

Commitment for Title Insurance

Title Officer: Eastside Title Unit
Email: CTIBellevueETU@ctt.com
Title No.: 0272720-ETU

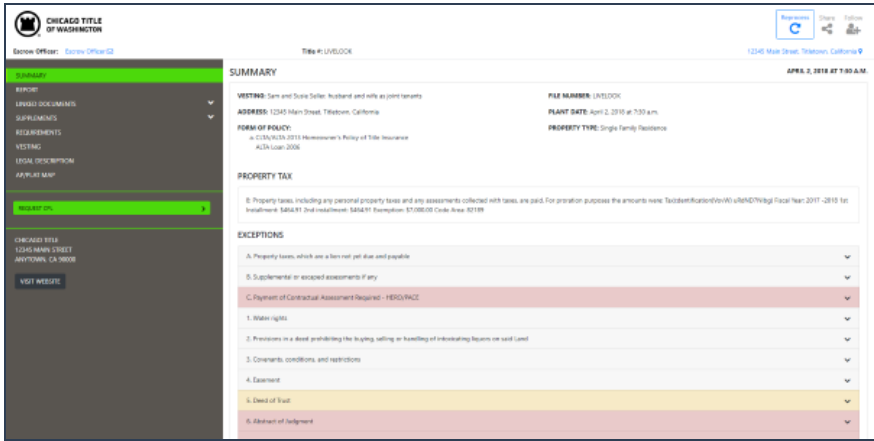
Property Address: 4332 West Mercer Way Mercer Island, WA 98040

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. The header includes the Chicago Title of Washington logo, the title number "Title #: LIVELOOK", and the address "1246 Main Street, Torrance, California". The date and time are "APR 2, 2019 AT 1:00 A.M.". The interface is divided into several sections:

- Summary:** Includes fields for "VESTING: Sam and Susie Siller, husband and wife as joint tenants", "ADDRESS: 1246 Main Street, Torrance, California", "FORM OF POLICY: A-CITL/SL/STL Homeowner's Policy of Title Insurance ALTA Loan 2006", "FILE NUMBER: LIVELOOK", "PLANT DATE: April 2, 2019 at 7:59 a.m.", and "PROPERTY TYPE: Single Family Residence".
- PROPERTY TAX:** A note stating: "B. Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were TaxIdentificationNo(W) whenTitleIs Fical Year: 2017-2018 for Installment \$484.81 2nd installment: \$484.81 Exemption: \$7,000.00 Code Area: 92189".
- EXCEPTIONS:** A list of exceptions with expandable sections:
 - A. Property taxes, which are a lien not yet due and payable
 - B. Supplemental or escaped assessments if any
 - C. Payment of Contractual Assessment Required - FERGUSON
 - 1. Water rights
 - 2. Provisions in a deed authorizing the buying, selling or handling of mineral rights on said land
 - 3. Covenants, conditions and restrictions
 - 4. Easement
 - 5. Deed of Trust
 - 6. Abstract of Judgment

Effortless, Efficient, Compliant, and Accessible

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0272720-ETU - SECOND

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Ken Chu and Wei Xu, husband and wife

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
11900 NE 1st St., Suite 110
Bellevue, WA 98005

Countersigned By:

J.L. Jackson
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Eastside Title Unit Chicago Title Company of Washington 11900 NE 1st St., Suite 110 Bellevue, WA 98005 Main Phone: (425)646-9883 Email: CTIBellevueETU@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.70

Effective Date: May 16, 2024 at 12:00 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:](#)

Ken Chu and Wei Xu, husband and wife

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): 936570-0382-03, 321090-0051-09 and 321090-0061-07

THAT PORTION OF TRACT 25, HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 3 OF PLATS, PAGE 36](#), RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID TRACT 25, DISTANT 216.37 FEET SOUTH 84°58'30" WEST FROM THE NORTHWEST CORNER THEREOF; THENCE CONTINUING SOUTH 84°58'30" WEST 195 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGINAL LINE OF WEST MERCER WAY AS NOW ESTABLISHED; THENCE SOUTHERLY ALONG SAID EAST MARGINAL LINE OF WEST MERCER WAY, A DISTANCE OF 93.64 FEET; THENCE NORTH 86°38'10" EAST 170.86 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 4°52'41" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 4°52'41" EAST 103.23 FEET TO THE POINT OF BEGINNING.

ALSO

THAT PORTION OF TRACT 5, HEATHER BRAE, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 81 OF PLATS, PAGE 56](#), RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 5; THENCE SOUTH 83°53'45" WEST ALONG THE SOUTH LINE THEREOF 83.50 FEET; THENCE NORTH 11°25'17" EAST 19.92 FEET; THENCE NORTH 88°11'06" EAST 40.11 FEET; THENCE NORTH 79°41'45" EAST 39.60 FEET TO THE EAST LINE OF SAID TRACT 5; THENCE SOUTH 0°05'56" EAST 19.00 FEET TO THE POINT OF BEGINNING.

