

Commitment for Title Insurance

Title Officer: Seattle Builder / Unit 16
Email: CTISeattleBuilderUnit@ctt.com
Title No.: 0271045-16

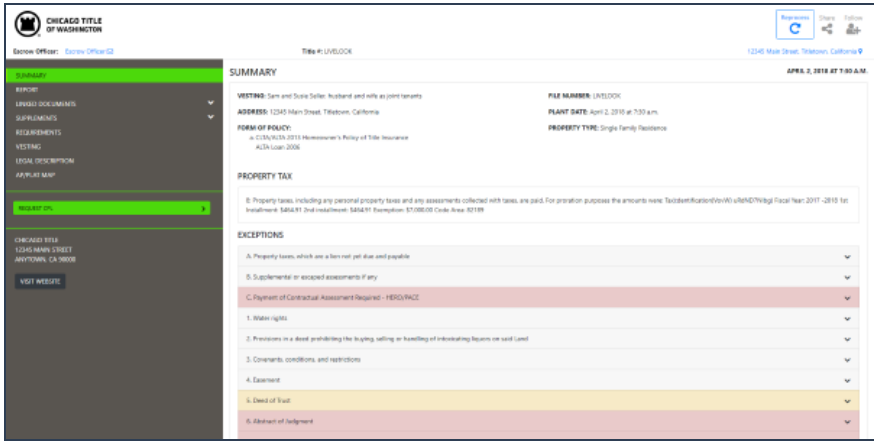
Property Address: 8035 SE 45th St Mercer Island, WA 98040

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



The screenshot displays the Chicago Title LiveLOOK web interface. On the left is a navigation menu with options like 'SUMMARY', 'REPORT', 'LINKED DOCUMENTS', 'SUPPLEMENTS', 'REQUIREMENTS', 'VERIFYING', 'LEGAL DESCRIPTION', and 'APPLICABLE MAP'. The main content area is titled 'SUMMARY' and includes the following information:

- VESTING:** Sam and Susan Soller, husband and wife as joint tenants
- ADDRESS:** 12345 Main Street, Trabuco, California
- FILE NUMBER:** LIVELOOK
- PLANT DATE:** April 2, 2019 at 7:59 a.m.
- FORM OF POLICY:** A-CITL/SL/3113 Homeowner's Policy of Title Insurance ALTA Loan 2006
- PROPERTY TYPE:** Single Family Residence

Below the summary, there are sections for 'PROPERTY TAX' and 'EXCEPTIONS'. The 'EXCEPTIONS' section lists several items, with 'C. Payment of Contractual Assessment Required - FERGUSON' highlighted in red, and '6. Deed of Trust' highlighted in yellow.

Effortless, Efficient, Compliant, and Accessible

SUBDIVISION

Issued By:



Fidelity National Title
Insurance Company

Guarantee/Certificate Number:

0271045-16

FIDELITY NATIONAL TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Steven and Joanne Adams

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



Fidelity National 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@ctf.com

SCHEDULE A

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

Effective Date: March 19, 2024 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:](#)

Steven R. Adams and Joanne Adams, a married couple

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): 770010-0091-06

THAT PORTION OF LOTS 16 THROUGH 19 AND LOTS 32 THROUGH 34, SEWARD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN [VOLUME 24 OF PLATS, PAGE 26](#), IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 34 WHICH BEARS SOUTH 85°56'42" WEST 5.28 FEET FROM THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 27°09'40" WEST 24.75 FEET;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 144 FEET A DISTANCE OF 110.75 FEET;
THENCE SOUTH 16°54'20" EAST 35.79 FEET;
THENCE SOUTH 64°59'11" EAST 68.47 FEET TO THE SOUTH LINE OF SAID LOT 32;
THENCE SOUTH 89°43'57" EAST, ALONG THE SOUTH LINE, 12.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32;
THENCE CONTINUING ON THE SOUTH LINE OF LOT 19, SOUTH 89°43'56" EAST 49.95 FEET;
THENCE NORTH 00°16'04" EAST 100 FEET TO THE SOUTH LINE OF LOT 17;
THENCE SOUTH 89°43'56" EAST, ALONG THE SOUTH LINE OF LOT 17, 0.25 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 89°43'56" EAST 81.10 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 17;
THENCE NORTH 00°16'04" EAST 101.28 FEET TO THE NORTH LINE OF SAID LOT 16;
THENCE WESTERLY, ALONG THE NORTH LINE OF SAID LOTS 16 AND 34, SOUTH 85°56'42" WEST 115.43 FEET TO THE POINT OF BEGINNING.

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 Seward Addition:

[Recording No:](#) [1394831](#)

2. Side Sewer Easement

[Recording No.:](#) [6004985](#)

Width: 3 Feet

Affects: An undisclosed portion of said Land along the line as constructed

Said easement contains a provision for bearing a proportionate or equal cost of maintenance, repair or reconstruction of said side sewer by the common users.

3. Covenants, conditions and restrictions 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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 in the document

Recording Date: October 15, 1974

[Recording No.:](#) [7410150668](#)

4. Agreement Regarding Deed Restriction, and the terms and conditions thereof:

Recording Date: December 29, 1998

[Recording No.:](#) [9812292657](#)

5. Indemnification and Covenant for Geologically Hazardous Areas, and the terms and conditions thereof:

Recording Date: November 30, 2001

[Recording No.:](#) [20011130002900](#)

6. Agreement, and the terms and conditions thereof:

Executed by: Frank W. Flood and V. W. Lott and Clara M. Lott, his wife

Recording Date: September 9, 1926

[Recording No.:](#) [2237672](#)

SCHEDULE B
(continued)

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: 9704049007](#)
8. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:
- Recording Date: February 26, 2024
[Recording No.: 20240226000478](#)
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: | 2024 |
| Tax Account Number: | 770010-0091-06 |
| Levy Code: | 1031 |
| Assessed Value-Land: | \$2,034,000.00 |
| Assessed Value-Improvements: | \$1,230,000.00 |
| General and Special Taxes: | Billed:\$22,474.74
Paid: \$0.00
Unpaid:\$22,474.74 |
10. A deed of trust to secure an indebtedness in the amount shown below,
- | | |
|--------------------------------|--|
| Amount: | \$1,830,000.00 |
| Dated: | February 17, 2021 |
| Trustor/Grantor: | Steven R. Adams and Joanne Adams, a married couple |
| Trustee: | First American Title Insurance Company |
| Beneficiary: | Bank of America, N.A. |
| Recording Date: | February 22, 2021 |
| Recording No.: | 20210222003557 |

NOTES:

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:

PTN LTS 16 TO 19 & LTS 32 TO 34, SEWARD ADDN
[Tax Account No.: 770010-0091-06](#)

SCHEDULE B

(continued)

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

8035 SE 45th St
Mercer Island, WA 98040

END OF SCHEDULE B

When recorded return to:
Steven R Adams and Joanne Adams
8035 SE 45th St
Mercer Island, WA 98040

CTI 0196550-ETU MK

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

10500 NE 8th St., Suite 600
Bellevue, WA 98004

Escrow No.: 0196550-ETU

STATUTORY WARRANTY DEED

THE GRANTOR(S) Kellie Ann J.Chainier, also appearing of record as Kellie Ann Chainier, a married person as her separate estate

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration in hand paid, conveys, and warrants to Steven R Adams and Joanne Adams, a married couple

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

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

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

PTN LTS 16-19 & LTS 32-34, SEWARD ADDITION

Tax Parcel Number(s): 770010-0091-06

Subject to:

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

STATUTORY WARRANTY DEED
(continued)

Dated: February 12 2021

Kellie Ann Chainier
Kellie Ann Chainier

State of Texas
County of Williamson

I certify that I know or have satisfactory evidence that Kellie Ann Chainier is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Feb 16, 2021

[Signature]
Name: Erlamond Ross Payne
Notary Public in and for the State of Texas
Residing at: 244 Con. Dr. Turrell TX 76537
My appointment expires: May 15, 2023

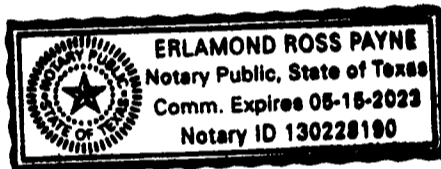


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 770010-0091-06

THAT PORTION OF LOTS 16 THROUGH 19 AND LOTS 32 THROUGH 34, SEWARD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 24 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 34 WHICH BEARS SOUTH 85°56'42" WEST 5.28 FEET FROM THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 27°09'40" WEST 24.75 FEET;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 144 FEET A DISTANCE OF 110.75 FEET;
THENCE SOUTH 16°54'20" EAST 35.79 FEET;
THENCE SOUTH 64°59'11" EAST 68.47 FEET TO THE SOUTH LINE OF SAID LOT 32;
THENCE SOUTH 89°43'57" EAST, ALONG THE SOUTH LINE, 12.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32;
THENCE CONTINUING ON THE SOUTH LINE OF LOT 19, SOUTH 89°43'56" EAST 49.95 FEET;
THENCE NORTH 00°16'04" EAST 100 FEET TO THE SOUTH LINE OF LOT 17;
THENCE SOUTH 89°43'56" EAST, ALONG THE SOUTH LINE OF LOT 17, 0.25 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 89°43'56" EAST 81.10 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 17;
THENCE NORTH 00°16'04" EAST 101.28 FEET TO THE NORTH LINE OF SAID LOT 16;
THENCE WESTERLY, ALONG THE NORTH LINE OF SAID LOTS 16 AND 34, SOUTH 85°56'42" WEST 115.43 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "B" Exceptions

Exceptions Set forth on attached exhibit and by this reference made a part hereof as if fully incorporated herein.

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, 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 Seward Addition:

Recording No: 1394831

2. Side Sewer Easement

Recording No.: 6004985
Width: 3 Feet
Affects: An undisclosed portion of said Land along the line as constructed

Said easement contains a provision for bearing a proportionate or equal cost of maintenance, repair or reconstruction of said side sewer by the common users.

