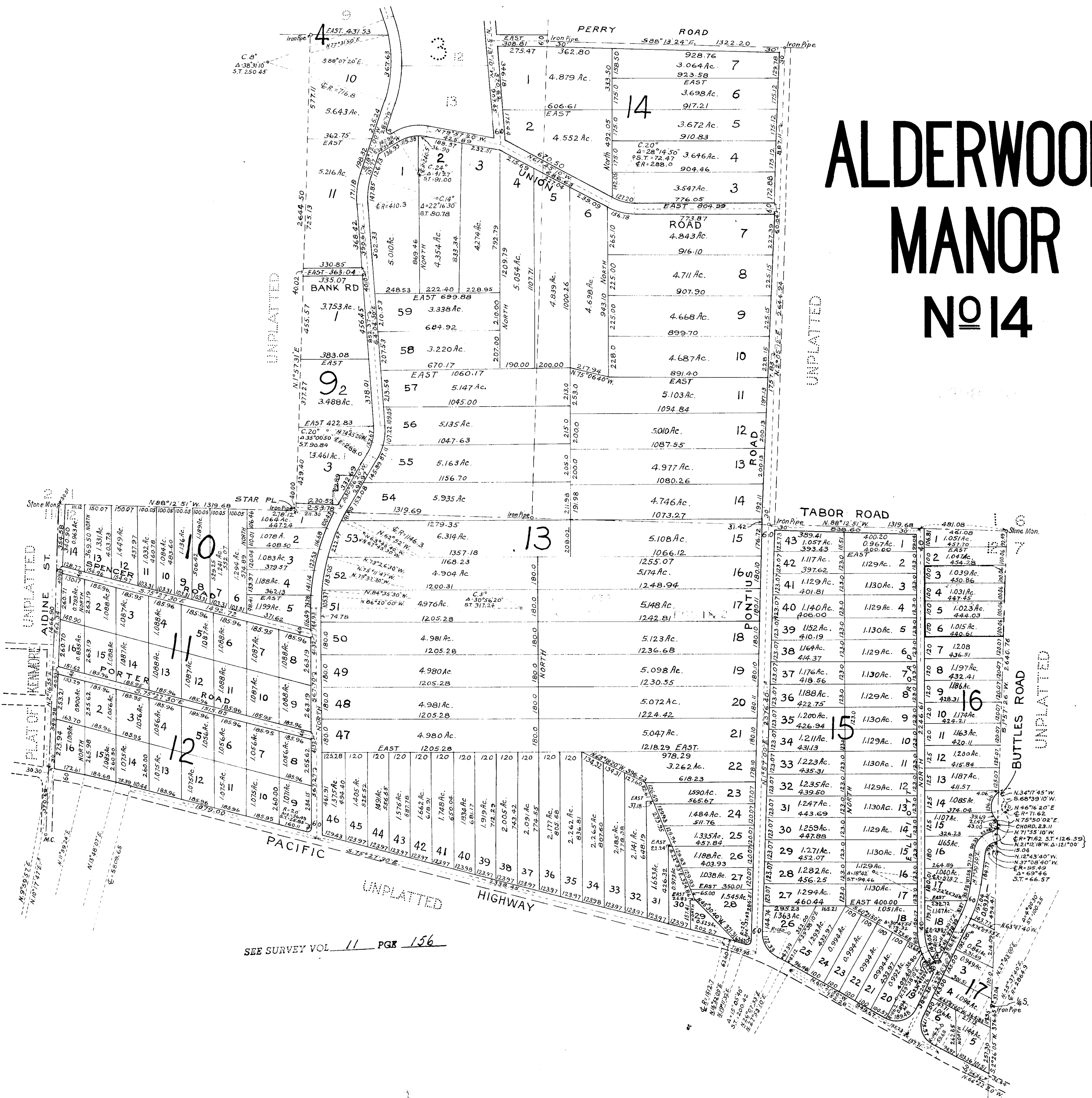
appurtenances necessary or convenient to any or all the foregoing

Recording Date: April 26, 2007

Recording No.: 20070426000770

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:
Recording No: 20080701900001
8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:
Recording No: 20141120900002
9. City, county or local improvement district assessments, if any.
10. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

ALDERWOOD MANOR NO 14

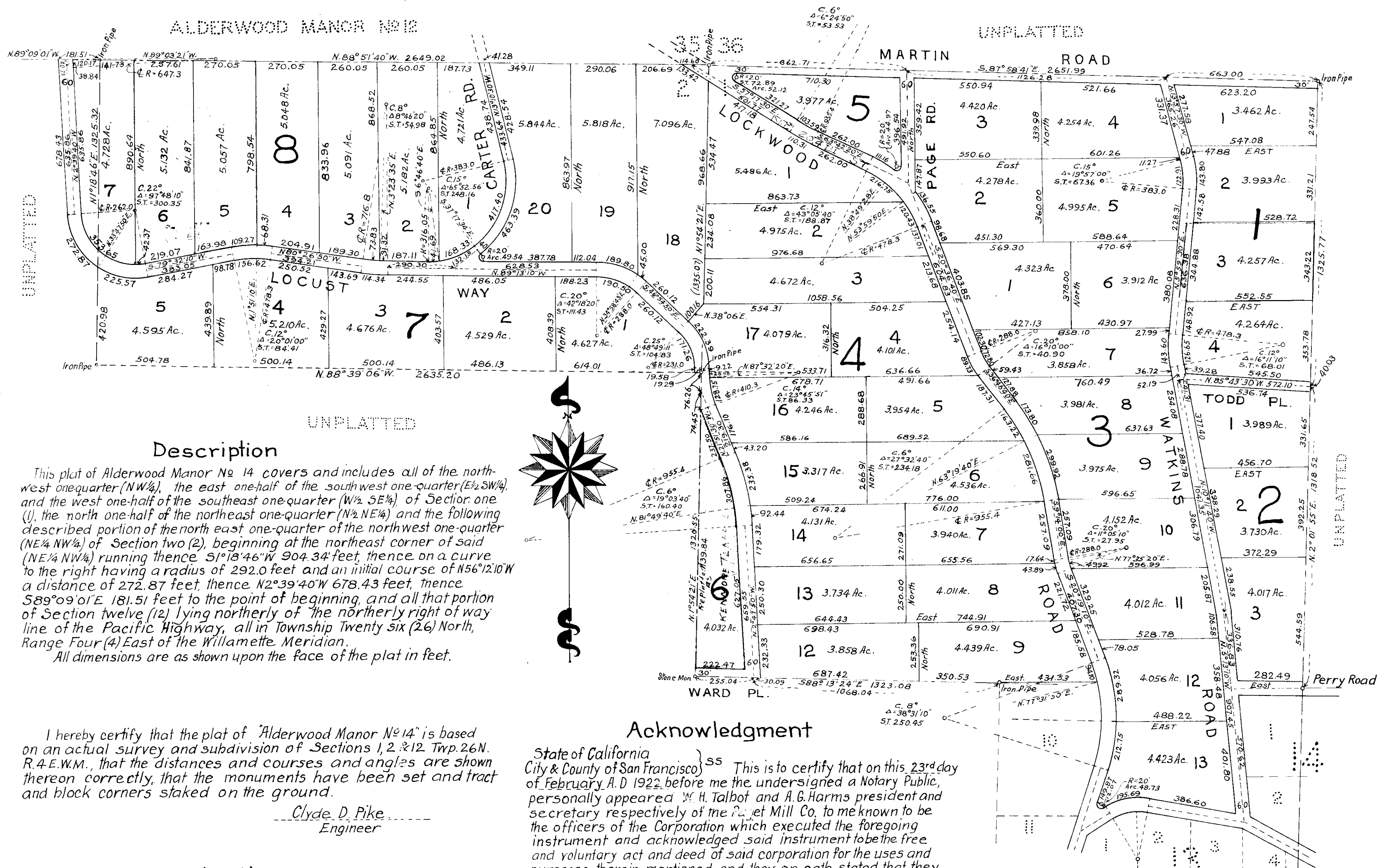


SEE SURVEY VOL. 11 PAGE 156

ALDERWOOD MANOR No 14

Clyde D. Pike Engr.