AND THAT PORTION OF LOT 6, SAID PLAT OF HEATHER BRAE LYING SOUTHWESTERLY OF A LINE EXTENDING FROM A POINT ON THE WESTERLY LINE OF SAID LOT WHICH IS 32 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, TO A POINT ON THE SOUTHERLY LINE OF SAID LOT WHICH IS 32 FEET EASTERLY OF SAID SOUTHWEST CORNER.

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 Harry White's Plat of East Seattle Acre Tracts:

[Recording No: 26335](#)

2. 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 Heather Brae:

[Recording No: 6138746](#)

3. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed

In favor of: King County
Recording Date: January 26, 1960
[Recording No.:](#) [5125191](#)

4. Agreement and the terms and conditions thereof:

Recording Date: August 29, 1967
[Recording No.:](#) [6226018](#)

5. Agreement and the terms and conditions thereof:

Recording Date: April 17, 1969
[Recording No.:](#) [6497858](#)

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

Purpose: Sewer
Recording Date: March 23, 1981
[Recording No.:](#) [8103230447](#)
Affects: Reference is hereby made to document for full particulars

SCHEDULE B
(continued)

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

Purpose: Driveway
Recording Date: November 9, 1990
[Recording No.:](#) [9011090819](#)
Affects: Reference is hereby made to document for full particulars

8. 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: 936570-0382-03
Levy Code: 1031
Assessed Value-Land: \$1,297,000.00
Assessed Value-Improvements: \$285,000.00

General and Special Taxes: Billed:\$10,902.92
Paid: \$5,451.46
Unpaid:\$5,451.46

Affects: Lot 25

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: 2023
Tax Account Number: 321090-0051-09
Levy Code: 1031
Assessed Value-Land: \$500.00
Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed:\$21.48
Paid: \$0.00
Unpaid:\$21.48

Affects: Lot 5

10. 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: 321090-0051-09
Levy Code: 1031
Assessed Value-Land: \$500.00
Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed:\$22.18
Paid: \$0.00
Unpaid:\$22.18

Affects: Lot 5

SCHEDULE B
(continued)

11. 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: 2023
 Tax Account Number: 321090-0061-07
 Levy Code: 1031
 Assessed Value-Land: \$0.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed:\$12.21
 Paid: \$0.00
 Unpaid:\$12.21

Affects: Lot 6

12. 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: 321090-0061-07
 Levy Code: 1031
 Assessed Value-Land: \$0.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes: Billed:\$12.53
 Paid: \$0.00
 Unpaid:\$12.53

Affects: Lot 6

13. The property herein described is carried on the tax rolls as exempt as to general real property taxes (not special taxes and charges). However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account Number: 321090-0061-07
 Levy Code: 1031
 Assessed Value-Land: \$0.00
 Assessed Value-Improvements: \$0.00
 Affects: Lot 6

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

Amount: \$1,216,800.00
 Dated: June 25, 2021
 Trustor/Grantor: Ken Chu and Wei Xu, husband and wife
 Trustee: Chicago Title Company of Washington
 Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Washington Trust Bank
 Recording Date: July 1, 2021
Recording No.: [20210701001962](#)

NOTES:

SCHEDULE B
(continued)

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:

Lot(s): Ptn. Tr. 25 Harry White's Plat of East Seattle Acre Tracts; Vol. 3/36; and Ptn. Lots 5 and 6, Heather Brae; Vol.81/56

[Tax Account No.: 936570-0382-03](#), 321090-0051-09 and 321090-0061-07

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

4332 West Mercer Way
Mercer Island, WA 98040

END OF SCHEDULE B

When recorded return to:
Ken Chu and Wei Xu
4107 97th Ave SE
Mercer Island, WA 98040

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

7525 SE 24th St., Suite 325
Mercer Island, WA 98040

CTI 0208804-ETU

Escrow No.: 0208804-ETU

STATUTORY WARRANTY DEED

THE GRANTOR(S) Beverly Linda Horwitz, Trustee of The Horwitz Revocable Living Trust, u/a dated June 3, 2016

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration in hand paid, conveys, and warrants to Ken Chu and Wei Xu, husband and wife

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 TRACT 25, HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS & PTN TRACT(S)
5 & 6, HEATHER BRAE

Tax Parcel Number(s): 936570-0382-03, 321090-0051-09, 321090-0061-07

Subject to:

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

STATUTORY WARRANTY DEED
(continued)

Dated: June 8, 2021

Beverly Linda Horwitz, Trustee of The Horwitz Revocable Living Trust, u/a dated June 3, 2016

BY: Beverly Linda Horwitz
Beverly Linda Horwitz
Trustee

State of WA
County of KING

I certify that I know or have satisfactory evidence that Beverly Linda Horwitz is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Trustee of Beverly Linda Horwitz, Trustee of The Horwitz Revocable Living Trust, u/a dated June 3, 2016 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 24, 2021
Ajiana Miller
Name: Ajiana Miller
Notary Public in and for the State of WA
Residing at: Renton
My appointment expires: 5.26.2024