3. Covenants, conditions and restrictions 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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 in the document

Recording Date: October 15, 1974
Recording No.: 7410150668

4. Agreement Regarding Deed Restriction, and the terms and conditions thereof:

Recording Date: December 29, 1998
Recording No.: 9812292657

5. Indemnification and Covenant for Geologically Hazardous Areas, and the terms and conditions thereof:

Recording Date: November 30, 2001
Recording No.: 20011130002900

6. Agreement, and the terms and conditions thereof:

Executed by: Frank W. Flood and V. W. Lott and Clara M. Lott, his wife
Recording Date: September 9, 1926
Recording No.: 2237672

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, 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 Survey:

Recording No: 9704049007

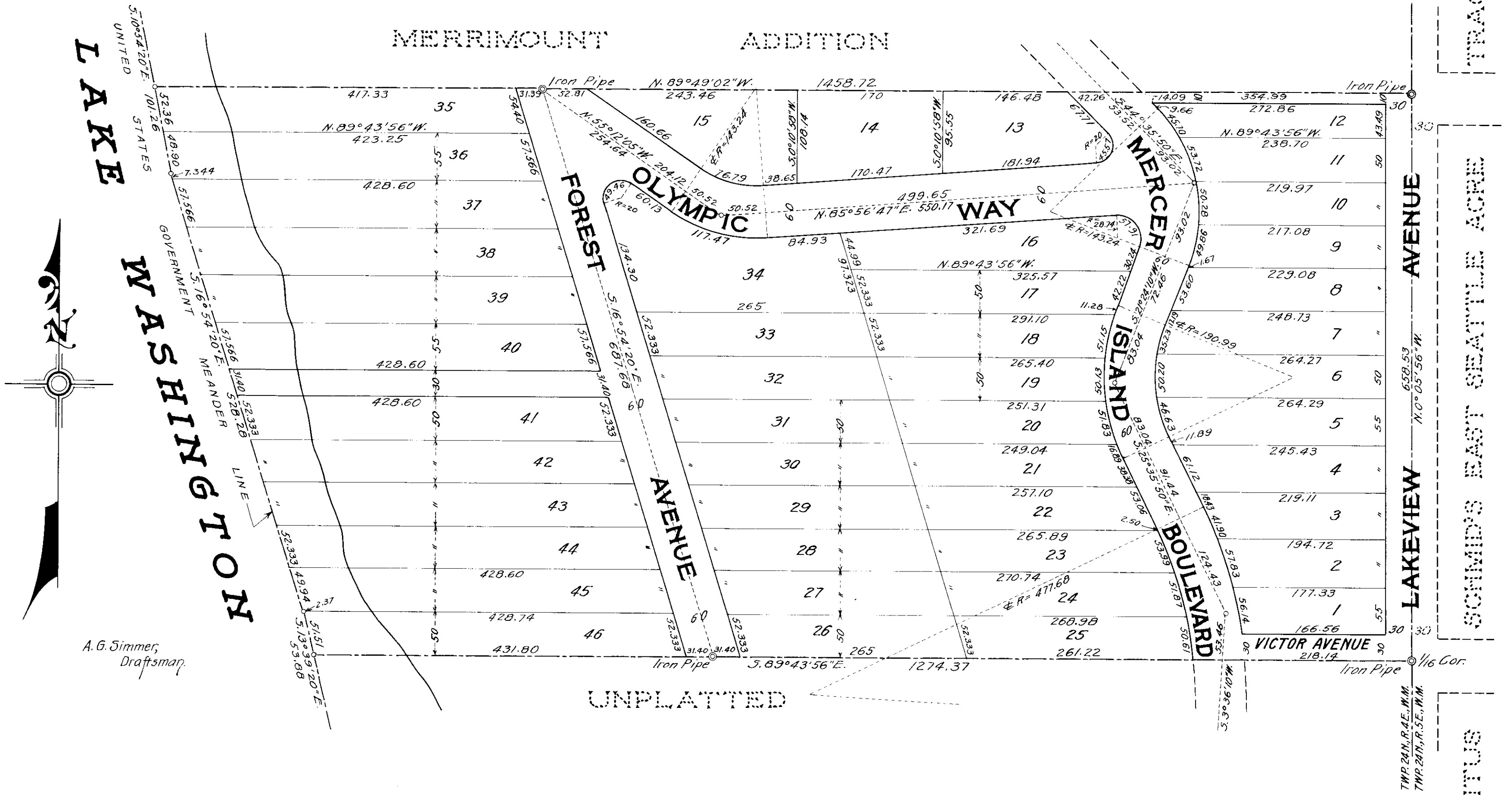
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does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

SEWARD ADDITION

KING COUNTY
WASHINGTON.

Scale: 1 in. = 100 ft.

Rutherford & Whitworth,
Engineers.



DESCRIPTION

This plat of "Seward Addition, King County, Washington," covers and includes all of the South one-half (S. 1/2) of Lot Four (4), Section Thirteen (13), Township Twenty-four (24) North, Range Four (4) East of the Willamette Meridian, together with shore lands of second class in front of, adjacent to or abutting upon said lands.

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

We hereby certify that this plat of "Seward Addition, King County, Washington," is based upon an actual survey and subdivision of Section 13, Township 24 North, Range 4 East, W.M., that the distances and courses as shown thereon are correct. That the monuments have been set and lot and block corners staked upon the ground.

Rutherford & Whitworth
by H.W. Rutherford

Examined and approved this 26 day of February,
A.D. 1920.

by C.E. Morford
Deputy

Samuel J. Humes
County Engineer



DEDICATION

Know all men, by these presents that we Frank W. Flood, a bachelor, owner in fee simple, and W.S. Danner, mortgagee of the tract of land platted in this "Seward Addition, King County, Washington," hereby declare this plat and dedicate to the use of the public forever all avenues, boulevards, ways and alleys 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 or fills upon the lots and blocks shown upon this plat in the reasonable original grading of streets and avenues shown hereon.

In witness whereof we have hereunto set our hands and seals this 9th day of September, A.D. 1919.

In the presence of
Mrs. C.C. Paul, Jr.
J.S. Hoover

Frank W. Flood
W.S. Danner
Mortgagee

Examined and approved by the Board of County Commissioners this 26 day of Feb. A.D. 1920.

L.C. Smith
Chairman of Board of County Commissioners

Attest: Norman M. Wardall
Clerk of Board

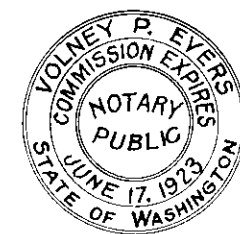
by P.P. Bliss
Deputy

ACKNOWLEDGMENT

State of Washington } s.s.
County of King

This is to certify that on this 9th day of September, A.D. 1919, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Frank W. Flood and W.S. Danner, to me known to be the individuals described in and who executed the foregoing instrument and who acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Volney P. Evers
Notary Public in and for the State
of Washington, residing in Seattle.

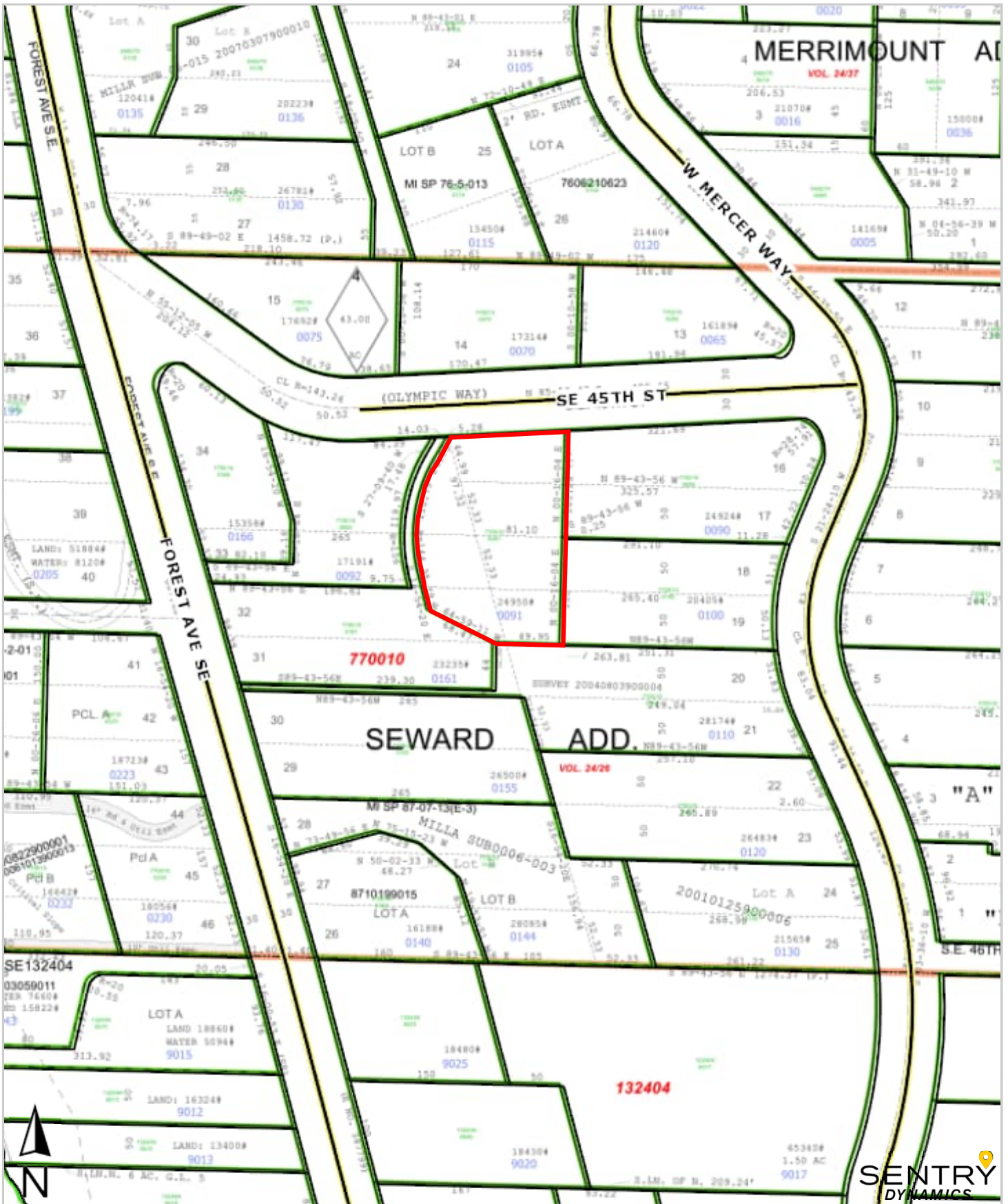
1394831

Filed for record at the request of F.W. Flood, Feb. 26-1920 at 16 min. past 4 P.M. and recorded in Volume 24 of Plats, page 26, records of King County, Washington.

by C.M. Spear
Deputy

Norman M. Wardall
County Auditor

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.



ParcelID: 7700100091

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.

6004985-224
68/289-290
69/29
Page
1-1
R-7000000

REGISTERED LAND

GRANT OF EASEMENT FOR SIDE SEWER, AND AGREEMENT

Recitals: A. Robert Dolling Wells and Marjorie W. Wells, his wife, are owners of Lots 32, 33 and 34 and portions of Lots 16, 17, 18, 19 and 31, Seward Addition per Plat thereof as recorded in Vol. 24 of Plats, page 26, records of King County, Washington, except that portion thereof segregated in the Registry of Registered Lands as Robert Dolling Wells Segregation Tract "D", which Tract "D" they have sold to Robert W. Campbell and Darilyn D. Campbell, his wife.

B. The above named parties hereto are hereinafter referred to, respectively, as "Wells" and "Campbell".

C. Wells retain Tracts "A", "B" and "C" of the said Segregation dated March 24, 1965 and revised November 18, 1965.

D. The said Tract "D" is bordered on the east by a roadway and utility easement serving Tracts "B" and "C".

E. Wells intends to install a side sewer in the said easement.

F. There is presently a connection to the sewer main in S.E. 45th Street at the north line of Tract "D" within the easterly 47 feet thereof.

G. It is to the advantage of Wells and agreeable to Campbell that Campbell grant to Wells an easement over approximately the northerly 3 feet of the easterly 47 feet of said Tract "D" for the purpose of connecting the side sewer from the easement serving Tracts "B" and "C" to the main in S.E. 45th Street, so long as an adequate and proper connection remains to said main for Tract "D".