Scale 1 inch = 300 feet



Description

This plat of Alderwood Manor No 14 covers and includes all of the north-west one-quarter (NW $\frac{1}{4}$), the east one-half of the south-west one-quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$), and the west one-half of the southeast one-quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section one (1), the north one-half of the northeast one-quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) and the following described portion of the north east one-quarter of the north west one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section two (2), beginning at the northeast corner of said (NE $\frac{1}{4}$ NW $\frac{1}{4}$) running thence S1°18'46"W 904.34 feet, thence on a curve to the right having a radius of 292.0 feet and an initial course of N56°12'10"W a distance of 272.87 feet, thence N2°39'40"W 678.43 feet, thence S89°09'01"E 181.51 feet to the point of beginning, and all that portion of Section twelve (12) lying northerly of the northerly right of way line of the Pacific Highway, all in Township Twenty six (26) North, Range Four (4) East of the Willamette Meridian.

All dimensions are as shown upon the face of the plat in feet.

I hereby certify that the plat of 'Alderwood Manor No 14' is based on an actual survey and subdivision of Sections 1, 2 & 12 Twp. 26N. R. 4E.W.M., that the distances and courses and angles are shown thereon correctly, that the monuments have been set and tract and block corners staked on the ground.

Clyde D. Pike
Engineer

Dedication

Know all men by these presents that the Puget Mill Co., a Corporation organized and existing under the laws of the State of California and having its principal place of business in the City of San Francisco, owner in fee simple of the tract of land platted in this 'Alderwood Manor No 14' hereby declare this plat and dedicate to the use of the public forever all the roads and ways shown hereon, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts and fills upon the tracts and blocks shown upon this plat in the reasonable original grading of roads and ways shown hereon.

In witness whereof we have hereunto set our hands and seals this 17th day of Feb., A.D. 1922

In presence of
C.E. Helms
John W. King



Puget Mill Co.
W.H. Talbot
President
A.G. Harms
Secretary



Acknowledgment

State of California }
City & County of San Francisco } ss This is to certify that on this 23rd day of February A.D. 1922, before me the undersigned a Notary Public, personally appeared W.H. Talbot and A.G. Harms president and secretary respectively of the Puget Mill Co., to me known to be the officers of the Corporation which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and they on oath stated that they were authorized by said corporation to execute said instrument and that the seal of said corporation thereto affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and official seal the day and year first above written.

James Mason
Notary Public in and for the State of California
residing at San Francisco.
My Commission will expire December 4, 1923.

Examined and approved this 18th day of April A.D. 1922.
By Thomas D. Hunt, Deputy
Thomas R. Beeman
County Engineer

Examined and approved this 18 day of April A.D. 1922.
Attest D.E. Ferguson
Clerk of Board of County Commissioners.
By J.W. Dutton
Deputy
Claude C. Ramsay
Chairman, Board of County Commissioners.

Filed for record at the request of County Engineer this 18 day of April A.D. 1922 at 3:00 minutes past 3 o'clock P.M., and recorded in Vol. 26 of Plats page 4 records of King County, Washington.

By _____ Deputy
County Auditor
Thomas H. Carder
Draftsman.

Cont and Assmt Jul 28 31
May 15 22
Puget Mill Company, a corp
to W L Weppler Seattle Wn

2683240

X
1510
16

fp will sell and sp buy flg des pty:

Tract 26 & 27, blk 13, in Alderwood Manor No 14, kow

For \$1336. with int 7% pa & of wh \$50 has bnpd and remainder pable not less than \$130 on the 1st of ea mo com Jun 1 22, with int inc in sd mthly payts

Sp to pay all taxes and assmts levied or assd agst sd pty from dt hof Fp reserves unto itsself and its sa the right to improve Swamp Creek and its tributaries by cleaning, deepening, straightening, widening and/or in any manner affecting or changing the natural chan nels, and course of sd stream for the purpose of draining land in the Plat of Alderwood Manor No 14 through wh the sd stream flows; tgw the right of entry into and upon any and all tts in the Plat or any part thof wh in its judt is affected by sd Swamp Creek and its tributaries or deemed necessary for the improvement of sd stream, all expense of improveing sd stream to be borne by fp

Sp to keep bldgs thon fully ins

To be cyd by WD excluding from the warranties of sd dd any and all unpd taxes and assmts and any and all liens incumbances charges liabilities and claims of whatsoever kind arising created, permitted or imposed upon sd pty after dt hof

Provides that fp may tender dd and sp accepts dd gives note and mtg for unpd bal on cont

Not assible ~~by~~ without the written consent of fp

Time is the essence and forfeiture provisions

In wit wh the parties hr to hv set their hands and seals in duplicate

Puget Mill Company

By E G Ames Its Manager

X W L Weppler

(corpsl omitted)

Approved W A Irvin Sales ~~xx~~ Agent

(not ackd)

Assmt

X

(corpsl omitted) By E G Ames Its Manager
Approved W A Irvin Sales ~~xx~~ Agent X W L Weppler
(not ackd)

Assmt
I WL Weppler and Laura Weppler hwf for and in con of \$500 pd by
Charles A Morris and Clara Emma Morris, hwf of Bothell, kcw, dohby as
and trasf all rt title int and claim in the within cont unto sd ~~xxxx~~
Charles A Morris and Clara Emma Morris, hus and wf, haf subj to the
approval hin of the seller named insd cont, and sd assignee assumes
and agree to carryout and perform all the terms and provisions thof
on the pt of sp
dtd Jul 23 30

W L Weppler
Laura Weppler

In con of the assmt to us of the org cont and suppl cont and of the
within cont we hby agree to all the provisions thof
dtd Jul 23 30

Charles A Morris
Clara Emma Morris

kcw Jul 23 30 by W L Weppler and Laura Weppler hwf and Charles A
Morris and Clara Emma Morris, hwf bf Ned Roney npw nres t s (NS Oct
3 33)

The frg assmt is hby approved Sept 3 30

Puget Mill Company
By Geo. W Johnson Ladd Agent

Approved F C Talbot Sales Agent.

ml cash a morris bothell R 2
dnc

D Jul 10-41

Jul 9-41 \$900. \$1.10 irsx \$1. set

Charles A. Morris and Clara Emma Morris, h&w
to A.P. Blenkner and Samantha May Blenkner, h&w
Fp cy and wrr to sp the fdre in kcw

Lot 26 Blk 13 of Alderwood Manor No 14 as per vol 26 of plats pg
4 rec of kc togethr with an esmt for ingress and egress over, across
and upon a strip of ld of uniform width of 10 ft alg the N ln of
Lot 27 in sd Blk 13 (measured at rt angles to the N ln of sd Lot 27
and extending betw the Ely ln of sd Lot 27 and a ln drawn plt and
50 ft dist ely from the W ln of sd lot 27)

The stors reserve and ~~hwy~~ the stees hby ~~egress~~ grant to the stors
their ha an esmt for ingress and egress over, across and upon
a strip of ld of uniform width of 10 ft alg the S ln of Lot 26
(measured at rt angles to sd S ln and extending betw the E ln of
sd Lot 26 and a ln drawn plt and 50 ft dist ely from the W ln of
sd Lot 26)