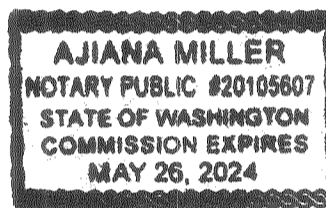


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 936570-0382-03, 321090-0051-09 and 321090-0061-07

THAT PORTION OF TRACT 25, HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE(S) 36, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID TRACT 25, DISTANT 216.37 FEET SOUTH 84°58'30" WEST FROM THE NORTHWEST CORNER THEREOF;
THENCE CONTINUING SOUTH 84°58'30" WEST 195 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGINAL LINE OF WEST MERCER WAY AS NOW ESTABLISHED;
THENCE SOUTHERLY ALONG SAID EAST MARGINAL LINE OF WEST MERCER WAY, A DISTANCE OF 93.64 FEET;
THENCE NORTH 86°38'10" EAST 170.86 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 4°52'41" WEST FROM THE POINT OF BEGINNING;
THENCE NORTH 4°52'41" EAST 103.23 FEET TO THE POINT OF BEGINNING;

ALSO

THAT PORTION OF TRACT 5, HEATHER BRAE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 81 OF PLATS, PAGE(S) 56, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 5;
THENCE SOUTH 83°53'45" WEST ALONG THE SOUTH LINE THEREOF 83.50 FEET;
THENCE NORTH 11°25'17" EAST 19.92 FEET;
THENCE NORTH 88°11'06" EAST 40.11 FEET;
THENCE NORTH 79°41'45" EAST 39.60 FEET TO THE EAST LINE OF SAID TRACT 5;
THENCE SOUTH 0°05'56" EAST 19.00 FEET TO THE POINT OF BEGINNING;

AND THAT PORTION OF LOT 6 OF SAID PLAT OF HEATHER BRAE LYING SOUTHWESTERLY OF A LINE EXTENDING FROM A POINT ON THE WESTERLY LINE OF SAID LOT WHICH IS 32 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, TO A POINT ON THE SOUTHERLY LINE OF SAID LOT WHICH IS 32 FEET EASTERLY OF SAID SOUTHWEST CORNER.

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 Harry White's Plat of East Seattle Acre Tracts:

Recording No: 26335

2. 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 Heather Brae:

Recording No: 6138746

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

Purpose: Sanitary sewer service
Recording Date: March 23, 1981
Recording No.: 8103230447
Affects: Said easement lying 4 feet on each side of a centerline, described as follows: Commencing at the Northeast Corner of Tract 25, Harry White's Plat of East Seattle Acre Tracts, according to the Plat Thereof, recorded in volume 3 of Plats, page 36, records of King County, Washington; thence South 84°58'30" West along the North Line Thereof 411.37 Feet to the Easterly Margin of West Mercer Way; Thence Southerly along Said Easterly Margin 93.64 Feet to the True Point of Beginning; Thence North 86°38'10" East 120.86 feet; thence South 53°59'13" East 15.75 Feet; Thence South 74°35'57" East 36.62 feet to the terminus point of said centerline

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

Purpose: Driveway
Recording Date: November 9, 1990
Recording No.: 9011090819
Affects: Beginning on the North line of said tract 25, at a point distant South 84°58'30" West 216.37 Feet from the Northeast Corner Thereof; Thence South 4°52'41" West 103.23 Feet; ts 86°38'10" West a Distance of 77.10 Feet to the True Point of Beginning of the Tract Herein Described; Thence Continuing South 86°38'10" West a distance of 93.76 Feet, more or less, to the Easterly Margin of West Mercer way as now described; thence Northerly along the arc of a curve to the left and the Easterly margin of said West Mercer way, a distance of 15.00 Feet, more or less, to a point that bears North 84°20'35" West from the True Point of Beginning; Thence South 84°20'35" East a distance of 93.00 Feet, more or less, to the true point of beginning.

5. Agreement and the terms and conditions thereof:

Executed by: Carl J. Pollard and Elizabeth Pollard, his wife and James L. Watt and Jean C. Watt, husband and wife
Recording Date: August 29, 1967
Recording No.: 6226018
Regarding: Quit Claim Deed and Agreement

6. Agreement and the terms and conditions thereof:

Executed by: James L. Watt and Jean C. Watt, his wife and Paul J. Wentink, Jr. and Maureen A. Wentink, his wife

EXHIBIT "B"

Exceptions
(continued)

Recording Date: April 17, 1969
Recording No.: 6497858
Regarding: To Construct Fence

HARRY WHITE'S PLOT OF EAST SEATTLE ACRE TRACTS

Scale 100ft to an inch
Recording Scale 200ft to an inch

Surveyed & Plotted by
Anderson Bertrand & Co.