4 additional sheets

MAR 24 1966- FILED BY PNTI

6004985 224
68/289-290
69/29

H. It is to the benefit of Wells and agreeable to Campbell and both parties successors-in-interest that such side sewer, from the point of each parties connection thereto, to the main, be shared jointly with others using it.

1. NOW, THEREFORE, on this 19th day of March, 1966 the undersigned Campbell, as Grantor, in consideration of the promises herein, receipt of which are hereby acknowledged, does hereby grant and convey unto Wells, Grantees, and their successors-in-interest to the said Tracts "B" and "C", a perpetual easement over and across and under the following described property situated in King County, Washington, to-wit:

Beginning at a point on the northerly line of Lot 34, Seward Addition, as recorded in Vol. 24 of Plats, Page 26, records of King County, Washington, at a point which bears S. 85°56'42" W. 19.31 feet from the northeast corner thereof: thence S. 85°56'42" W. 47 feet; thence S. 4°03'18" E 3 feet; thence easterly to a point which bears S. 27°09'42" west distant 3.01 feet from the point of beginning; thence N. 27°09'40" E. 3.01 feet to the point of beginning,

said easement being for the purpose of installing, constructing, maintaining, operating, repairing, and replacing a side sewer pipe line and all necessary connections and appurtenances thereto, together with the right of ingress and egress to and from said described property for the foregoing purposes, provided that in the original installation and in the repair and/or replacement of such pipe line and appurtenances the Grantees shall immediately after such installation, repair or replacement, restore said premises as nearly as reasonably possible to their condition at the time of the commencement of such installation, repair or replacement.

MAR 24 1966- FILED BY PNTI

6004985 224
48/289-290 69/29

2. Within a reasonable time Wells shall cause to be constructed and installed, at Wells sole expense, a side sewer upon the aforescribed easement, and in connection therewith shall cause to be constructed and installed at Wells sole expense, an adequate and proper sewer connection for the use of Campbell and their successors-in-interest to Tract "D", which connection shall be placed at a convenient location for the intended purpose. Wells shall also provide at his sole expense, a ground level cleanout connected to the side sewer so that the pipe between the main sewer and Tract "D"'s connection thereto may be accessible for cleaning purposes without excavation. Prior to such construction Wells shall submit a plan thereof showing depth, location, and specifications, and will not proceed with construction until the same shall have been approved by Campbell, who shall not unreasonably withhold such approval. After such construction and installation Wells at their sole expense shall furnish an accurate "as-built" plan thereof to Campbell. The "as-built" plan shall include several reference points to facilitate easy relocation of the work.

3. That portion of the side sewer between the main and the connection for Tract "D" shall be maintained henceforth at the joint expense and effort of all of the owners of Tracts "B", "C" and "D" of said Segregation, one-third of which expense shall be paid by the owner of each such Tract. The remainder of said side sewer shall be maintained henceforth at the joint expense and effort of the owners of Tracts "B" and "C" of said Segregation, one-half of which shall be paid by the owner of each such Tract.

MAR 24 1966- FILED BY PNTI

6004985 224
68/289-290
69/29

4. Any installation and/or repairs which may be reasonably required at any time shall be effectuated expeditiously and at a minimum inconvenience to Campbell. Prior to installation and/or repairs to aforescribed side sewer Wells shall secure permission from Campbell before proceeding with the work. Campbell shall not withhold permission unless he can show cause that such work would be reasonably inconvenient to him at that time. Campbell will not for any reason withhold permission for longer than a 7 day period nor if Wells can show that repairs must be made immediately if Tracts "B" and "C" are to be able to continue to utilize said side sewer. It is further understood that once work has commenced on said side sewer it must be completed within a 7 day period including restoration to Tract "D" unless permission is obtained in advance from Campbell when it is anticipated the work will take a longer time. Vehicle and pedestrian access shall be provided across the easement to Tract "D" during installation and repairs to the side sewer at no cost to Campbell. Reasonable precautions shall be taken by Wells so that any excavation in said side sewer shall not constitute a hazard to passersby.

5. Wells hereby release Campbell from all claims, demands and liabilities for damage to that portion of the side sewer in the said easement which may be occasioned at any time by equipment or vehicles entering or leaving the said Tract "D".

6. Wells shall protect and save harmless Campbell from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property whatsoever suffered by Campbell, his heirs, successors and assigns, or by any persons, firms or corporations, because of the construction and/or maintenance of said sewer easement.

MAR 24 1966- FILED BY PNTI

6004985 224
68/289-290 69/29

7. Each and all of the covenants herein contained shall run with the land.

8. This Agreement shall be valid for a period of 99 years from date hereof and shall be binding upon and inure to the benefit of the owners of said Tracts "B", "C" and "D" and their respective heirs, personal representatives, and successors-in-interest thereto.

SIGNED at Mercer Island, Washington this 18th day of March, 1966.

Grantors:

Robert W. Campbell
Nailyn D. Campbell
His Wife

Grantees:

Robert W. Campbell
Marjorie W. Wells
His Wife

MAR 24 1966 - FILED BY PNTI

No. 7410150668
INSTRUMENT AFFECTING

~~Unit No.~~
~~filed under above number~~

~~SATISFACTION PREPAID~~

REGISTERED LAND

REGISTERED LAND
PROTECTIVE COVENANTS

3579-DC

7410150668

R.P. Lent and Vivian Lent, hereinafter referred to as "GRANTORS" acting for themselves, heirs and assigns and exercising the power to impose Protective Covenants as owners of record of: That portion of Lots 16 through 19 and 32 through 34 Seward Addition, as recorded in volume 24 of plats, page 26, records of King County, Washington described as follows: Beginning at a point on the northerly line of said Lot 34 which bears South 85°56'42" West 5.28 feet from the northeast corner thereof; thence South 27°09'40" West 24.75 feet; thence on a curve to the left having a radius of 144 feet a distance of 110.75 feet; thence South 16°54'20" East 35.79 feet; thence South 64°59'11" East 68.47 feet to the south line of said lot 32; thence South 89°43'56" East along said south line 12.50 feet to the southeast corner of said lot 32; thence continuing on the south line of said lot 19 South 89°43'56" East 49.95 feet; thence North 0°16'04" East 100.00 feet to the south line of said lot 17; thence South 89°43'56" East along the south line of said lot 17 a distance of 0.25 feet more or less to a point which is South 89°43'56" East 81.10 feet from the southwest corner of said lot 17; thence North 0°16'04" East 101.28 feet to the north line of said lot 16; thence westerly along the north line of said lot 16 and 34 South 85°56'42" West 115.43 to the point of beginning. Situated in the City of Mercer Island, County of King, State of Washington.

Shall be subject to the Protective Covenants which they do hereby provide and impose as follows: In regard to the request to maintain the trees and shrubbery on above described property in such manner so as not to obstruct the view from the living room window as presently located on the following described property: Lot 16 and 17 Seward Addition, Portion East of a line drawn at right angles to a South line of lot 17, 81.10 feet East of southwest corner of lot 17.

3579-20

We, the undersigned, hereby agree not to unreasonably obstruct your living room window view of Lake Washington by trees, shrubbery, or other vegetation on the east boundary of above described Grantors property on the following conditions:

- 1) That the Grantor shall have the right to full reimbursement for any expense the Grantor incur due to the removal of any tree, shrubbery or other vegetation which obstructs the aforementioned view.
- 2) That the grantor have a right to full reimbursement for any expense the Grantor incur due to the planting of new trees, shrubbery or other vegetation as replacement for vegetation removed in paragraph # 1 above.
- 3) This cutting and maintenance would only apply to that area of the view above the top of the existing tennis court fence.

R. P. Lent

R. P. Lent

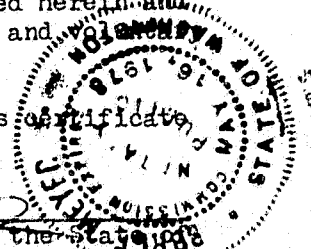
Vivian Lent

Vivian Lent

On this 15 day of October 1974, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared R.P. Lent and Vivian Lent, husband and wife, to me known to be the individuals described herein and who executed the foregoing PROTECTIVE COVENANTS instrument as their free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and official seal hereto affixed the day and year in this above written.

Boyle Mc...
Notary Public in and for the State of Washington, residing Mercer Island.



08174 00489 7410150668 - D RF 9.00

REGISTERED CLAIM

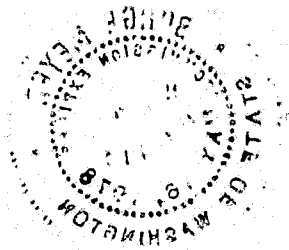
ma
FILED for Record at Request of

Coast Mtg.
Bellevue Br.
11661 SE 1st.
Bellevue, WA 98004

E-79693

21976
224
71 176

CERTIFICATE
FILE NO.
DATE
BY



RECORDED
OF
REQUEST

1974 OCT 15 PM 4 08

DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

3.00
3.00
3.00
9.00

RECORDS & ELECTIONS DEPT.
Division of Records
300 King County Administration Bldg.
514 - 4th Ave., Seattle, WA 98104

After Filing Return To:
Lawrence Corey, MD
357 Lee Street
Seattle, WA 98109

REGISTERED LAND

Certificate 28963
Title No. 224
Volume 96 Folio 160

Certificate 28121
Title No. 224
Volume 93 Folio 221

AGREEMENT REGARDING DEED RESTRICTION

Grantor(s):

1. Lawrence Corey
2. Amy Corey

Grantee(s):

1. Randall G. Peterson
2. Carla M. Peterson

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

A portion of Lots 33 and 34, and a portion of Lots 16-19 and
32-34, Seward Addition, Volume 24 of Plats, Page 26

Assessor's Property Tax Parcel Account Number(s):

770010-0092-05 and 770010-0091-06

Reference Numbers of Documents Assigned or Released (if applicable):

6163966

6004984,

9812292657

AGREEMENT REGARDING DEED RESTRICTION

This Agreement Regarding Deed Restriction (this "Agreement") is entered into as of the _____ day of November, 1998, by and between Lawrence and Amy Corey, husband and wife, (the "Coreys") and Randall G. and Carla M. Peterson, husband and wife (the "Petersons").

RECITALS

A. The Coreys are the owners of certain real property commonly known as 8033 Southeast 45th Street, Mercer Island, Washington and legally described on Exhibit A attached hereto (the "Corey Property").

B. The Petersons are the owners of certain real property commonly known as 8035 Southeast 45th Street, Mercer Island, Washington and legally described on Exhibit B attached hereto (the "Peterson Property").

C. Pursuant to a deed restriction contained in that certain Statutory Warranty Deed dated as of January 23, 1966 and recorded under recording number 6004984, the height of buildings on the Corey Property is restricted in relation to the then-existing improvements on the Peterson Property (the "Deed Restriction"). The benefits of the Deed Restriction were transferred to the owner of the Peterson Property pursuant to a Statutory Warranty Deed dated April 3, 1967, and recorded under recording number 6163966.