The prop hin des is cyed subj to

1. Rt of the pub to make all nec slopes for cuts and fills as
granted in the dedication of sd plat.

2. Rsvn as expressed in inst rec in vol 1510 of deeds pg 16
under file No 2683240.

~~Edna~~ Clara Emma Morris

Charles A. Morris

kow Jul 9-41 by Charles A. Morris and Clara Emma Morris, h&w bef
C.W. Bryant np for sw res at s ds Oct 15-44 (ML PSTICO)

(S)

362 3177225

500

SHORT PLAT NO 579054

S. 12 T. 26 R. 4

KING COUNTY, WASHINGTON

SEP-17-79 124301 7909170785 D KF

This space reserved for recorder's use

APPROVAL

Department of Planning and Community Development
Building and Land Development Division

Examined and approved this 12 day of

September, 19 79

Edward B. Sand
Manager, Building & Land Development Division

Department of Public Works

Examined and approved this 24 day of

August, 19 79

Paul C. Hooper P.E.
Director

Department of Assessments

Examined and approved this 10 day of

SEPTEMBER, 19 79

HARLEY H. HOPPE
Assessor
McMurtre
Deputy Assessor pt

Filed for record at the request of:

Clara E. Haas
Name

Return to:
Building & Land Development
450 KC Administration Bldg
Seattle, Washington 98104

LEGAL DESCRIPTION

TOTAL AREA:

Lot 27, in Block 13 of Alderwood Manor # 14, as per plat recorded in Volume 26 of plats, on page 4, records of King County, together with an easement for ingress and egress over, across, and upon a strip of land of uniform width of 10 feet along the South line of Lot 26, Block 13, (measured at right angles to said South line and extending between the east line of said Lot 26 and a line drawn parallel to and 50 feet distant easterly from the West line of said Lot 26.) Also subject to an easement for ingress and egress over, across and upon a strip of land of uniform width of 10 feet along the North line of said Lot 27, in Block 13, (measured at right angles to the North line of said Lot 27 and extending between the Easterly line of said Lot 27 and a line drawn parallel to and 50 feet distant easterly from the West line of said Lot 27.) Easements recorded under Auditors File No. 3177225. These Easements will provide the minimum 20 feet private road requirement. This private road will serve only Lot 2 of this short plat at present.

Subject to covenants, conditions and restrictions recorded under Auditor's File No. 2683240.

011410-0841
- 0842
SW 1/4 of NE 1/4
12-26-04

NE 12-26-4

Map on File in Vault

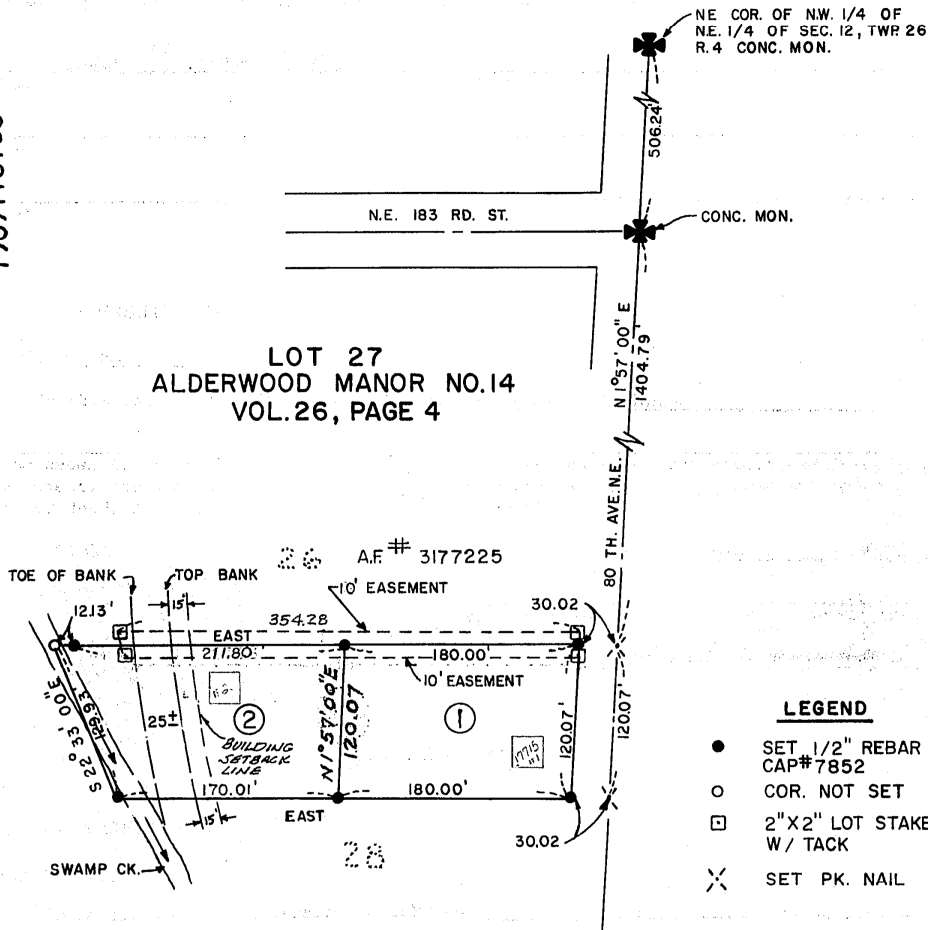
RECORDED THIS DAY
SEP 17 2 22 PM '79
BY THE DIVISION OF
RECORDS & ELECTRONICS
KING COUNTY

9
17
79

No building, fill, or obstruction shall be allowed west of the building setback line, unless approved by the Hydraulics Division of the King County Public Works Department.

7909170785

LOT 27
ALDERWOOD MANOR NO.14
VOL.26, PAGE 4



WARNING: King County has no responsibility to build, improve, maintain or otherwise service the private roads contained within or providing service to the property described in this short plat.

Land Surveyor's Certificate:

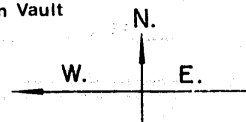
This short plat correctly represents a survey made by me or under my direction in conformance with the requirements of appropriate state and county statute and ordinance.

6-1-79
Date

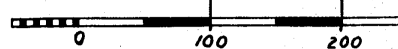
[Signature]

Map on File in Vault

Direction:



Scale: 1" = 100'



Certificate No: 7852

Short Plat No. 579054



9
17
79

DECLARATION:

Know all men by these presents that we, the undersigned, owner(s) in fee simple [and contract purchaser(s)] of the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of same, and that said short subdivision is made with the free consent and in accordance with the desire of the owner(s). In witness whereof we have set our hands and seals.

Clara E. Haas _____
Name Name

Name Name

Name Name

7909170785

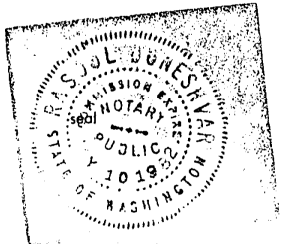
9
17
79

STATE OF WASHINGTON }
County of King } ss.

On this day personally appeared before me Clara E. Haas

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of June, 1979.



Notary Public in and for the State of Washington,
residing at Seattle Rasool Donashian

STATE OF WASHINGTON }
County of _____ } ss.

On this day personally appeared before me _____

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public in and for the State of Washington,
residing at _____

seal

Filed for Record at Request of:

Northshore Utility District
18120 68th Avenue NE
Bothell, WA 98011

**NOTICE OF ADOPTION OF
SEWER AND WATER FACILITIES CHARGES**

Northshore Utility District (previously known as the Northeast Lake Washington Sewer and Water District) hereby gives notice of the adoption of certain sewer and water facilities connection charges pursuant to Resolution No. 1991-11-11 adopted by the Board of Commissioners on the 4th day of November, 1991, applicable to the areas of the legal description attached hereto as Exhibit "A".