EXPLANATION

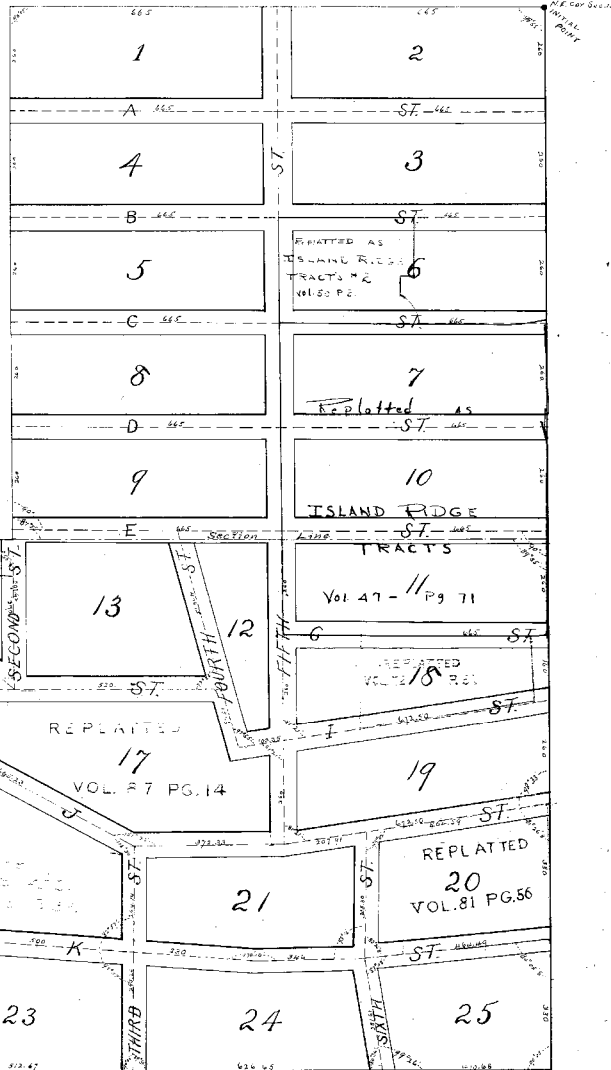
This Harry Whites plot of East Seattle Acre Tracts embraces all of lot 3 and the East 1/2 of the N.E. 1/4 of Sec. 13, T. 24 N. R. 4 E. 1st. King County, W.T. Tracts are subdivided as shown hereon and measurements given extend to the center of streets. The streets as shown hereon are 60 feet wide but each expressly reserved as a portion of the adjoining tract as shown by the dotted lines.

The Initial point hereof is the N.E. Cor. of Tract No 2 which is the cor. of Secs. 12 & 13 T. 24 N. R. 4 E. and Secs. 7 & 18 T. 24 N. R. S.E.W.M.

Know all men by these presents that we Harry White and Anna White owners of the above described property hereby declare this Harry Whites Plot of East Seattle Acre Tracts and hereby reserve as our own property all the streets as laid out hereon.

In witness whereof we have hereunto set our hands and seals this 2nd day of January A.D. 1889.
Signed & Sealed in presence of
A. A. Spang
C. J. Swire

Harry White
Anna White



26335
Filed for Record at
the request of Harry
White, Jan. 2nd
A. D. 1889. at 4.5 min
past 4 P.M.
Clyman Wood,
County Auditor.

Territory of Washington }
County of King }
This is to Certify, that on this 2nd day of January A.D. 1889, before me, a Notary Public in and for Washington Territory, duly commissioned and sworn, personally came Harry White and Anna White his wife, to me known to be the individuals described in and who executed the within instrument, and 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. And the said Anna White wife of said Harry White upon an examination by me, separate and apart from her said husband, after the contents of said instrument were by me fully made known unto her, and she was by me fully apprised of her rights, and the effect of signing the within instrument, did, freely and voluntarily, separate and apart from her said husband, sign and acknowledge the same, acknowledging that she did voluntarily, of her own free will and without the fear of or coercion from her husband, execute the same as her free and voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official seal, this day and year in this certificate first above written.
A. W. Cundress
Notary Public in and for Washington Territory.

HEATHER BRAE

REPLAT OF A PORTION OF TRACT 20 OF HARRY WHITE'S PLOT OF EAST SEATTLE ACRE TRACTS

ENGINEER - ROBERT W. JONES

SCALE: 1" = 40'

N.E. CORNER OF SEC. 13, T.24 N., R.4 E., W.M.

SE 40th St

DESCRIPTION

This plat of HEATHER BRAE embraces that portion of Tract 20, Harry White's Plot of East Seattle Acre Tracts, according to plat thereof recorded in volume 3 of plats, page 36, in King County, Washington, described as follows: Beginning at the intersection of centerline of "J" Street as shown on said plat with the east line of Section 13, Township 24 North, Range 4 E., W.M., thence westerly along said centerline to a line parallel to and 100 feet easterly of the centerline of Sixth Street, as measured at right angles thereto; thence southerly along said parallel line to the centerline of "K" Street as shown on said plat; thence easterly along said centerline to said east line of section 13; thence northerly along said east line to the point of beginning. EXCEPT the east 40 feet thereof deeded to King County for road by deed recorded under auditor's file number 5125191.