D. The Coreys are in the process of constructing an addition to the existing building on the Corey Property and have asked the Petersons to enter into this Agreement to permit the construction as proposed notwithstanding the existing Deed Restriction.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Maximum Roof Elevations. The Petersons hereby agree that the construction of an addition to the existing structure on the Corey Property or any other structure that replaces the existing structure with the following maximum roof elevations (which shall mean the elevation at the highest point of the structure's roof) shall be permitted notwithstanding the Deed Restriction: 184.75 feet as to the southern portion of the structure that extends from the southernmost edge of the foundation to a parallel line 34 feet to the north (shown as "area A" on the diagram attached hereto as Exhibit C (the "Diagram")); 187.33 feet as to the remainder of the structure except that the roofline over the great room directly west of the main entry ("area B" on the Diagram) shall be 186.33 feet, and shall not extend westerly beyond 46 feet 4 inches to a parallel line west of eastern most line of foundation north of the main entry. The foregoing height restrictions are based on the elevations shown on that certain land survey prepared by M.W. Marshall under Job No. 1576C (F.B. No. 592), a reduced size copy of which is attached hereto as Exhibit D.

9812292657

2. Chimney. Notwithstanding anything to the contrary contained herein or in the Deed Restriction, the structure on the Corey Property may include one (1) chimney on the southern side of "area B" provided that the height of the chimney shall not be more than two and one half (2.5) feet above the maximum roof elevation applicable to "area B".

3. Roof Pitch. Notwithstanding anything to the contrary contained herein or in the Deed Restriction, the slope of the roof of the existing structure or any replacement structure with the foregoing heights on the Corey Property shall conform to the following: any roof with the maximum height in "area A" shall not exceed a 3 in 12 pitch and any roof with the maximum height in "area B" shall not exceed a 5 in 12 pitch.

4. Waiver. The Petersons on behalf of themselves and all future owners of the Peterson Property hereby waive any claims that any structure within the agreed upon height restrictions as shown on the Diagram violates the Deed Restriction. Except as otherwise modified or waived by this Agreement, the terms of the Deed Restriction shall remain unmodified and in full force and effect.

5. Landscaping. The Coreys on behalf of themselves and all future owners of the Corey Property hereby agree to maintain all trees, shrubs and vegetation on the Corey Property trimmed to a height not to exceed six (6) feet below the floor level of the structure located on the Peterson Property as of the date of this Agreement which the parties agree is 187.5 feet. Such work shall be performed no later than forty (40) days after notice from the owner of the Peterson Property that the vegetation has grown too high.

6. Covenants Run With the Land. This Agreement shall be recorded in the real property records of King County. The benefits and burdens of this Agreement shall inure to the benefit of and be binding on the Peterson Property and the Corey Property and the owners thereof and their respective heirs, personal representatives, successors and assigns and shall run with the land. The Coreys agree that their obligations under this Agreement shall be subject to enforcement by specific performance provided such remedy is otherwise available under applicable law.

7. Attorneys Fees. In the event of any legal proceeding with respect to the height of the structure, improvement or vegetation on the Corey Property, the non-prevailing party shall reimburse the prevailing party for its reasonable attorneys' fees and costs incurred in connection with such legal proceeding.

8. Miscellaneous.

a. Headings. The headings in the Agreement are for convenience only and do not in any limit or affect the terms and provisions hereof.

b. Unenforceability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

c. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Washington.

d. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

e. Amendment; Modification. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

f. Waiver. A party may, at any time or times, at its election, waive any of its rights hereunder, but any such waiver shall be effective only if contained in a writing signed by such party. No waiver shall reduce the rights and remedies of such party by reason of any breach of any other party. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

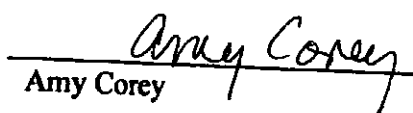
g. Exhibits. the Exhibits referred to herein and attached to this Agreement are incorporated herein as if set forth herein in full.

9. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, express or implied, and all negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth herein.

Executed as of the date first above written.

The Coreys:


Lawrence Corey


Amy Corey

9812292657

The Petersons:

Randall G. Peterson
Randall G. Peterson

Carla M. Peterson
Carla M. Peterson

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 3rd day of ~~November~~ ^{December}, 1998, before me, a Notary Public in and for the State of Washington, personally appeared Lawrence Corey and Amy Corey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be their free and voluntary acts and deeds for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Marlene Poortinga Stone
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My appointment expires 6-12-02
Print Name Marlene Poortinga Stone

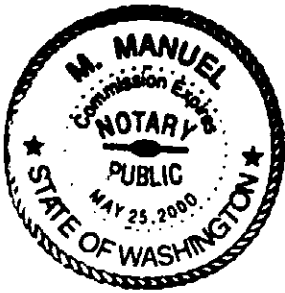


9812292657

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 18th day of November, 1998, before me, a Notary Public in and for the State of Washington, personally appeared ~~Randall G. Peterson~~ and Carla M. Peterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be ~~their~~ free and voluntary acts and deeds for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



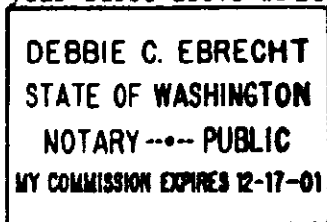
M. Manuel
NOTARY PUBLIC in and for the State of
Washington, residing at RENTON
My appointment expires 5-25-2000
Print Name M. MANUEL

9812292657

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 19th day of November, 1998, before me, a Notary Public in and for the State of Washington, personally appeared Randall G. Peterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary acts and deeds for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Debbie C. Ebrecht
NOTARY PUBLIC in and for the state of
Washington, residing at Seattle
My appointment expires 12-17-01
Print Name Debbie C. Ebrecht

Exhibit B

Legal Description of Peterson Property

THAT PORTION OF LOTS 16 THROUGH 19 AND 32 THROUGH 34 OF SEWARD ADDITION, AS PER PLAT RECORDED IN VOLUME 24 OF PLATS, PAGE 26, RECORDS OF KING COUNTY; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 34 WHICH BEARS SOUTH 85 DEGREES 56 MINUTES 42 SECONDS WEST 5.28 FEET FROM THE NORTHEAST CORNER OF THEREOF;
THENCE SOUTH 27 DEGREES 09 MINUTES 40 SECONDS WEST 24.75 FEET;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 144 FEET A DISTANCE OF 110.75 FEET;
THENCE SOUTH 16 DEGREES 54 MINUTES 20 SECONDS EAST 35.79 FEET;
THENCE SOUTH 64 DEGREES 59 MINUTES 11 SECONDS EAST 68.47 FEET TO THE SOUTH LINE OF SAID LOT 32;
THENCE SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE 12.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32;
THENCE CONTINUING ON THE SOUTH LINE OF SAID LOT 19 SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST 49.95 FEET;
THENCE NORTH 00 DEGREES 16 MINUTES 04 SECONDS EAST 100.00 FEET TO THE SOUTH LINE OF SAID LOT 17;
THENCE SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 17 A DISTANCE OF 0.25 FEET, MORE OR LESS TO A POINT WHICH IS SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST 81.10 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 17;
THENCE NORTH 00 DEGREES 16 MINUTES 04 SECONDS EAST 101.28 FEET TO THE NORTH LINE OF SAID LOT 16;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOTS 16 AND 34 SOUTH 85 DEGREES 56 MINUTES 42 SECONDS WEST 115.43 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

9812292657

Exhibit A

Legal Description of Corey Property

THAT PORTION OF LOTS 33 AND 34, SEWARD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 24 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

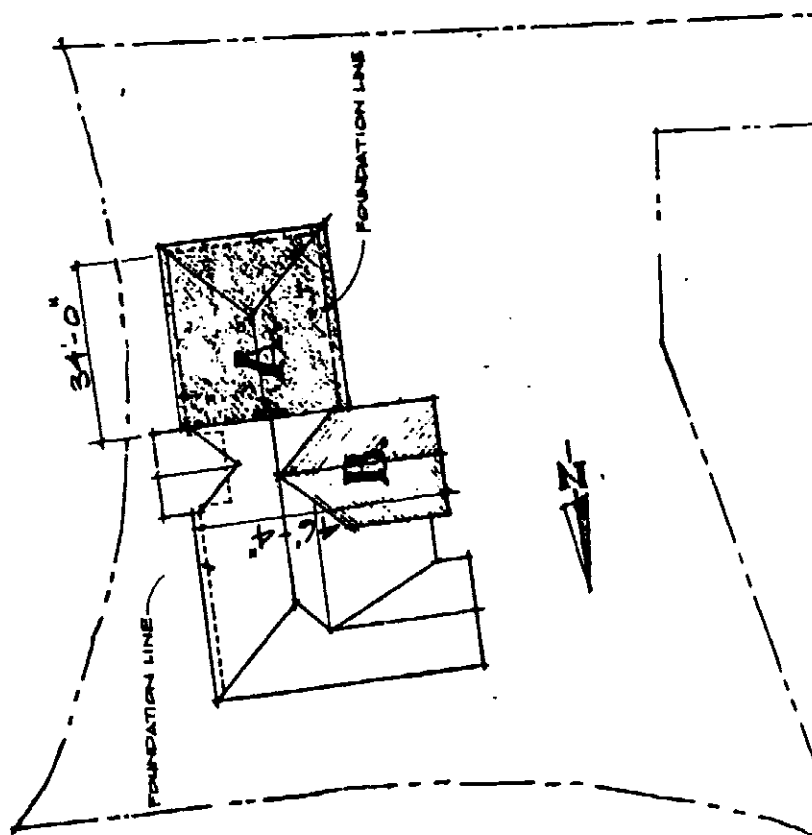
BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 34 WHICH BEARS SOUTH 85°56'42" WEST 19.31 FEET FROM THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 27°09'40" WEST 17.48 FEET;
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 156 FEET A DISTANCE OF 119.97 FEET;
THENCE SOUTH 16°54'20" EAST 9.75 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 33;
THENCE NORTH 89°45'56" WEST ALONG SAID SOUTHERLY LINE 186.61 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 16°54'20" WEST ALONG THE WESTERLY LINE OF SAID LOT 33, A DISTANCE OF 20.93 FEET;
THENCE SOUTH 89°43'56" EAST 82.10 FEET;
THENCE NORTH 0°16'04" EAST 39.16 FEET TO A POINT ON A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOTS 33 AND 34 AND DISTANT 90 FEET (MEASURED AT RIGHT ANGLES) THERE FROM;
THENCE NORTH 16°54'20" WEST, ALONG SAID PARALLEL LINE 99.11 FEET TO THE NORTHERLY LINE OF SAID LOT 34;
THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