D. A. Ellis, Secretary
Board of Commissioners
Northshore Utility District

9207300895

920730-0895 10:54:00 AM KING COUNTY RECORDS 009 EB 14.00

DESCRIPTION OF CORPORATE BOUNDARIES OF
NORTHSHORE UTILITY DISTRICT

January, 1991

This description encompasses portions of Sections 1, 2, 3, 4, 11, 12, 13, 14, 23, 24, 25, 26 and 36 in Township 26 North, Range 4 East, W.M., and of Sections 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 27, 28, 29, 30, 31, 33, and 34 in Township 26 North, Range 5 East, W.M., situate in King County, Washington, being more particularly described as follows:

Beginning at the northwest corner of said Section 6, Township 26 North, Range 5 East W.M.;

Thence easterly along the north line thereof to the east line of the NW 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of said Section 6;

Thence southerly along said east line to the north line of the SE 1/4 of the NW 1/4 of the NE 1/4 of the NW 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line to the east line of the W 1/2 of the SW 1/4 of the NE 1/4 of the NW 1/4 of said Section 6;

Thence southerly along said east line and the east line of the W 1/2 of the NW 1/4 of the SE 1/4 of the NW 1/4 of said Section 6 to a point of intersection with the north line of the S 1/2 of the SE 1/4 of the NW 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the north line of the N 1/2 of the NW 1/4 of the NW 1/4 of the SE 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the north line of the SW 1/4 of the NE 1/4 of the NW 1/4 of the SE 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to a point of intersection with the north line of the SE 1/4 of the NW 1/4 of the SE 1/4 of said Section 6;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line and the east line of the SW 1/4 of said SE 1/4 of said Section 6 to the south line thereof;

Thence westerly along said south line, 328.5 feet, more or less, to a point on the westerly line of the City Limits of the City of Bothell as it existed prior to the year 1955 A.D.;

Thence southerly along said westerly line to the intersection with the south line of the NE 1/4 of said Section 7, Township 26 North, Range 5 East, W.M.;

Thence westerly along said south line, 1,095 feet, more or less, to the east line of the SW 1/4 of said Section 7;

Thence southerly along said east line and the east line of the NE 1/4 of the NW 1/4 of Section 18, Township 26 North, Range 5 East, W.M., to the north line of the S 1/2 of the NE 1/4 of said Section 18;

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PROPERTY OF THE DISTRICT

Thence easterly along said north line and the north line of the SW 1/4 of the NW 1/4 of Section 17, Township 26 North, Range 5 East, W.M., to the point of intersection with the west line of the E 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4 of said Section 17;

Thence northerly along said west line and the west line of the E 1/2 of the E 1/2 of the SW 1/4 of the SW 1/4 of Section 8, Township 26 North, Range 5 East, W.M., to the north line thereof;

Thence easterly along said north line, the north line of the SE 1/4 of the SW 1/4 of said Section 8 and the north line of the SW 1/4 of the SE 1/4 of said Section 8 to the east line thereof;

Thence southerly along said east line to the north line of the NE 1/4 of the NE 1/4 of Section 17, Township 26 North, Range 5 East W.M.;

Thence easterly along said north line to the west line of the SW 1/4 of the SW 1/4 of Section 9, Township 26 North, Range 5 East, W.M.;

Thence northerly along said west line to the north line thereof;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line and the east line of the W 1/2 of the NW 1/4 of Section 16, Township 26 North, Range 5 East, W.M., and the east line of the W 1/2 of the SW 1/4 of said Section 16 to the north line of the NE 1/4 of the NW 1/4 of Section 21, Township 26 North, Range 5 East, W.M.;

Thence easterly along said north line to the west line of the SW 1/4 of the SE 1/4 of Section 16, Township 26 North, Range 5 East, W.M.;

Thence northerly along said west line to the north line thereof;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the north line of the N 1/2 of the NW 1/4 of the NE 1/4 of the NE 1/4 of said Section 21, Township 26 North, Range 5 East, W.M.;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to the north line of the W 1/2 of said SW 1/4 of the NE 1/4 of the NE 1/4 of the NE 1/4 of said Section 21;

Thence easterly along said north line to the east line thereof;

Thence southerly along said east line to a point of intersection with the north line of the SE 1/4 of the NE 1/4 of the NE 1/4 of said Section 21;

Thence easterly along said north line to the east line of the W 1/2 of the E 1/2 of the SE 1/4 of said NE 1/4 of the NE 1/4 of said Section 21;

Thence southerly along said east line to a point of intersection with the north line of the east 605 feet of the north 330 feet of the SE 1/4 of said NE 1/4 of said Section 21;

Thence westerly along said north line to the west line thereof;

Thence southerly along said west line to the south line thereof;

Thence easterly along said south line to a point of intersection with the east line of the W 1/2 of the E 1/2 of the SE 1/4 of the NE 1/4 of said Section 21;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line to the east line of the W 1/2 of the NE 1/4 of the SE 1/4 of said Section 21;

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QUALITY OF THE DOCUMENT.
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Thence southerly along said east line to a point of intersection with the north line of the S 1/2 of the SE 1/4 of the NE 1/4 of the SE 1/4 of said Section 21;

Thence easterly along said north line to the east line thereof, said east line being the centerline of 132nd Avenue N.E.;

Thence southerly and southwesterly along said centerline and the centerline of 132nd Place N.E. to a point of intersection with the centerline of N.E. 126th Place;

Thence easterly and northeasterly along said centerline of N.E. 126th Place, to a point of intersection with the north line of SE 1/4 of the NW 1/4 of Section 27, Township 26 North, Range 5 East, W.M.;

Thence easterly along said north line to the intersection with the westerly line of Burlington Northern Railroad right-of-way;

Thence southwesterly along said right-of-way line to a point of intersection with the east line of the said SW 1/4 of the NW 1/4 of said Section 27;

Thence southerly along said east line and the east line of the north 50 feet of the NW 1/4 of the SW 1/4 of said Section 27 to the south line thereof;

Thence westerly along said south line to the intersection with the east line of the W 1/2 of the W 1/2 of the NW 1/4 of the SW 1/4 of said Section 27;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line to the east line of the SE 1/4 of Section 28, Township 26 North, Range 5 East, W.M.;

Thence southerly along said east line to a point of intersection with the north line of the S 1/2 of the S 1/2 of the SE 1/4 of the SE 1/4 of said Section 28;

Thence easterly along said north line and the north line of the west 30 feet of the S 1/2 of the S 1/2 of the SW 1/4 of the SW 1/4 of Section 27, Township 26 North, Range 5 East, W.M., to the east line thereof;

Thence southerly along said east line and the east line of the west 30 feet of the N 1/2 of the NW 1/4 of the NW 1/4 of Section 34, Township 26 North, Range 5 East, W.M., to the south line thereof;

Thence westerly along said south line and the south line of the N 1/2 of the NE 1/4 of the NE 1/4 of Section 33, Township 26 North, Range 5 East, W.M., to the west line thereof;

Thence northerly along said west line to the south line of the SW 1/4 of the SE 1/4 of Section 28, Township 26 North, Range 5 East, W.M.;

Thence westerly along said south line to the west line thereof, said west line being the centerline of 124th Avenue N.E.;

Thence northerly along said centerline of 124th Avenue N.E. to a point of intersection with the centerline of N.E. 124th Street;

Thence westerly along said centerline of N.E. 124th Street to a point of intersection with the south line of the N 1/2 of the N 1/2 of the SW 1/4 of said Section 28;

Thence westerly along said south line to the east line of the W 1/2 of the SW 1/4 of the NW 1/4 of the said SW 1/4 of Section 28;

Thence southerly along said east line to the south line thereof;

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Thence westerly along said south line to the east line of the SE 1/4 of the SE 1/4 of Section 29, Township 26 North, Range 5 East, W.M.;

Thence southerly along the east line of the said SE 1/4 of the SE 1/4 of Section 29 to the south line thereof;