ENGINEER'S CERTIFICATE

I hereby certify that this plat of HEATHER BRAE is based on an actual survey and subdivision of Section 13, Township 24 North, Range 4 East, W.M.; that the distances and courses are shown hereon correctly; that the monuments have been set and block corners staked correctly on the ground and that I have fully complied with the provisions of the statutes and of the regulations governing platting.

Robert W. Jones
Robert W. Jones, Certificate No. 2534
License No. 232 01 3179,
Expiration date December 31, 1967.

RESTRICTIONS

No lot or portion of a lot in this plat shall be divided or sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the use district in which located. Tract "A" shall be a private road and utility tract and each lot in this plat shall have an undivided one-eighth (1/8) interest therein. Tract "A" shall be subject to easements for public and private utilities including City of Mercer Island, Mercer Island Sewer District, Puget Sound Power and Light Co., Pacific Northwest Bell Co., and Washington Natural Gas Co. All lots in this plat shall be subject to an additional utility easement for the above mentioned utilities over a 6-foot wide strip of land adjacent to Tract "A" and portions of Lots 6 and 7 lying north of the monument line. Vehicular access to and from Island Crest Way limited to Private Road only.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that I the undersigned owner in fee simple of the land hereon platted hereby declare this plat in WITNESS whereof I have hereunto set my hand and seal.

Henry S. Lake, a single man

ACKNOWLEDGMENT

STATE OF WASHINGTON } s.s.
COUNTY OF KING }
THIS IS TO CERTIFY that on this 17th day of Dec. A.D., 1966, before me the undersigned, a notary public, personally appeared Henry S. Lake, a single man to me known to be the individual who executed the above dedication and acknowledged to me that he signed and sealed the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.
IN WITNESS WHEREOF I have hereunto set my hand official seal, the day and year first above mentioned.

Don J. Newhart
Notary Public in and for the State of Washington, residing at Mercer Island

ILLEGIBILITY OF SIGNATURES DUE TO USE OF COLORED INK

NOTE:

Setback lines are shown as being in conformance with existing city ordinances, however this shall not preclude the owner of any lot from conforming to any future amendments or different interpretation of existing ordinances.



ASSESSOR'S CERTIFICATE

Examined and approved this 6th day of FEBRUARY, A.D., 1967

ALLEN B. MORGAN By: John S. Coeche
King County Assessor Deputy King County Assessor

RECORDING CERTIFICATE

Filed for record at the request of the City of Mercer Island Council this 17th day of FEBRUARY, A.D., 1967, at 11 minutes past 1:00 P.M., and recorded in Volume 81 of plats, page 56, records of King County, Washington.

By: John S. Coeche
King County Auditor Deputy King County Auditor

APPROVALS

Examined and approved by me this 18th day of JANUARY, A. D., 1967.



Russell O. Dand
City Engineer

I HEREBY CERTIFY that this plat complies with the conditions set forth by the Mercer Island Planning Commission and is duly approved this 18th day of JANUARY, A. D., 1967.

James L. Wood Chairman
Coleman P. Huce Secretary

Approved by the Mercer Island City Council this 23rd day of January, A. D., 1967.

Cleveland Ormshell Mayor, City of Mercer Island
Attested: Brad M. Cuneo
Clerk, City of Mercer Island



I HEREBY CERTIFY that there are no delinquent special assessments and all special assessments on any of the property herein contained dedicated as streets, alleys, or other public use are paid in full. This 26 day of January, A. D., 1967.

Walter M. Vrems
Clerk-Treasurer, City of Mercer Island

TREASURER'S CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection, and that all special assessments on any of the property herein contained dedicated as streets, alleys, or for other public use are paid in full. This 17th day of February, A. D., 1967.

M.J.R. WILLIAMS COUNTY TREASURER
By: John S. Coeche
Deputy King County Treasurer



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.

1522
P.O.

H.Q. Luke
515 8th Ave. S.

Sur. 12.24.4.20

60
R/W 1403

QUIT-CLAIM DEED

5125191

7/23/57
P/S/MS
7/23/57

The grantor s herein Henry Q. Luke and Victoria Chen Luke

for the consideration of \$ 2,800.00 Dollars

and also of benefits to accrue to them by reason of laying out and establishing a public road

through their property, and which is hereinafter described, convey release, and quit-

claim to the County of King State of Washington, for use of

the Public forever, as a public road and highway, all interest in the following described real estate, viz.:

Parcel 74

The East 40 ft. of Tract 20, Harry Whites Plat of East Seattle Acre Tracts as recorded in Vol. 3, Page 6, Plats of King County, Washington Containing .275 Acres more or less.

R/W Mercer Island Trunk Line, Estab 5/2/55 together with the right to make all necessary slopes for cuts and fills upon the abutting property, and on each side of said described right-of-way, in conformity with standard plans and specifications for highway purposes, and to the same extent and purpose as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington,

situated in the County of King State of Washington.