9812292657

9812292657

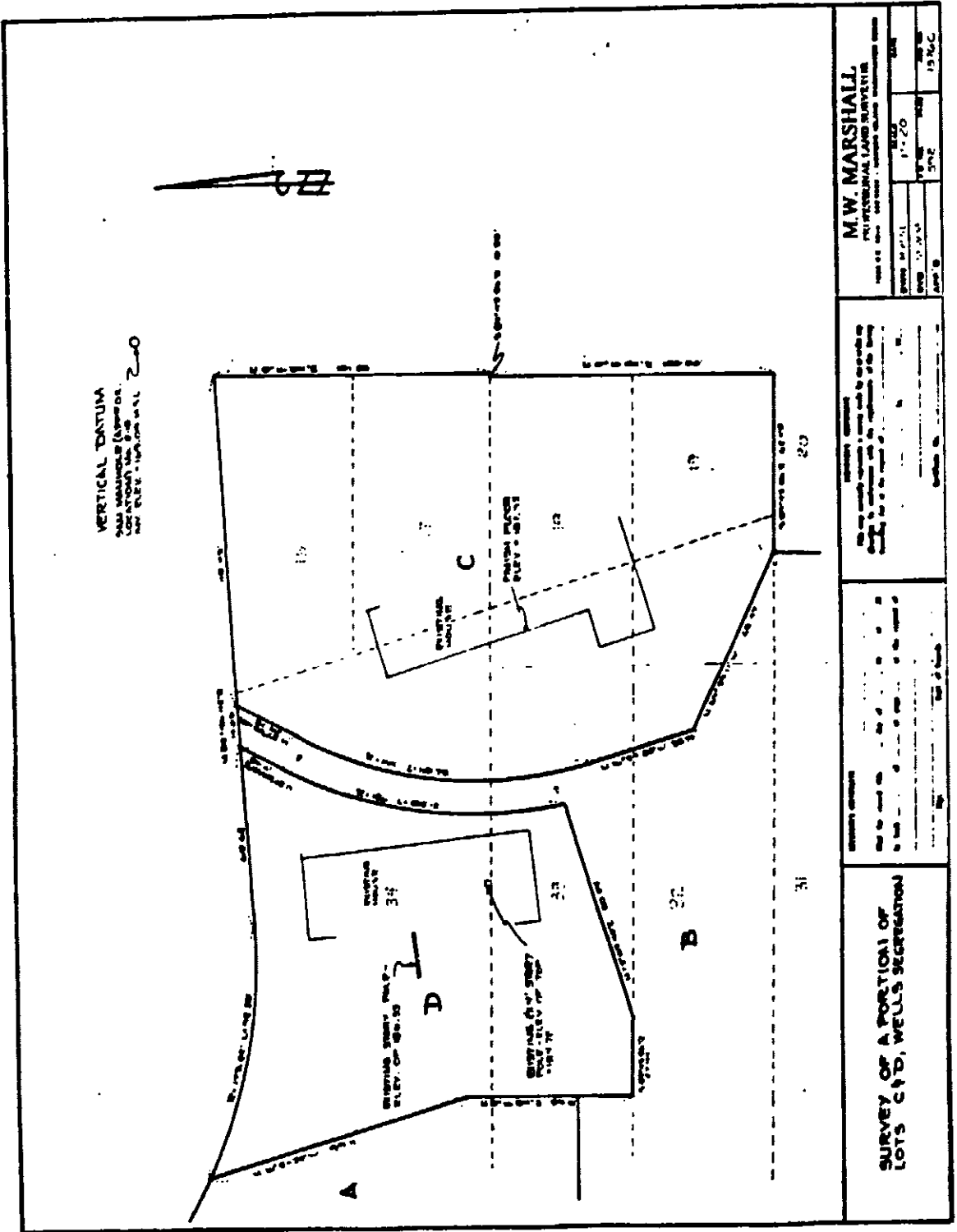
EXHIBIT C



F

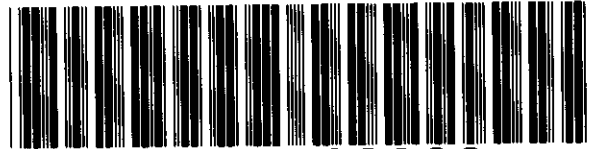
9812292657

EXHIBIT D - SURVEY



M.W. MARSHALL PROFESSIONAL LAND SURVEYOR No. of Years: 10 No. of States: 1 No. of Countries: 1		DATE: 11/10/20 TIME: 10:00 AM SCALE: 1" = 20' SHEET: 1 OF 1
SURVEY OF A PORTION OF LOTS C & D, WELLS SECRESSION		PROJECT NO.: CLIENT: ADDRESS: CITY: STATE: ZIP:

FILED FOR RECORD AT THE
REQUEST OF



20011130002900
PETERSON HAZ 10 00
PAGE 001 OF 003
11/30/2001 14 16
KING COUNTY, WA

MAIL TO
City of Mercer Island
9611 S E 36th Street
Mercer Island, WA 98040

**INDEMNIFICATION AND COVENANT FOR GEOLOGICALLY
HAZARDOUS AREAS**

This Release, Indemnification and Covenant Agreement is effective this
29th day of November, 2001. The Parties ("Parties") to this Agreement
are the City of Mercer Island, a Washington Municipal corporation ("City")
and Randall G. and Carla M. Peterson

a _____ ("Owner(s)")

- A Owner(s) has/have made application to the City for the purpose of
constructing a 24.75 foot long rock wall on the
northwest corner of the property
- B The applicant(s) is/are the Owner(s) of the real property situated in the
City of Mercer Island located at
8035 S E. 45th St
- C The Legal Description of the real property is as follows
See attached legal description.

NOW, THEREFORE, the Parties agree as follows

1 Release Pursuant to Mercer Island City Code Section 19 09 020, Owner(s)
hereby release the City, its elected officials, officers, employees, agents and volunteers
from any and all liability or damages arising out of any defect of the construction activity
on the property due to critical slopes, steep slopes, slide prone soils, or otherwise or in
any way connected with the City's issuance of any building permits or City approvals

2 Indemnification Pursuant to Mercer Island City Code Section 19 01 060, the
Owner(s) agree(s) to defend and hold the City of Mercer Island, its elected officials,
officers, employees, agents and volunteers harmless from all losses, actions, liabilities,
including costs and attorney fees, for and against any liability for damages to persons or

20011130002900

OF THE PROPOSED IMPROVEMENT
property as the result of construction or any work performed on or related to the Property,
ore resulting from the City's issuance of building permits or approvals

RGP
CMP
11-29-01

3 Compliance with Laws Owner(s) shall comply with and perform all work in accordance with all applicable federal, state, and City laws including, without limitation, the Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA"), the Model Toxics Control Act ("MTCA"), the Superfund Amendment Reauthorization Act ("SARA"), The Endangered Species Act ("ESA"), and the State Environmental Policy Act ("SEPA")

4 Covenant Running with Land This Agreement shall be recorded with the King County Records Office, shall constitute a covenant running with the land, and shall be binding upon Owner's successors in interest, heirs and assigns

DATED this 29th day of November, 2001

Randall G. Peterson
OWNER

Carla M. Peterson
OWNER

OWNER

OWNER

STATE OF WASHINGTON)

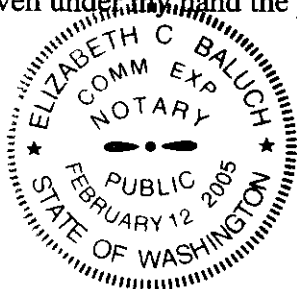
County of KING)

On this day personally appearing before me

Randall G. Peterson and
Carla M. Peterson

to me known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledge that he/she signed the same as a free and voluntary act and deed, for the use and purpose therein mentioned

Given under my hand the 29th day of November 2001



Elizabeth C. Baluch
Notary Public in and for the State of Washington,
Residing at Renton

ELIZABETH C BALUCH

LEGAL DESCRIPTION:

THAT PORTION OF LOTS 16 THROUGH 19 AND 32 THROUGH 34 OF SEWARD ADDITION, AS PER PLAT RECORDED IN VOLUME 24 OF PLATS, PAGE 26, RECORDS OF KING COUNTY; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 34 WHICH BEARS SOUTH 85 DEGREES 56 MINUTES 42 SECONDS WEST 5.28 FEET FROM THE NORTHEAST CORNER OF THEREOF;
 THENCE SOUTH 27 DEGREES 09 MINUTES 40 SECONDS WEST 24.75 FEET;
 THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 144 FEET A DISTANCE OF 110.75 FEET;
 THENCE SOUTH 16 DEGREES 54 MINUTES 20 SECONDS EAST 35.79 FEET;
 THENCE SOUTH 64 DEGREES 59 MINUTES 11 SECONDS EAST 68.47 FEET TO THE SOUTH LINE OF SAID LOT 32;
 THENCE SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE 12.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32;
 THENCE CONTINUING ON THE SOUTH LINE OF SAID LOT 19 SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST 49.95 FEET;
 THENCE NORTH 00 DEGREES 16 MINUTES 04 SECONDS EAST 100.00 FEET TO THE SOUTH LINE OF SAID LOT 17;
 THENCE SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 17 A DISTANCE OF 0.25 FEET, MORE OR LESS TO A POINT WHICH IS SOUTH 89 DEGREES 43 MINUTES 56 SECONDS EAST 81.10 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 17;
 THENCE NORTH 00 DEGREES 16 MINUTES 04 SECONDS EAST 101.28 FEET TO THE NORTH LINE OF SAID LOT 16;
 THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOTS 16 AND 34 SOUTH 85 DEGREES 56 MINUTES 42 SECONDS WEST 115.43 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

20011130002900

Reg Ld Agmt Sep 9-26

10-44

2237672

~~Sep 7-26~~

betw Frank W. Flood, a bach of S-W

to V. E. Lott and Clara M. Lott, hw of S-W

*That inasmuch as sp and sp now own an und half in

Lot 8-- Seward Add Mercer Island

on wch there is a water supply deemed adequate for all time for
the needs of all of the 46 lots in the addn; and this water has
always been considered as belonging to every lot in the addn,
share and share alike, both parties hto endorse the foregg
statement as just and true and declare tht as long as they h
the ti to Lot 8 they shall hold the water in

(S)

2237672-2

the 46 lots to the addn, and tht neither of the parties hto will ever sell his int in sd Lot 8 witht making sure tht the ti to the water then shall not pass to the pur excepting an one forty-dixth int, but will reserve to each lot in Seward Add its proper proportionate share of the water on sd lot 8, and will then dedicate this water togethr with the nec facilities for utilizing the sm such as space for Reservoir, and Pipe Line and ingress to and egress from them when nec for repairs or other essential purp forever to the use of the owners of the 46 lots in Seward Add share and share alike.*