Thence westerly along said south line to the west line of the E 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 29;

Thence northerly along said west line to the north line of the south 345 feet of the W 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 29;

Thence westerly along said north line and the north line of the south 345 feet of the E 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4 of said Section 29 to the east line of the N 1/2 of the W 1/2 of the SW 1/4 of the said SE 1/4 of the SE 1/4 of said Section 29;

Thence southerly along said east line to the south line of said N 1/2;

Thence westerly along the said south line to the west line of the SE 1/4 of the SE 1/4 of said Section 29;

Thence northerly along said west line to the north line of the south 845.50 feet of the SW 1/4 of the SE 1/4 of said Section 29;

Thence westerly along said north line to the east line of Block 2, Plat of Maplewood Lane, as recorded in Volume 80, page 48, records of said County;

Thence northerly along said east line to the north line thereof;

Thence westerly along said north line to the east line of the Plat of Shar-Lane, Division 4, as recorded in Volume 81, page 57, records of Said County;

Thence northerly along said east line to the north line of the S 1/2 of the SE 1/4 of said Section 29;

Thence westerly along said north line to the west line of the SE 1/4 of the NW 1/4 of the SE 1/4 of said Section 29;

Thence northerly along said west line to the south line of the NW 1/4 of the NW 1/4 of the SE 1/4 of said Section 29;

Thence westerly along said south line to the east line of the SE 1/4 of the NE 1/4 of the SW 1/4 of said Section 29;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line and said south line extended westerly to the east line of the W 1/2 of the W 1/2 of the SE 1/4 of said SW 1/4 of said Section 29;

Thence southerly along said east line to the south line thereof;

Thence westerly along said south line and the south line of the SW 1/4 of the SW 1/4 of said Section 29 to the east line of the NE 1/4 of Section 31, Township 26 North, Range 5 East, W.M.;

Thence southerly along said east line to a point of intersection with the easterly extension of the north margin of N.E. 112th Street;

Thence westerly along said easterly extension, said north margin and the westerly extension of said north margin, 570 feet more or less to a point of intersection with the centerline of 98th Avenue N.E.;

Thence westerly to the southeast corner of Lot 21B, Court Commissioner's Plat, Cause 175301;

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QUALITY OF THE DOCUMENT.
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Thence westerly along the south line thereof to the southwest corner of said Lot 21B, said corner being a point of the Inner Harbor Line of Juanita Bay in Lake Washington;

Thence northeasterly, northwesterly and southwesterly along said Inner Harbor Line to a point of intersection of said Inner Harbor Line with the southeasterly extension of southwesterly line of Lot 21 in the Plat of Juanita Point, A Residence Park, as recorded in Volume 25 of Plats, page 27, records of King County, Washington;

Thence northwesterly along said southeasterly extension to the shoreline of Lake Washington;

Thence westerly, northwesterly and northerly along said shoreline of Lake Washington through said Section 31, Township 26 North, Range 5 East, and said Sections 36, 25, 26, 23 and 14 in Township 26 North, Range 4 East, to a point of intersection of said shoreline with the westerly extension of the south line of Government Lot 2 of said Section 14;

Thence westerly along said westerly extension of the south line of Government Lot 2 to a point of intersection with the Inner Harbor Line in Lake Washington;

Thence northeasterly, northerly, northwesterly and southwesterly along said Inner Harbor Line to a southeast corner of Block 2 of the Plat of Lake Forest Waterfront Addition, as recorded in Volume 22 of Plats, page 39, records of King County, Washington, as established by decree in King County Superior Court Cause No. 148157;

Thence northwesterly along the easterly line of said Block 2 as established by said decree to an intersection with the shoreline of Lake Washington;

Thence northeasterly along the shoreline of Lake Washington, 390 feet, more or less;

Thence N14d03'14"W to an intersection with a curve concave to the southeast, said curve being parallel to and 45 feet southerly of the centerline of the Northern Pacific Railway right-of-way;

Thence southwesterly along said curve, 401.45 feet to an intersection with the northwesterly extension of the easterly line of said Block 2, as established by said Decree;

Thence northwesterly along the northwesterly extension of said east line of said Block 2 as established by said Decree to the west line of Section 11, Township 26 North, Range 4 East;

Thence northerly along said west line to the south line of the SE 1/4 of Section 3, Township 26 North, Range 4 East;

Thence westerly along said south line to a point of intersection with the west line of Lot 13, Block 13, of the Plat of First Addition to Lake Forest Park, as recorded in Volume 20 of plats, page 82, records of King County, Washington;

Thence northerly along said west line and its northerly extension to a point of intersection with the centerline of 49th Place N.E.;

Thence northerly along said centerline to a point of intersection with the centerline of a second street also known as 49th Place N.E. or as N.E. 187th Place;

Thence southwesterly along said centerline of 49th Place N.E. which becomes 47th Avenue N.E. and N.E. 187th Street to a point of intersection of said centerline of N.E. 187th Street with the northerly extension of the east line of the west 525 feet, as measured along the south line thereof, of Lot 9, Block 10, of the aforementioned Plat of First Addition to Lake Forest Park;

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Thence southerly along said northerly extension and said east line of the west 525 feet of Lot 9, to the south line of Lot 9;

Thence easterly along said south line and its easterly extension to a point of intersection with the centerline of 47th Avenue N.E.;

Thence southwesterly along said centerline to a point of intersection with the aforementioned south line of said Section 3;

Thence westerly along said south line to the west line of the SE 1/4 of the SW 1/4 of said Section 3;

Thence northerly along said west line which is also the west line of Block 8 of the aforementioned Plat of First Addition to Lake Forest Park, to the north line of Lot 40 of said Block 8;

Thence easterly along said north line and said north line extended easterly across 40th Place N.E. to the southwest corner of Lot 18, Block 10, of said Plat of First Addition to Lake Forest Park;

Thence easterly along the south line thereof to the east line thereof;

Thence northerly along said east line and the east lines of Lots 19, 20, 21, 22 and 23 of said Block 10 to the north line of Lot 2 of said Block 10;

Thence easterly along said north line to a point of intersection with the west line of Lot 1B of said Block 10;

Thence northerly along said west line to a point of intersection with the south line of the north 12 feet of said Lot 1B;

Thence easterly along said south line to a point of intersection with the westerly margin of 45th Place N.E.;

Thence southeasterly across said 45th Place N.E. to the northwest corner of Lot 58, Block 9, of said First Addition to Lake Forest Park;

Thence easterly along the north line thereof to the east line of Lot 57 of said Block 9;

Thence northerly along said east line and the east lines of Lots 56 and 55 of said Block 9 to the north line of said Lot 55;

Thence westerly along said north line to the east line of Lot 37 of said Block 9;

Thence northerly along said east line to the north line thereof;

Thence westerly along said north line to the northwest corner of said Lot 37;

Thence westerly, across 40th Place N.E., to the northeast corner of Lot 32, Block 8, of said Plat of First Addition to Lake Forest Park;

Thence westerly along the north line thereof to a point of intersection with the east line of the W 1/2 of the SW 1/4 of Section 3, Township 26 North, Range 4 East, W.M.;

Thence southerly along said east line to a point of intersection with the south line of the NE 1/4 of the SW 1/4 of the SW 1/4 of said Section 3;

Thence westerly along said south line to the west line thereof;

Thence northerly along said west line to a point of intersection with the south line of the NE 1/4 of the NW 1/4 of said SW 1/4 of the SW 1/4 of said Section 3;

Thence westerly along said south line to the west line thereof;

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Thence northerly along said west line to the south line of the SW 1/4 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 3;

Thence westerly along said south line to the west line thereof, said west line being on the centerline of 35th Avenue N.E.;

Thence northerly and northeasterly along said centerline of 35th Avenue N.E. to the common intersection of said centerline with the centerlines of N.E. 202nd Street, 37th Avenue N.E. and 40th Place N.E.;

Thence northeasterly to the southwest corner of Lot 17, Block 2, of the said Plat of First Addition to Lake Forest Park;

Thence easterly along the south line thereof to the east line thereof;

Thence northerly along said east line and the east line of Lot 18 of said Block 2 to the north line thereof;

Thence westerly along said north line to a point of intersection with the west line of Lot 21 of said Block 2;

Thence northerly along said west line and its northerly extension to a point of intersection with the north line of said Section 3, Township 26 North, Range 4 East;

Thence easterly along said north line of Section 3 and the north lines of Sections 2 and 1 of Township 26 North, Range 4 East, to the point of beginning.