Dated this 5th day of January A. D. 1960

WITNESS:

James Duncan }
Henry Q. Luke }
Victoria Chen Luke }

JAN 26 1960

S. 25 142

QUIT CLAIM DEED AND AGREEMENT

Whereas, Carl J. Pollard and Elizabeth Pollard, his wife, hereafter designated as first parties, are the owners of record of lots 5 and 6, Heather Brae, according to plat recorded in volume 81 of plats, page 56, records of King County, Washington; and

Whereas, James L. Watt and Jean C. Watt, husband and wife, hereafter designated as second parties, are owners of real property situated in Tract 25, Harry White's Plat of East Seattle, as described in deed recorded under King County auditor's file No. 4309521, lying immediately south of and contiguous to the real property above described owned by first parties; and

Whereas second parties claim and have asserted ownership interests by reason of adverse possession over a portion of the property owned of record by said first parties; and

Whereas the parties have settled their differences by agreement and it is desired to establish said interests and agreement of record;

NOW, therefore, it is mutually agreed as follows:

1. The first parties, Carl J. Pollard and Elizabeth Pollard, his wife, do hereby convey and quitclaim to James L. Watt and Jean C. Watt, his wife, the following described real estate situated in the County of King, State of Washington, including any interest therein which first parties may hereafter acquire:

That portion of tract 5, Heather Brae, according to the plat recorded thereof in volume 81 of plats, page 56, records of King County, Washington, described as follows:

Beginning at the southeast corner of said tract 5; thence south 83° 53'45" west along the south line thereof 83.50 feet; thence north 11°25'17" east 19.92 feet; thence north 88°11'06" east 40.11 feet; thence north 79°41'45" east 39.60 feet to the east line of said tract 5; thence south 0°05'56" east 19.00 feet to the point of beginning.

2. First parties grant, convey and quitclaim to second parties, to be appurtenant to their land as described or referred to herein, an easement and right to landscape, plant and maintain a lawn and shrubbery and other plantings, and use for such purposes, the following described real property:

NO SALES TAX
REQUIRED
AFF. NO. 2625474
AUG 28 1967
M. L. R. D. W.

AUG 29 1967 - 8 30

FILED BY PNTI

2 additional sheets

6226018

That portion of lots 5 and 6, Heather Brae, according to the plat thereof recorded in volume 81 of plats, page 56, records of King County, Washington, lying southerly of the drainage ditch, the easement for which is shown on the plat of said addition, and westerly of a northerly extension of the easterly line of the real property of second parties as described in deed recorded under auditor's file No. 4309521, records of King County, Washington.

6226018

3. Second parties agree that the cultivated portion of said easement area will be kept planted, maintained, trimmed and cared for at all times in accordance with standard gardening practices and will not be allowed to return to a state of nature; that second parties shall by natural plantings, trellises or by permanent or complete housing, screen effectively from the view from first parties' property as described herein, any trailer, trucks or vehicles, other than private automobiles, which are kept or maintained in said easement area or on the property described in paragraph 1; that said agreements shall be considered covenants running with the land for the benefit of and enforceable by the owners of the remaining portions of lots 5 and 6, Heather Brae. In the event that second parties, their successors or assigns, do not desire to continue to keep and maintain said easement area for the purposes and in the manner provided herein, said easement may be terminated, including the covenants set forth herein, by the execution and recordation by second parties, their successors and/or assigns, of a proper document terminating and relinquishing said easement, which shall terminate all obligations imposed on either party by this paragraph 3.

4. Second parties agree not to oppose the construction by first parties of a residence dwelling on said lot 5 or on said lot 6 on the basis of plot area or location.

AUG 29 1967 - 8 30

FILED BY PNTI

Dated this 24 day of July, 1967

James L. Watt
James L. Watt
Second parties

Carl J. Pollard
Elizabeth Pollard
First parties

6226018

State of Washington)
(ss.
County of)

On this day personally appeared before me James L. Watt
and Jeanne Watt his wife
to me known to be the individuals described in and who executed the
within and foregoing instrument, and acknowledged that they signed
the same as their free and voluntary act and deed, for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of
July, 1967

Carl J. Pollard
Notary Public in and for the State of
Washington residing at Wenatchee, Wash

State of Washington)
(ss.
County of)

On this day personally appeared before me CARL J. Pollard
Elizabeth Pollard
to me known to be the individuals described in and who executed the
within and foregoing instrument, and acknowledged that they signed
the same as their free and voluntary act and deed, for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of
August, 1967

Carl J. Pollard
Notary Public in and for the State of
Washington residing at Wenatchee, Wash

AUG 29 1967 - 8 30

FILED BY PNTI

6497858

AGREEMENT TO CONSTRUCT FENCE

WHEREAS, JAMES L. WATT and JEAN C. WATT, his wife, are owners of real preoperty situated in Tract 25, Harry White's Plat of East Seattle, and