Frank W.Flood S1

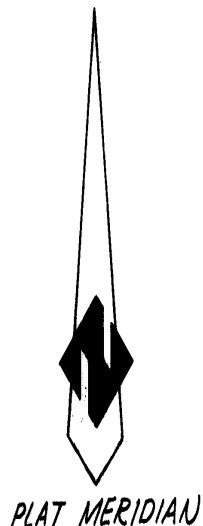
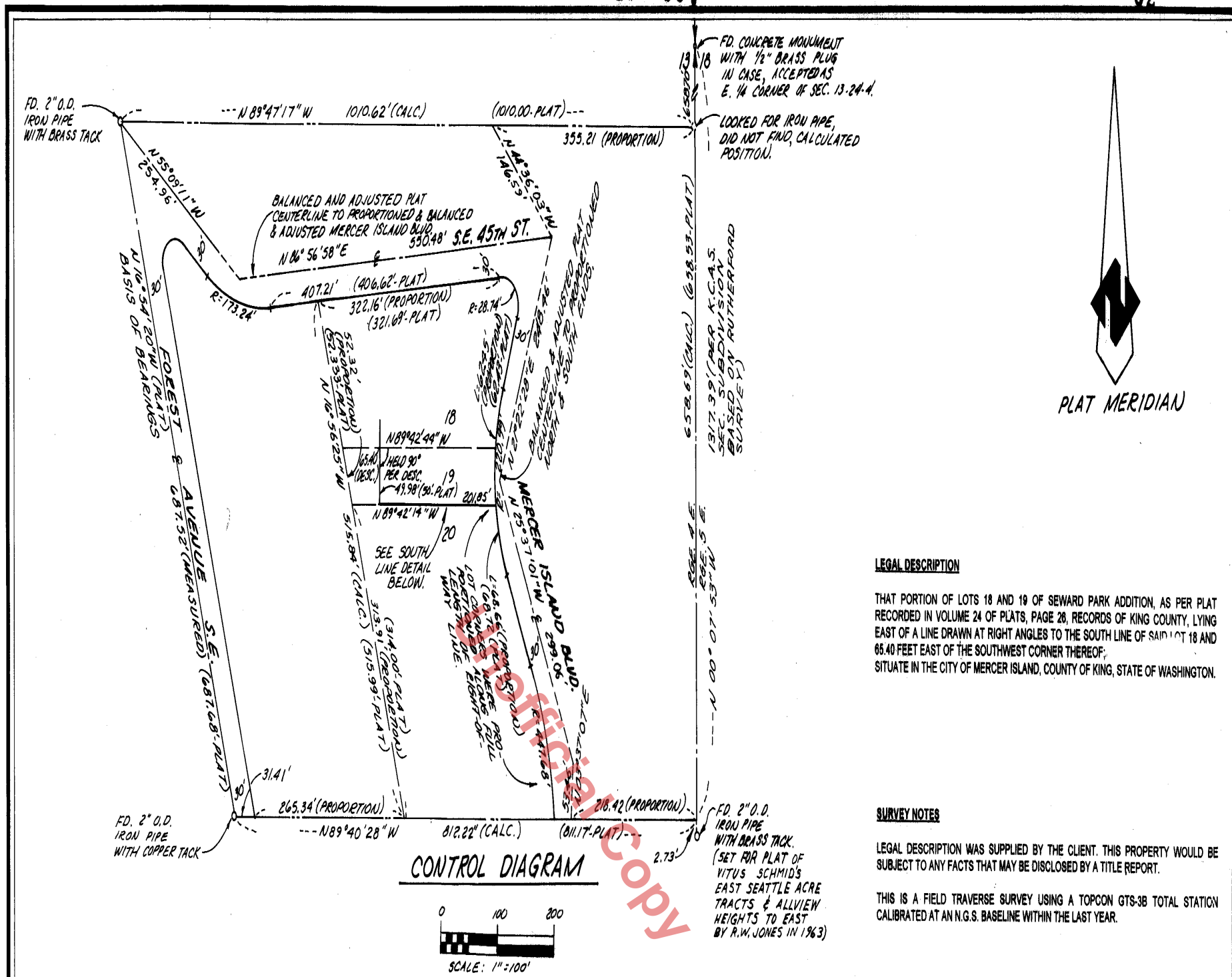
V.E.Lott S1

Clara M.Lott S1

✓
kew Sep 7-26 by Frank W.Flood, a bach, of S-W and V.E.Lott and Clara M.Lott, hw of s-w bef P.Van Arsdale np for sw res at s ns
Feb 18-27 (Fi by sp) ---

9704049007

114 62



LEGAL DESCRIPTION

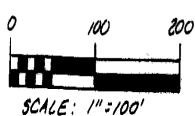
THAT PORTION OF LOTS 18 AND 19 OF SEWARD PARK ADDITION, AS PER PLAT RECORDED IN VOLUME 24 OF PLATS, PAGE 28, RECORDS OF KING COUNTY, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 18 AND 65.40 FEET EAST OF THE SOUTHWEST CORNER THEREOF, SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

SURVEY NOTES

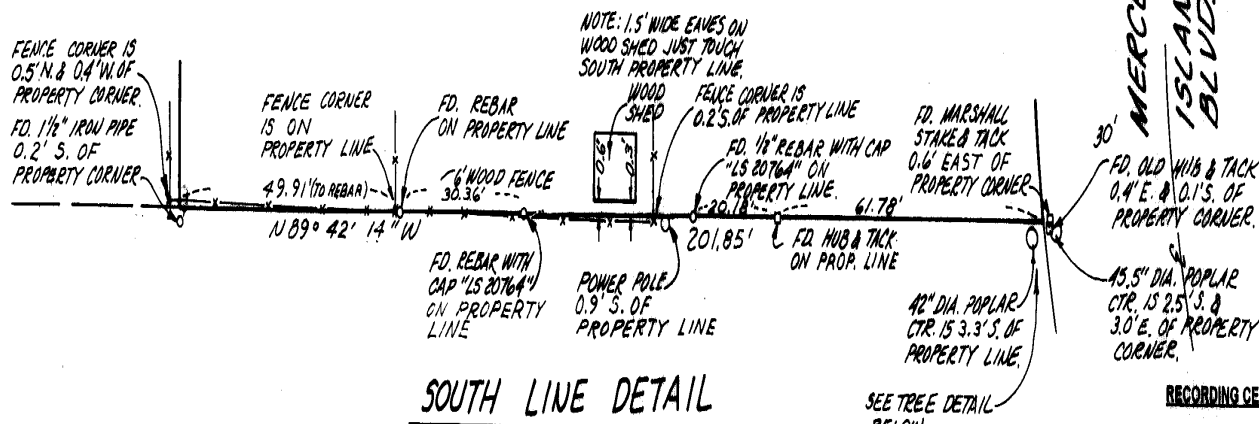
LEGAL DESCRIPTION WAS SUPPLIED BY THE CLIENT. THIS PROPERTY WOULD BE SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A TITLE REPORT.

THIS IS A FIELD TRAVERSE SURVEY USING A TOPCON GTS-3B TOTAL STATION CALIBRATED AT AN N.G.S. BASELINE WITHIN THE LAST YEAR.

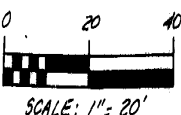
CONTROL DIAGRAM



SCALE: 1" = 100'



SOUTH LINE DETAIL



SCALE: 1" = 20'

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF JAMES SWAN IN JULY, 1996.

Errol S. Steadman
 ERROLD S. STEADMAN
 PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 29282
 STATE OF WASHINGTON

August 7, 1996
 DATE
 November 7, 1996

RECORDING CERTIFICATE

FILED FOR RECORD THIS 4TH DAY OF April, 1997 AT 10:54 A.M. IN BOOK 114 OF SURVEYS AT PAGE 62, AT THE REQUEST OF HEBRANK, STEADMAN & ASSOCIATES.

DIVISION OF RECORDS AND ELECTIONS

[Signature] MANAGER
[Signature] SUPERINTENDENT OF RECORDS

RECORDING NO. 9704049007

REVISED NOV. 5, 1996

HEBRANK, STEADMAN & ASSOCIATES, P.S.
PROFESSIONAL LAND SURVEYORS
 6564 FIFTH AVE. SO., SEATTLE, WA 98108 (206) 762-4982

RECORD OF SURVEY

FOR
JAMES SWAN



INDEX
 SEWARD ADDITION, VOL. 24, PG. 26, LOTS 18 & 19
 NE 1/4, SE 1/4, SEC. 13, TWP. 24 N., R6E, 4 E., W.M., KING COUNTY, WA


DATE: AUGUST 1996
 DRAWN BY: JSS
 MAP CHECK: JSS
 FINAL CHECK: JSS
96094
 SHEET 1 OF 1

970404-9007 10:54:00 AM KING COUNTY RECORDS DB1 HNT

AFTER RECORDING, MAIL TO:
City of Mercer Island, Attn: _____
9611 SE 36th Street
Mercer Island, WA 98040

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement Not to Sue (Agreement”) is effective this 13 day of February, 2024. The Parties (“Parties”) to this Agreement are the City of Mercer Island, a Washington Municipal corporation (“City”) and the following owners (all owners with complete names must be listed) of private property (“Owner(s)”).

STEVEN ADAMS
JOANNE ADAMS 

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at 8035 SE 45TH ST 98040.

B. The Legal Description of the real property (“Property”) is as follows:

SEWARD ADD POR OF 16 THRU 19 LY W OF LN RNG N 00-16-04 E 100 FT FR PT ON S LN OF 19 49.95 FT E OF SW COR TH S 89-43-56 W ALG S LN OF 17 0.25 FT M/L TO PT 81.10 FT E OF SW COR OF 17 TH N 00-16-04 E 101.28 FT M/L TO N LN OF 16 & POR 32 THRU 34 LY E OF LN BEG ON NLY LN OF LOT 34 5.28 FT W OF NE COR THOF TH S 27-09-40 W 24.75 FT TH ON CURVE TO LFT RAD 144 FT DIST 110.75 FT TH S 16-54-20 E 35.79 FT TH S 64-59-11 E 68.47 FT TO S LN LOT 32
PLat Block:
Plat Lot: PORS

[If not enough space, attach separate sheet labeled Exhibit A.]

C. The Parcel Number of the Property is as follows: 7700100091

D. The applicant Owner(s) has/have applied to the City for a BUILDING permit which bears

MAIN PERMIT NO. 2307-175 for the purpose of: REMOVE WEST SIDE OF SINGLE FAMILY RESIDENCE & REBUILD ON EXISTING FOUNDATION & SLAB. NEW ROOF

This agreement applies to all related permits issued, and/or amended at any time in the future, pursuant to this Main Permit.

S:\DSG\FORMS\HH-indv 07/2016 Main Permit No. 2307-175

2. RECORDING:

This Agreement shall be recorded by the applicant with the King County Recorder's Office. The permit identified in (D) above shall not be valid until the City has obtained written proof of such recording. Alternately, the City may record this Agreement.

3. COVENANT RUNNING WITH THE LAND:


This Agreement shall be a covenant running with the land and the rights and obligations contained herein shall run with and burden the property identified above, and shall inure to the benefit of and be binding upon the Parties to this Agreement, their heirs, successors and assigns:

- 3 years from approval of final inspection of the permitted work; or
- ___ years from approval of final inspection of the permitted work; or
- without limitation as to a period of years.

4. INSPECTION. The City's inspection or acceptance of any of the Owner's construction or other work either during construction or when completed shall not be grounds to avoid any of the obligations of this Agreement.

5. COMPLIANCE WITH LAWS: All permitted activities shall be conducted in accordance with all applicable federal, state, and City laws including, without limitation, the Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA"), the Model Toxics Control Act ("MTCA"), the Superfund Amendment Reauthorization Act ("SARA"), The Endangered Species Act ("ESA"), and the State Environmental Policy Act ("SEPA").

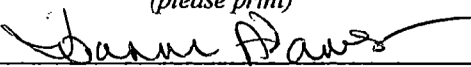
DATED this 13 day of February, 2024.



OWNER (signature)

Name: Steven Adams

(please print)



OWNER (signature)

Name: Danni Adams

(please print)

(If married, both spouses must sign, and both signatures must be notarized.)