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 KING COUNTY, WA

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04/26/2007 10:34
 KING COUNTY, WA
 TAX \$67.30
 SALE \$3,500.00 PAGE001 OF 001

RETURN ADDRESS:

Puget Sound Energy, Inc.
 Attn: ROW Department
 P.O. BOX 90868
 BELLEVUE, WA 98009-0868

EASEMENT

REFERENCE #: 101029567
 GRANTOR: MCNAMEE
 GRANTEE: PUGET SOUND ENERGY, INC.
 SHORT LEGAL: Lot 1 Block 13 Alderwood Manor #14
 ASSESSOR'S PROPERTY TAX PARCEL: ~~601410-0843~~-0114100843

ORIGINAL

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, PHILIP J. MCNAMEE ("Grantor" herein), hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across and through the following described real property ("Property" herein) in KING County, Washington:

LOT 1, KING COUNTY SHORT PLAT NUMBER 579054, RECORDED UNDER KING COUNTY RECORDING NUMBER 7909170785, IN KING COUNTY, WASHINGTON. (BEING A PORTION OF LOT 27 BLOCK 13, ALDERWOOD MANOR #14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON.)

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area 5 feet in width and 20 feet in length adjacent to and parallel with the west boundary of 80th Avenue NE: and lying south of a line which is 55 feet south of the North boundary of the real property described herein.

Poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing;

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require

Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 10 day of APRIL, 2007.

GRANTOR:

BY: Philip J. McNamee
PHILIP J. MCNAMEE

(IA) individual acknowledgement

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this 10 day of APRIL, 2007, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PHILIP J. MCNAMEE to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Eric M. Lee
(Signature of Notary)
ERIC M. LEE
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Bellevue WA
My Appointment Expires: 5-9-2010

249/070

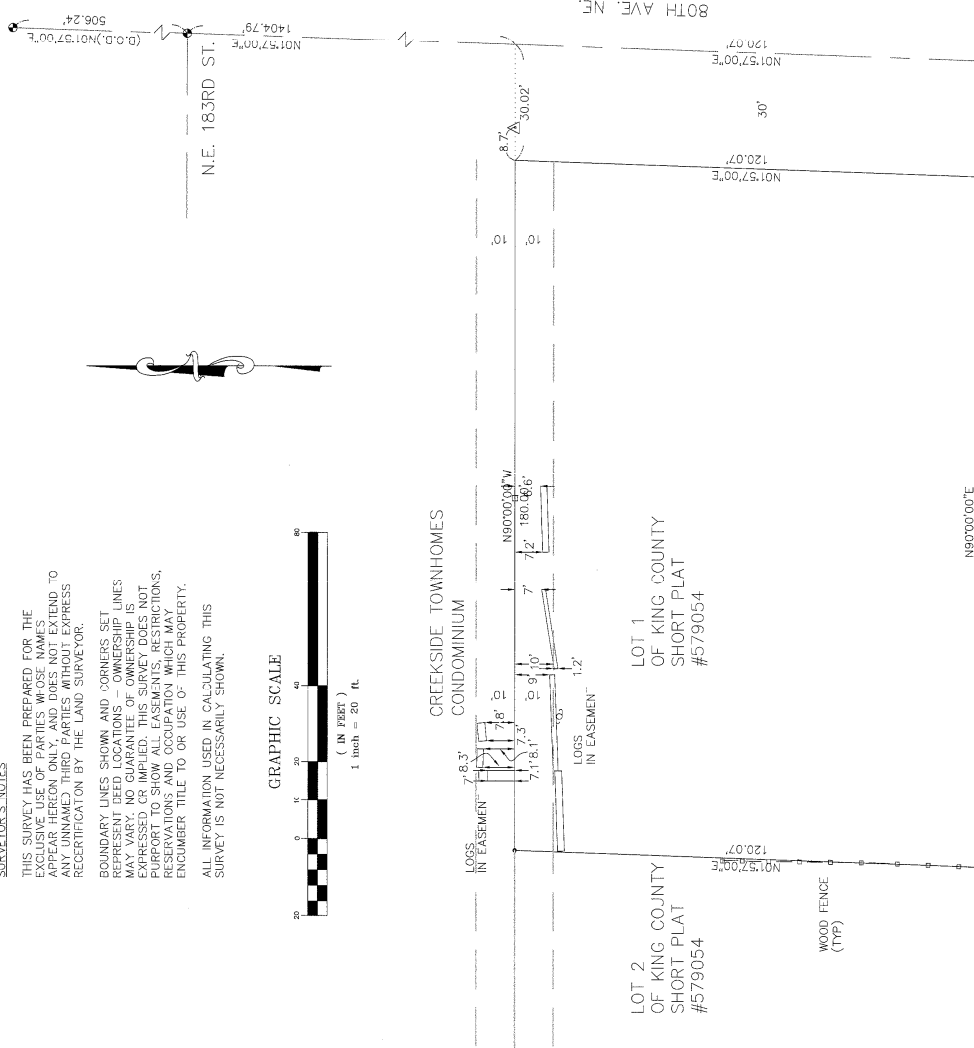
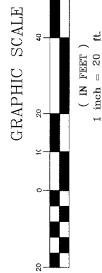
S.W. 1/4, N.E. 1/4, SECTION 12, TWP. 26 N., R. 04 E., W.M.

SURVEYOR'S NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF PARTIES WHOSE NAMES APPEAR HEREON ONLY, AND DOES NOT EXTEND TO ANY UNNAMED THIRD PARTIES WITHOUT EXPRESS RECOGNITION BY THE LAND SURVEYOR.

BOUNDARY LINES SHOWN AND CORNERS SET REPRESENT DEED LOCATIONS - OWNERSHIP LINES MAY VARY. NO GUARANTEE OF OWNERSHIP IS MADE. THIS SURVEY IS FOR INFORMATION ONLY. PURPORT TO SHOW ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND OCCUPATION WHICH MAY ENCUMBER TITLE TO OR USE OF THIS PROPERTY.

ALL INFORMATION USED IN CALCULATING THIS SURVEY IS NOT NECESSARILY SHOWN.



LEGAL DESCRIPTION
 SURVEY OF A PORTION OF LOTS 1 AND 2, KING COUNTY SHORT PLAT NO. 579054 RECORDING NO. 7909170785

OWNERS
 TRACY ROBINSON
 AIRON MILLER

BASIS OF BEARING
 BETWEEN MONUMENTS ON 80TH AVE. PER SHORT PLAT #579054 BEING A BEARING OF N°37'00"E AS SHOWN ON MAP

WAC 332-130-090
 PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE, MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.