WHEREAS, PAUL J. WENTINK, JR. and MAUREEN A. WENTINK, his wife, are owners of adjacent property, and

WHEREAS, between the two parcels of property the undersigned have an easement for landscaping,

NOW THEREFORE, the undersigned do hereby consent and allow Paul J. Wentink, Jr. and Maureen A. Wentink, his wife, the right to construct a fence in the said easement area, which area is described in that certain quit-claim deed recorded August 29, 1967 in King County Auditor's office under Receiving No. 6226018, and described as:

That portion of Lots 5 and 6, Heather Brae, according to plat thereof recorded in Volume 81 of Plats, Page 56, records of King County Washington lying southerly of the drainage ditch, the easement for which is shown on the plat of said Addition, and westerly of a northerly extension of the easterly line of the real property of second parties as described in deed recorded under Auditor's File #4309521, records of King County, Washington.

NO SALES TAX
E063914
APR 17 1969
M. J. R. WILLIAMS
King County Auditor
BY [Signature] DEPT

The construction of said fence is permissive only and shall not change the boundary between the Grantors and Grantees herein, nor the landscape easement area. Wentink shall dismiss King County Superior Court Cause No. 701092 and shall not fence area marked in red on the attached survey.

This agreement shall be binding upon the parties hereto, their heirs and assigns.

DATED this 12 day of April 1969.

[Signature]
Paul J. Wentink, Jr.