S:\DSG\FORMS\HH-indv

07/2016

Main Permit No. 2307-175

E. The parties have agreed to enter into this Agreement to address concerns regarding the following circumstances:

- 1. Permitted activity will take place on, or may impact a:
 - Watercourse
 - Wetland
 - Shoreline
 - Steep slope or slide-prone slope
 - Poor soil conditions
 - Seismic Liquefaction
 - Other geologic hazard or critical area consideration (describe)

- 2. Adjacency of permitted activity to roadways or structures
- Alternate materials, methods of design or methods of construction will be used (alternate to International Building Code or International Residential Code specifications)
- Other (describe)

NOW, THEREFORE, the Parties agree as follows:

1. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE “(AGREEMENT)”:

Pursuant to Mercer Island City Code Section 19.01.060, and in consideration of the City issuing the permit identified in (D) above, which constitutes good and valuable consideration, the receipt of which the Owner(s) acknowledge(s), the Owner(s) covenant(s) not to sue and agree(s) to defend, indemnify, and hold the City of Mercer Island, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Owner or on the Owner’s behalf out of issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

S:\DSG\FORMS\HH-indv

07/2016

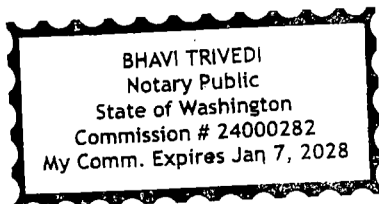
Main Permit No. 2307-175

STATE OF WASHINGTON)
) ss [INDIVIDUAL ACKNOWLEDGMENT]
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Steven Adams

(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes therein mentioned in the instrument.

Given under my hand and seal the 13th day of February 2024



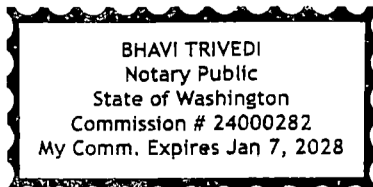
Bhavi
Notary Public in and for the State of Washington
Bhavi Trivedi
Printed Name
My Appointment Expires 1/7/28

STATE OF WASHINGTON)
) ss [INDIVIDUAL ACKNOWLEDGMENT]
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Joanne Adams

(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes therein mentioned in the instrument.

Given under my hand and seal the 13th day of February 2024



Bhavi
Notary Public in and for the State of Washington
Bhavi Trivedi
Printed Name
My Appointment Expires 1/7/28

CTI 0196550-ETU MK

When Recorded Mail To:
BANK OF AMERICA, N.A.
4500 Amon Carter Blvd., Doc
Proc TX2-979-01-19
Ft. Worth, TX 76155

[Space Above This Line For Recording Data]

DEED OF TRUST

ADAMS
Doc ID #: xxxxxxxxxxx595
PIN: 770010-0091-06
Escrow/Closing #: 0196550-ETU-MK

Grantor(s): STEVEN R ADAMS AND JOANNE ADAMS, A MARRIED COUPLE

Grantee(s): BANK OF AMERICA, N.A.

ABBR. LEGAL DESCRIPTION:

Per Title Policy PTN LTS 16-19 & LTS 32-34, SEWARD ADDITION

Full legal description located on page 2 or 3.

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 February 17, 2021, together with all Riders to this document.

(B) "Borrower" is STEVEN R ADAMS AND JOANNE ADAMS, A MARRIED COUPLE. Borrower is the trustor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.. Lender is a National Association organized and existing under the laws of THE UNITED STATES. Lender's address is 101 South Tryon Street, Charlotte, NC 28255. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is First American Title Insurance Company.

(E) "Note" means the promissory note signed by Borrower and dated February 17, 2021. The Note states

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that Borrower owes Lender **One Million Eight Hundred Thirty Thousand And 00/100** Dollars (U.S. \$1,830,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 1, 2051**.

(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]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

(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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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.



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Doc ID #: xxxxxxxxx595

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 COUNTY of King:

THAT PORTION OF LOTS 16 THROUGH 19 AND LOTS 32 THROUGH 34, SEWARD ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 24 OF PLATS, PAGE 26, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 34 WHICH BEARS SOUTH 85°56'42" WEST 5.28 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 27°09'40" WEST 24.75 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 144 FEET A DISTANCE OF 110.75 FEET; THENCE SOUTH 16°54'20" EAST 35.79 FEET; THENCE SOUTH 64°59'11" EAST 68.47 FEET TO THE SOUTH LINE OF SAID LOT 32; THENCE SOUTH 89°43'57" EAST, ALONG THE SOUTH LINE, 12.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32; THENCE CONTINUING ON THE SOUTH LINE OF LOT 19, SOUTH 89°43'56" EAST 49.95 FEET; THENCE NORTH 00°16'04" EAST 100 FEET TO THE SOUTH LINE OF LOT 17; THENCE SOUTH 89°43'56" EAST, ALONG THE SOUTH LINE OF LOT 17, 0.25 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 89°43'56" EAST 81.10 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 00°16'04" EAST 101.28 FEET TO THE NORTH LINE OF SAID LOT 16; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID LOTS 16 AND 34, SOUTH 85°56'42" WEST 115.43 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON. APN/Parcel ID(s): 770010-0091-06

which currently has the address of 8035 SE 45th St, Mercer Island, Washington 98040-3905 ("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 seised 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.

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

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

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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 U.S. 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

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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. 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.

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Doc ID #: xxxxxxxxx595

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

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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 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.

WASHINGTON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
WASHINGTON DEED OF TRUST (SIDOT.WA)

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BANK OF AMERICA, N.A.



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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 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 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.

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.

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; (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 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 its 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 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.




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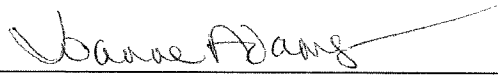
26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' 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 this Security Instrument and in any Rider executed by Borrower and recorded with it.



- BORROWER - STEVEN R ADAMS



JOANNE ADAMS



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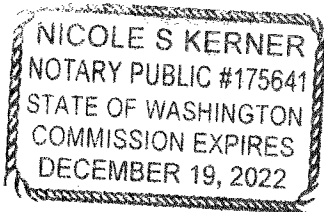
STATE OF Washington

COUNTY OF King

On this day personally appeared before me
STEVEN R. ADAMS and Joanne Adams

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

GIVEN under my hand and official seal this 17 day of February 2021



Nicole S Kerner

Notary Public in and for the State of Washington

Residing at:

Sammamish WA

My Appointment Expires: 12-19-22

Individual Loan Originator: Jason E Englehart, NMLSR ID: 244098
Loan Originator Organization: BANK OF AMERICA, N.A., NMLSR ID: 399802



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**FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*)-Rate Caps)**

ADAMS
Doc ID #: xxxxxxxxxxx595
Escrow/Closing #: 0196550-ETU-MK

THIS FIXED/ADJUSTABLE RATE RIDER is made this 17th day of February, 2021, 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 **BANK OF AMERICA, N.A.** ("Lender") of the same date and covering the property described in the Security Instrument and located at: 8035 SE 45th St, Mercer Island, WA 98040-3905 [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 MINIMUM AND MAXIMUM RATES 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 2.500%. 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 **March, 2031**, 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 that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is a benchmark, known as the one-year U.S. dollar (USD) LIBOR index. The Index is currently published in, or on the website of, *The Wall Street Journal*. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if

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Doc ID #: xxxxxxxxx595

the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Two And One-Fourth** percentage points (2.250%) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index 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.

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 7.500% or less than 2.250%. 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 rate will never be greater than 7.500% or less than 2.250%.

(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.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an

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official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

(1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.

(2) If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

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

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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 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.

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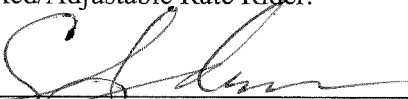


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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within 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 this Fixed/Adjustable Rate Rider.



- BORROWER - STEVEN R ADAMS



JOANNE ADAMS

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PARCEL DATA

Parcel	770010-0091	Jurisdiction	MERCER ISLAND
Name	ADAMS STEVEN R AND JOANNE	Levy Code	1031
Site Address	8035 SE 45TH ST 98040	Property Type	R
Residential Area	034-006 (SE Appraisal District)	Plat Block / Building Number	
Property Name		Plat Lot / Unit Number	PORS
		Quarter-Section-Township-Range	<u>SE-13-24-4</u>

Legal Description

SEWARD ADD POR OF 16 THRU 19 LY W OF LN RNG N 00-16-04 E 100 FT FR PT ON S LN OF 19 49.95 FT E OF SW COR TH S 89-43-56 W ALG S LN OF 17 0.25 FT M/L TO PT 81.10 FT E OF SW COR OF 17 TH N 00-16-04 E 101.28 FT M/L TO N LN OF 16 & POR 32 THRU 34 LY E OF LN BEG ON NLY LN OF LOT 34 5.28 FT W OF NE COR THOF TH S 27-09-40 W 24.75 FT TH ON CURVE TO LFT RAD 144 FT DIST 110.75 FT TH S 16-54-20 E 35.79 FT TH S 64-59-11 E 68.47 FT TO S LN LOT 32
Plat Block:
Plat Lot: PORS

LAND DATA

Highest & Best Use As If Vacant	SINGLE FAMILY
Highest & Best Use As Improved	PRESENT USE
Present Use	Single Family(Res Use/Zone)
Land SqFt	24,950
Acres	0.57

Percentage Unusable	
Restrictive Size Shape	NO
Zoning	R-15
Water	WATER DISTRICT
Sewer/Septic	PUBLIC
Road Access	PUBLIC
Parking	ADEQUATE
Street Surface	PAVED

Views

Rainier	
Territorial	GOOD
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	GOOD
Lake Sammamish	
Lake/River/Creek	
Other View	

Waterfront

Waterfront Location	
Waterfront Footage	0
Lot Depth Factor	0
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Poor Quality	NO
Proximity Influence	NO

Designations

Historic Site	
Current Use	(none)
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO
Deed Restrictions	NO
Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Nuisances

Topography	
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems

Water Problems	NO
Transportation Concurrency	NO
Other Problems	NO

Environmental

Environmental	NO
----------------------	----

BUILDING

Building Number	1
Year Built	1955
Year Renovated	1989
Stories	1
Living Units	1
Grade	10 Very Good

Click the camera to see more pictures.

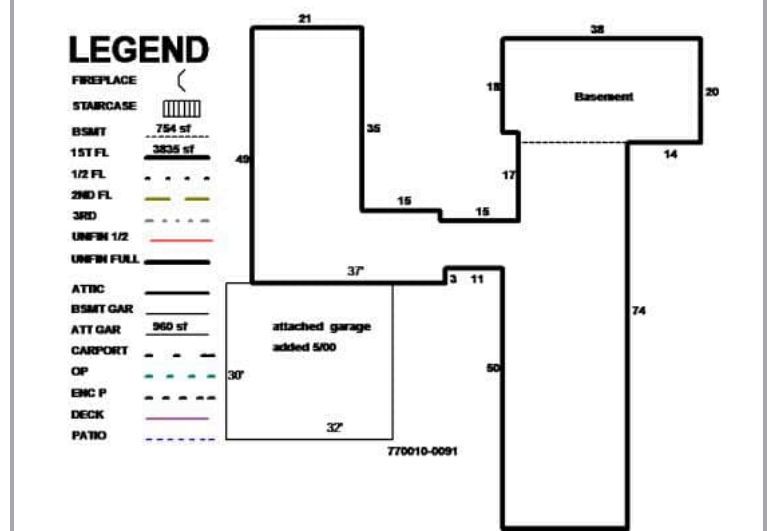
Grade Variant	0
Condition	Average
Basement Grade	9 Better
1st Floor	3,810
1/2 Floor	0
2nd Floor	0
Upper Floor	0
Finished Basement	750
Total Finished Area	4,560
Total Basement	750
Basement Garage	0
Unfinished 1/2	0
Unfinished Full	0
AGLA	3,810
Attached Garage	960
Bedrooms	4
Full Baths	3
3/4 Baths	0
1/2 Baths	1
Heat Source	Gas
Heat System	Forced Air
Deck Area SqFt	0
Open Porch SqFt	0
Enclosed Porch SqFt	0
Brick/Stone	60
Fireplace Single Story	0
Fireplace Multi Story	1
Fireplace Free Standing	0
Fireplace Additional	1
AddnlCost	0
Obsolescence	0
Net Condition	0
Percentage Complete	0
Daylight Basement	YES
View Utilization	

Picture of Building 1



Click the camera to see more floor plans.