WAC 332-130-100
 INSTRUMENTATION FOR THIS SURVEY WAS A SIKKIA SET 530R 5 SECOND TOTAL STATION. MONUMENTS LAST VISITED 6/26/2008

LEGEND
 ○ = FOUND REBAR AS NOTED
 ● = SET REBAR & CAP LS22688
 ▲ = SET NAIL & TAG
 ● = CONCRETE MONUMENT FOUND



DUNAWAY SURVEYING, INC. 23201 53rd AVENUE SOUTHEAST BOTHELL, WA 98021 (425) 486-530	
DWN BY	SLH
DATE	6/25/2008
JOB NO.	2008-035
CHKD. BY	JDD
SCALE	1" = 20'
SHEET	1 OF 1

**RECORD OF SURVEY
 FOR
 TRACY ROBINSON**

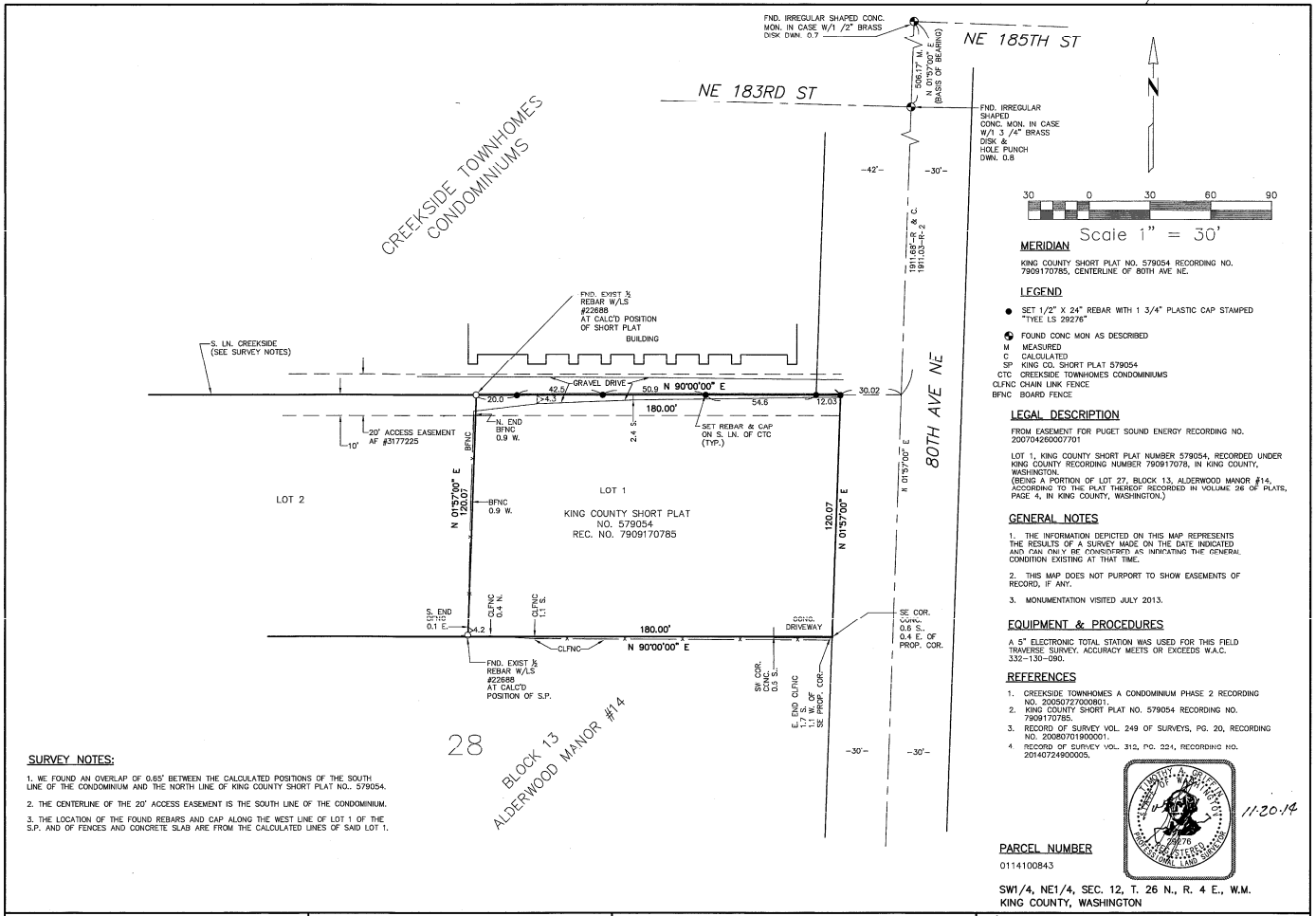
SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the survey recording act at the request of Tracy Robinson in John, 2008.

Scott B. Dunaway
 Scott B. Dunaway, Surveyor
 Certificate No. 22688

20080701900001
 2008 JUL 15 11:00 AM
 KING COUNTY, WA

Fig. _____
 Supt. of Records

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



SURVEY NOTES:

1. WE FOUND AN OVERLAP OF 0.65' BETWEEN THE CALCULATED POSITIONS OF THE SOUTH LINE OF THE CONDOMINIUM AND THE NORTH LINE OF KING COUNTY SHORT PLAT NO. 579054.
2. THE CENTERLINE OF THE 20' ACCESS EASEMENT IS THE SOUTH LINE OF THE CONDOMINIUM.
3. THE LOCATION OF THE FOUND REBARS AND CAP ALONG THE WEST LINE OF LOT 1 OF THE S.P. AND OF FENCES AND CONCRETE SLAB ARE FROM THE CALCULATED LINES OF SAID LOT 1.

Scale 1" = 30'

- LEGEND**
- SET 1/2" x 24" REBAR WITH 1 3/4" PLASTIC CAP STAMPED "TREE LS 29278"
 - FOUND CONC MON AS DESCRIBED
 - M MEASURED
 - C CALCULATED
 - SP KING CO. SHORT PLAT 579054
 - CTC CREEKSIDE TOWNHOMES CONDOMINIUMS
 - CLFNC CHAIN LINK FENCE
 - BFNC BOARD FENCE

LEGAL DESCRIPTION

FROM EASEMENT FOR PUGET SOUND ENERGY RECORDING NO. 2007040007701

LOT 1, KING COUNTY SHORT PLAT NUMBER 579054, RECORDED UNDER KING COUNTY RECORDING NUMBER 790917078, IN KING COUNTY, WASHINGTON. (BEING A PORTION OF LOT 27, BLOCK 13, ALDERWOOD MANOR #14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS, PAGE 4, IN KING COUNTY, WASHINGTON.)

- GENERAL NOTES**
1. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITION EXISTING AT THAT TIME.
 2. THIS MAP DOES NOT PURPORT TO SHOW EASEMENTS OF RECORD, IF ANY.
 3. MONUMENTATION VISITED JULY 2013.

EQUIPMENT & PROCEDURES

A 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.

- REFERENCES**
1. CREEKSIDE TOWNHOMES A CONDOMINIUM PHASE 2 RECORDING NO. 2005072000801.
 2. KING COUNTY SHORT PLAT NO. 579054 RECORDING NO. 790917078.
 3. RECORD OF SURVEY VOL. 249 OF SURVEYS, PG. 20, RECORDING NO. 20080701900001.
 4. RECORD OF SURVEY VOL. 312, PG. 224, RECORDING NO. 20140724900005.



PARCEL NUMBER
0114100843

SW1/4, NE1/4, SEC. 12, T. 26 N., R. 4 E., W.M.
KING COUNTY, WASHINGTON

RECORDERS CERTIFICATE

20141120900002

1120 GREENWOOD AVENUE, SEATTLE, WA 98133 (206) 525-3660

KING COUNTY, WA

Norm Albers

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF PHIL McNAMEE.

PHIL McNAMEE

CERTIFICATE NO. 29276

RECORD OF SURVEY

for

PHIL McNAMEE

P.O. BOX 994

WOODINVILLE, WASHINGTON 98072

Tyee Surveyors

PROFESSIONAL LAND SURVEYORS

10007 GREENWOOD AVE. N., SEATTLE, WA 98133 (206) 525-3660

DRAWN BY: N.P.	DATE: 11-17-14	JOB NO.: 13132
PLANNED BY: TG	SCALE: 1" = 30'	SHEET: 1 OF 1

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

When Recorded Return To
CASCADE BANK
2828 Colby Ave
Everett, Wa 98201



20011211001551

CHICAGO TITLE DT 28 00
PAGE 001 OF 021
12/11/2001 12.11
KING COUNTY, WA

Loan Number • 5001100483 [Space Above This Line For Recording Data]

21 / \$28

DEED OF TRUST

CTI - 1019533 - 12

Grantor(s)

- (1) PHILIP J. MCNAMEE
- (2)
- (3)
- (4)
- (5)
- (6)

Grantee(s)

- (1) CASCADE BANK
- (2) LAWYERS TITLE AGENCY OF WASHINGTON

Legal Description (abbreviated) LOT 1, SHORT PLAT 7909170785

additional legal(s) on page 3

Assessor's Tax Parcel ID # 011410-0843-02

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated December 7, 2001, together with all Riders to this document.
- (B) "Borrower" is PHILIP J. MCNAMEE, AN UNMARRIED INDIVIDUAL AS HIS SEPARATE ESTATE.

Borrower is the trustor under this Security Instrument

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(C) "Lender" is CASCADE BANK

Lender is a _____ organized
and existing under the laws of United States of America Lender's address is
2828 Colby Ave, Everett , Wa 98201

Lender is the beneficiary under this Security Instrument

(D) "Trustee" is LAWYERS TITLE AGENCY OF WASHINGTON

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 7, 2001
The Note states that Borrower owes Lender FIFTY-SEVEN THOUSAND DOLLARS AND
00/100 Dollars (U S \$ 57,000.00) plus interest
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than
January 1, 2032

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property"

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

- Adjustable Rate Rider Condominium Rider Second Home Rider
- Balloon Rider Planned Unit Development Rider Other(s) [specify]
- 1-4 Family Rider Biweekly Payment Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers

(L) "Escrow Items" means those items that are described in Section 3

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

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(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U S C §2601 et seq) and its implementing regulation, Regulation X (24 C F R Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

of KING [Name of Recording Jurisdiction]

LOT 1, KING COUNTY SHORT PLAT NUMBER 579054, RECORDED UNDER RECORDING NUMBER 7909170785, BEING A PORTION OF LOT 27, BLOCK 13, ALDERWOOD MANOR NO. 14, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 26 OF PLATS, PAGE(S) 4, IN KING COUNTY, WASHINGTON.

which currently has the address of 17715 80TH AVE NE

[Street]

KENMORE

[City]

, Washington

98028-1805

[Zip Code]

("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 "

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

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

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note Borrower shall also pay funds for Escrow Items pursuant to Section 3 Payments due under the Note and this Security Instrument shall be made in US currency However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15 Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority (a) interest due under the Note, (b) principal due under the Note, (c) amounts due under Section 3 Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10 These items are called "Escrow Items " At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item

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Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the

lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is

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not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to

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protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an

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affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance" Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value Any balance shall be paid to Borrower

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note) Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge

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15. **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 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

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "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 all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law

If Lender exercises this option, Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements,

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(c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this right to reinstate shall not apply in the case of acceleration under Section 18

20. 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 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 RESPA 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 The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20

21. Hazardous Substances. As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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, (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law Nothing herein shall create any obligation on Lender for an Environmental Cleanup

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at is option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing

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debt secured by this Security Instrument to Trustee Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance

24. **Substitute Trustee.** In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law

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

26. **Attorneys' Fees.** Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 15 of this Security Instrument and in any Rider executed by Borrower and recorded with it

Philip J. McNamee (Seal)
PHILIP J. MCNAMEE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness

Witness

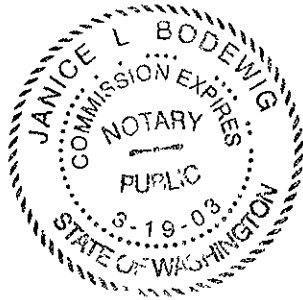
State of Washington)
) SS
County of Snohomish)

On this day personally appeared before me PHILIP J MCNAMEE

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

Given under my hand and official seal this 10th day of December, 2001

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Janice Bodewig

Notary Public in and for the State of Washington residing at

Maysville, WA

My commission expires 3-19-03

FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index—Rate Caps)

Loan Number : 5001100483

THIS FIXED/ADJUSTABLE RATE RIDER is made this 7th day of December, 2001, 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 ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to CASCADÉ BANK

("Lender") of the same date and covering the property described in the Security Instrument and located at

17715 80TH AVE NE, KENMORE, WA 98028-1805
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.875 % The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of January, 2007, and the adjustable interest rate I will pay may change on that day every 12th month thereafter The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date "

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three And One-Quarter percentage points (3 250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0 125%) Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date

MULTISTATE FIXED/ADJUSTABLE RATE RIDER—ONE-YEAR TREASURY INDEX—Single Family—
Fannie Mae Uniform Instrument

Form 3182 1/01

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.875 % or less than 3.875 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest will never be greater than 12.875 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1 Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "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 all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2 When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "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

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sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Fixed/Adjustable Rate Rider

Philip J. McNamee (Seal)
PHILIP J. MCNAMEE -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

1-4 FAMILY RIDER

(Assignment of Rents)

Loan Number. 5001100483

THIS 1-4 FAMILY RIDER is made this 7th day of December, 2001, 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 Note to CASCADE BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at

17715 80TH AVE NE, KENMORE, WA 98028-1805

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property"

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases

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of the Property Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of default to Borrower, (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant, (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument, (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received, and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 through 3 of this 1-4 Family Rider

Philip J. McNamee (Seal) _____ (Seal)
PHILIP J. MCNAMEE -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

WITNESS: _____

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RECONVEYANCE P ADT 12.00
PAGE 001 OF 001
12/27/2005 10:27
KING COUNTY, WA

Return To: CASCADE BANK
2828 COLBY AVE.
EVERETT, WASHINGTON 98201

Assessor's Parcel or Account Number: 011410-0843-02
Short Legal Address: LOT 1, SHORT PLAT 7909170785

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, as Assignor, does hereby grant, convey, assign and transfer to

**Anchor Mutual Savings Bank, dba Anchor Bank
A Washington State Chartered Mutual Savings Bank
120 N. Broadway
Aberdeen WA 98520**

as Assignee, all of the beneficial interest of the Assignor in and to the property described in that certain Deed of Trust dated 12/7/01 executed by

PHILIP J. MCNAMEE, AN UNMARRIED INDIVIDUAL AS HIS SEPARATE ESTATE

Grantor, to Evergreen Title Company, a Corporation, Trustee,
the following described property situated in KING County, State of Washington:

recorded 12/11/01, under Auditor's File No. 20011211001551, records of KING County, State of Washington, also that certain promissory note described in and secured by said Deed of Trust.

SIGNED: *12.21-05*

CASCADE BANK

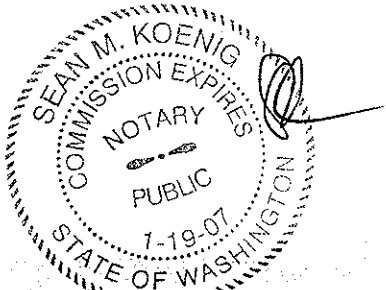
By *April Selanders*
April Selanders

Its Vice President

State of Washington
County of Snohomish

On *12.21-05*, before me personally appeared APRIL SELANDERS, to me known to be the VICE PRESIDENT of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set by hand affixed my official seal the day and year first above written.



Sean Koenig
Sean Koenig
Residing in Marysville, Washington
Notary Expires: 07/19/2007

Washington Assignment of Deed of Trust