Floor plan of Building 1



TAX ROLL HISTORY

Account	Valued Year	Tax Year	Omit Year	Levy Code	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total Value (\$)	New Dollars (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total Value (\$)	Tax Value Reason
770010009106	2023	2024		1031	2,034,000	1,230,000	3,264,000	0	2,034,000	1,230,000	3,264,000	
770010009106	2022	2023		1031	2,289,000	1,362,000	3,651,000	0	2,289,000	1,362,000	3,651,000	
770010009106	2021	2022		1031	1,884,000	845,000	2,729,000	0	1,884,000	845,000	2,729,000	
770010009106	2020	2021		1031	1,795,000	615,000	2,410,000	0	1,795,000	615,000	2,410,000	
770010009106	2019	2020		1031	1,473,000	1,057,000	2,530,000	0	1,473,000	1,057,000	2,530,000	
770010009106	2018	2019		1031	1,445,000	1,032,000	2,477,000	0	1,445,000	1,032,000	2,477,000	
770010009106	2017	2018		1031	1,307,000	928,000	2,235,000	0	1,307,000	928,000	2,235,000	
770010009106	2016	2017		1031	1,195,000	885,000	2,080,000	0	1,195,000	885,000	2,080,000	
770010009106	2015	2016		1031	1,082,000	802,000	1,884,000	0	1,082,000	802,000	1,884,000	
770010009106	2014	2015		1031	1,000,000	735,000	1,735,000	0	1,000,000	735,000	1,735,000	
770010009106	2013	2014		1031	1,078,000	583,000	1,661,000	0	1,078,000	583,000	1,661,000	
770010009106	2012	2013		1031	994,000	538,000	1,532,000	0	994,000	538,000	1,532,000	
770010009106	2011	2012		1031	1,046,000	467,000	1,513,000	0	1,046,000	467,000	1,513,000	
770010009106	2010	2011		1031	1,096,000	489,000	1,585,000	0	1,096,000	489,000	1,585,000	
770010009106	2009	2010		1031	1,129,000	503,000	1,632,000	0	1,129,000	503,000	1,632,000	
770010009106	2008	2009		1031	1,400,000	622,000	2,022,000	0	1,400,000	622,000	2,022,000	
770010009106	2007	2008		1031	1,220,000	443,000	1,663,000	0	1,220,000	443,000	1,663,000	
770010009106	2006	2007		1031	1,090,000	465,000	1,555,000	0	1,090,000	465,000	1,555,000	
770010009106	2005	2006		1031	991,000	451,000	1,442,000	0	991,000	451,000	1,442,000	
770010009106	2004	2005		1031	910,000	403,000	1,313,000	0	910,000	403,000	1,313,000	
770010009106	2003	2004		1031	910,000	403,000	1,313,000	0	910,000	403,000	1,313,000	
770010009106	2002	2003		1031	910,000	403,000	1,313,000	0	910,000	403,000	1,313,000	
770010009106	2001	2002		1031	663,000	488,000	1,151,000	0	663,000	488,000	1,151,000	
770010009106	2000	2001		1031	0	0	0	0	577,000	401,000	978,000	
770010009106	1999	2000		1031	462,000	394,000	856,000	0	462,000	494,000	956,000	

770010009106	1998	1999		1031	440,000	437,000	877,000	0	440,000	437,000	877,000	
770010009106	1997	1998		1031	0	0	0	0	292,000	298,000	590,000	
770010009106	1996	1997		1031	0	0	0	0	240,000	291,000	531,000	
770010009106	1994	1995		1031	0	0	0	0	240,000	291,000	531,000	
770010009106	1992	1993		1031	0	0	0	0	265,400	300,500	565,900	
770010009106	1990	1991		1031	0	0	0	0	245,700	278,200	523,900	
770010009106	1988	1989		1031	0	0	0	0	103,500	156,100	259,600	
770010009106	1986	1987		1031	0	0	0	0	108,000	159,600	267,600	
770010009106	1984	1985		1031	0	0	0	0	79,700	147,700	227,400	
770010009106	1982	1983		1031	0	0	0	0	71,200	138,000	209,200	

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
3100577	20210222003556	2/12/2021	\$3,270,120.00	CHAINIER KELLIE ANN J	ADAMS STEVEN R+JOANNE	Warranty Deed	None
2982027	20190412000597	3/28/2019	\$0.00	CHAINIER PHILIPPE	CHAINIER KELLIE ANN	Quit Claim Deed	None
2633045	20130930001024	9/27/2013	\$1,640,000.00	PHILLIPS GENE A+EDYTH D	CHAINIER KELLIE ANN J+PHILIPPE	Statutory Warranty Deed	Tenancy Partition
2053873	20040709002507	7/7/2004	\$1,937,700.00	PETERSON RANDALL G+CARLA M	PHILLIPS GENE A+EDYTH D	Statutory Warranty Deed	None
1299386	199303290000	3/16/1993	\$510,000.00	WUERCH WILLIAM F+SHARON L	PETERSON RANDALL C+CARLA M	Warranty Deed	None

REVIEW HISTORY

Tax Year	Review Number	Review Type	Appealed Value	Hearing Date	Settlement Value	Decision	Status
2020	1900009	Local Appeal	\$2,530,000	6/9/2020	\$2,530,000	SUSTAIN	Completed
2001	0005390	Local Appeal	\$1,079,000	3/26/2002	\$978,000	REVISE	Completed
2000	9900364	Local Appeal	\$856,000	9/28/2000	\$956,000	REVISE, ASSESSOR RECOMMENDED	Completed
2000	56027	State Appeal	\$956,000	5/17/2001	\$0		Completed
1999	9802519	Local Appeal	\$877,000	4/18/2000	\$877,000	SUSTAIN	Completed
1999	55792	State Appeal	\$0	5/17/2001	\$0	SUSTAIN	Completed

PERMIT HISTORY

Permit Number	Permit Description	Type	Issue Date	Permit Value	Issuing Jurisdiction	Reviewed Date
2105-184	ELECTRICAL,		5/24/2021	\$0	MERCER ISLAND	
2003-069	SIDE SEWER REPAIR,	Other	3/10/2020	\$0	MERCER ISLAND	5/12/2020
1908-234	ADD 1 OUTLET,2 VANITY FIXTURES, FLOOR HEAT CIRCUIT,		8/28/2019	\$0	MERCER ISLAND	4/1/2020
1908-179	2 SINK, 1 SHOWER TUB OR COMBO,		8/22/2019	\$0	MERCER ISLAND	4/1/2020
1905-134	ELECTRICAL,		5/17/2019	\$0	MERCER ISLAND	4/1/2020
0112-002	Construct rock wall at NW corner of property due to mudslide	Other	12/3/2001	\$5,000	MERCER ISLAND	8/28/2002
980680	Addition of a 3 car garage to existing residence	Remodel	4/1/1999	\$30,000	MERCER ISLAND	8/29/2000
990028	Replacement of part of a railroad tie bulkhead with keystone type blocks	Accessory, New	1/29/1999	\$5,000	MERCER ISLAND	8/29/2000
970490		Remodel	4/8/1997	\$50,000		

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PROPERTY TAXES

Results - 1

Tax payer name: ADAMS STEVEN R AND JOANNE

139999

Tax account number: 770010009106

—

Parcel number: 7700100091

Tax account status: This account is active.

Annual statement requested by

BAC TAX SERVICES CORPORATION

Mailing address on file:

8035 SE 45TH ST
MERCER ISLAND WA 98040

Billing Details

—

FIRST HALF AMOUNT IF PAID OR POSTMARKED BY APRIL 30, 2024

Current Year:

Tax year	Amount
2024 1st Half	\$11,237.37
2024 2nd Half	\$11,237.37

Breakdown by Tax Year

—

Tax Information	2024	2023	2022	2021
Levy code	1031	1031	1031	1031
Status	Taxable	Taxable	Taxable	Taxable
Omit year	0000	0000	0000	0000
Land value	\$2,034,000	\$2,289,000	\$1,884,000	\$1,795,000
Improvement value	\$1,230,000	\$1,362,000	\$845,000	\$615,000
Charges				
Tax	\$22,455.50	\$22,377.05	\$20,081.75	\$19,276.65
Noxious Weed	\$6.45	\$6.45	\$5.53	\$5.53
Conservation	\$12.79	\$12.47	\$12.17	\$11.89
Total billed	\$22,474.74	\$22,395.97	\$20,099.45	\$19,294.07
Amount paid	\$0.00	\$22,395.97	\$20,099.45	\$19,294.07
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Penalty	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$22,474.74	\$0.00	\$0.00	\$0.00

Payment History

Date	Receipt	Amount	Penalty/Interest Paid
10/23/2023	767668	\$11,197.98	\$0.00
04/17/2023	977810	\$11,197.99	\$0.00
10/20/2022	770616	\$10,049.72	\$0.00
04/21/2022	944750	\$10,049.73	\$0.00
10/22/2021	892097	\$9,647.03	\$0.00
04/22/2021	858601	\$9,647.04	\$0.00

2024 Tax / Fee Distribution

Distribution information	Dollars	Percent *
State School Part One	\$5,347.81	23.8%

Distribution information	Dollars	Percent *
State School Two - McCleary	\$2,869.35	12.8%
Local School	\$4,684.37	20.8%
County	\$4,366.97	19.4%
City	\$2,393.91	10.7%
Road	\$0.00	0.0%
Port	\$341.74	1.5%
Sound Transit	\$538.01	2.4%
Fire	\$0.00	0.0%
Hospital	\$0.00	0.0%
Flood	\$230.66	1.0%
Library	\$942.48	4.2%
EMS	\$740.20	3.3%
Other	\$0.00	0.0%
Fees And Charges	\$19.24	0.1%

*** Percents are rounded**

2024 Tax / Fee Distribution Chart



Request a Tax Statement



To request a tax statement, click the **Request tax statement** button below. The statement will be mailed to the address on file within 10 working days.

 **REQUEST TAX STATEMENT**

If the name or mailing address on your statement is incorrect, visit the Property Tax FAQ - General/Statements and scroll down to the section titled, [How do I change my mailing address or the name on my statement?](#)

King County Treasury Operations

King Street Center
201 South Jackson Street #710
Seattle, WA 98104

Hours: Monday-Friday, 8:30 a.m. to 4:30 p.m. PST



TTY Relay: 711

Customer Service

Property Tax Information and Customer Service
206-263-2890
PropertyTax.CustomerService@kingcounty.gov

Maintenance Assessment Management Systems Local Improvement Districts
206-263-1893
mams.lid@kingcounty.gov

Mobile Homes/Commercial Personal Property
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Tax Foreclosures
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