[Signature]
James L. Watt

[Signature]
Maureen A. Wentink

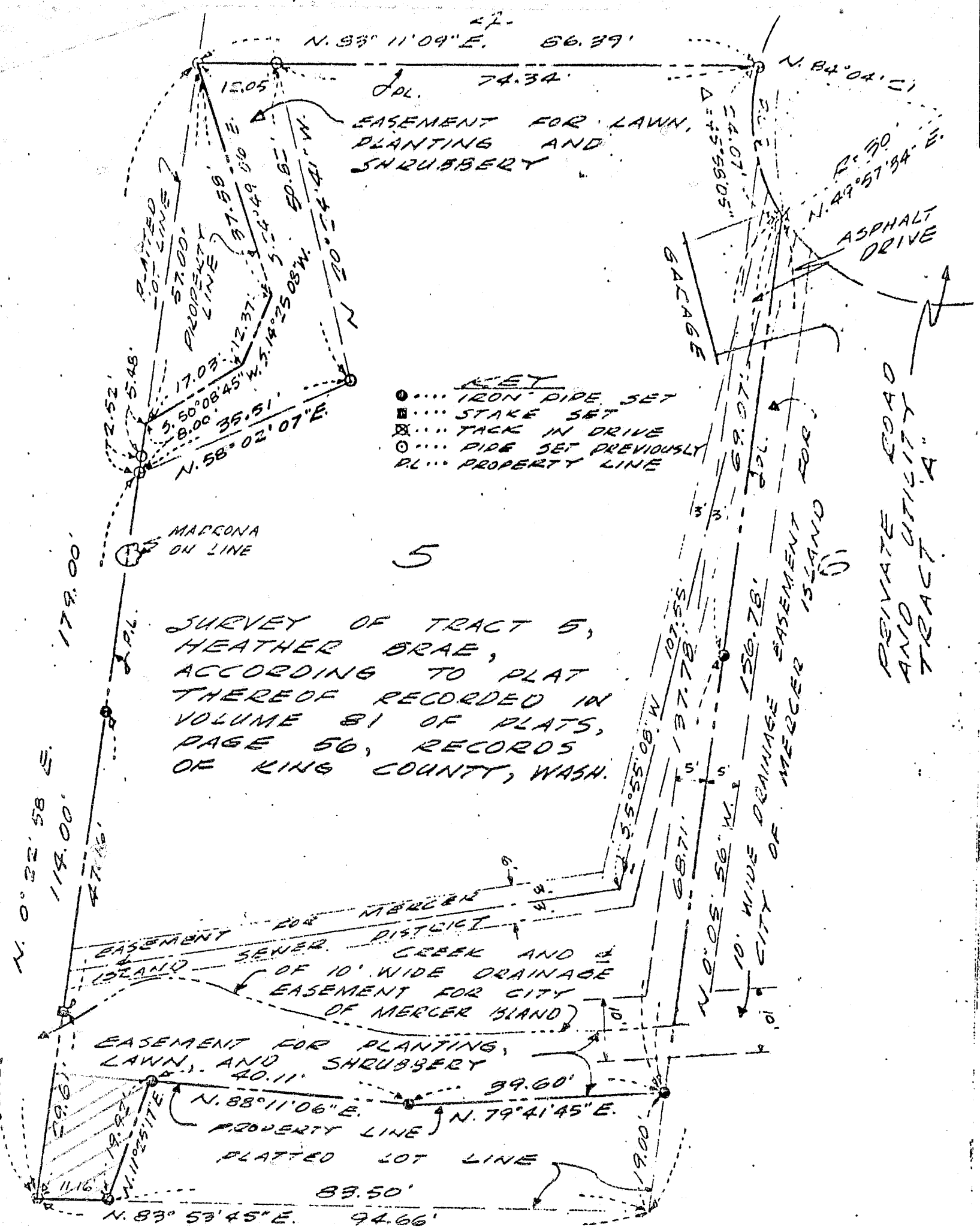
[Signature]
Jean C. Watt

2 sheets

APR 17 1969

6497858

NORTH



- KEY**
- IRON PIPE SET
 - STAKE SET
 - ⊗..... TACK IN DRIVE
 - PIPE SET PREVIOUSLY
 - PL..... PROPERTY LINE

5

SURVEY OF TRACT 5,
HEATHER BRAE,
ACCORDING TO PLAT
THEREOF RECORDED IN
VOLUME 81 OF PLATS,
PAGE 56, RECORDS
OF KING COUNTY, WASH.

JONES, BASSI & ASSOCIATES
REGISTERED ENGINEERS & SURVEYORS
7834 S.E. 32ND • AD 2-5282 • MERCER ISLAND, WASHINGTON 98040

REVISIONS

SCALE	DATE
1" = 20'	9-13-68
F.B. NO.	JOB NO.
347 P. 45	2352

APR 17 1969

EASEMENT

THIS AGREEMENT made this _____ day of _____, 19____, between James L. & Jean C. Watt hereinafter called the GRANTOR and McCormick Homes, Inc. hereinafter called the GRANTEE.

W I T N E S S E T H:

That the said GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the said GRANTEE, and other valuable consideration, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said GRANTEE, its heirs and assigns, a right-of-way easement for a Sanitary Sewer Service, over, through, across and under the property hereinafter described, situated in King County, Washington, being more particularly described as follows:

Said easement lying 4 feet on each side of a centerline described as follows:

Commencing at the Northeast corner of Tract 25, Harry White's Plot of East Seattle Acre Tracts, according to the plat recorded in Volume 3 of Plats, page 36, records of King County, Washington; Thence South 84°58'30" West along the North line thereof 411.37 feet to the easterly margin of West Mercer Way; Thence Southerly along said easterly margin 93.64 feet to the True Point of Beginning; Thence North 86°38'10" East 120.86 feet; Thence South 53°59'13" East 15.75 feet; Thence South 74°35'57" East 36.62 feet to the terminus point of said centerline.

8103230447

RECORDED THIS DAY
MAR 23 12 21 PM '91
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

(According to deeds recorded under recording numbers 6511940 and 4309521.)

Said heretofore mentioned Grantee, its successors or its assigns, shall have the right, without prior institution of any suit or proceeding at law, at such times as may be necessary to enter upon said above described property for the purpose of ~~construction~~ repairing, ~~altering or reconstructing~~ said sewer service therewith, without incurring any legal obligations or liability therefor, provided that such ~~construction~~ repairing, ~~altering or reconstructing~~ of such sewer service shall be accomplished in such a manner that the private improvements existing in the easement shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee. Any and all costs incurred by such repairing or said sewer service shall be born totally by Grantee, its successors or its assigns. The Grantor shall retain the right to use the surface of said easement if such use does not interfere with installation of the service. However, the Grantor shall not erect any buildings or structures on the easement.

This easement shall be a covenant running with the land and shall be binding on both parties, their successors, heirs and assigns.

IN WITNESS WHEREOF said GRANTOR have hereunto set their hands and seals the day and year first above written.

1% EXCISE TAX NOT REQUIRED
King Co. Records Division
By [Signature], Deputy

James L. Watt
James L. Watt
Jean C. Watt
Jean C. Watt

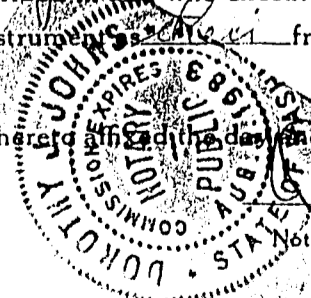
FILED for record at Request of
Name Gray McCormick
Address 12918-150th SE
SNOHOMISH, WA 98290

STATE OF Washington
County of King ss.

On this 26 day of February, A. D. 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared

James L. Watt & Jean C. Watt
to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereunto affixed this day and year in this certificate above written.



Dorothy J. Johnson
Notary Public in and for the State of Washington
residing at [Signature]

AFTER RECORDING RETURN TO:

Longley & Hecker, P.S. E#901000 Hawkins & Kenny/M.F. Williams Cons.Co.
520 Pike Street #2310
Seattle, WA 98101 **DRIVEWAY EASEMENT**

WHEREAS, Mitchell F. Williams and Dorita S. Williams, husband and wife ("Grantors") are the owners of the following described real property:

Legal description attached hereto as Exhibit "A" and more commonly known as 4332 W. Mercer Way, Mercer Island, WA.

(Parcel "A"); and

WHEREAS, M.F. Williams Construction Company, Inc., A Washington Corporation ("Grantee") is the owner of the following described real property:

Legal description attached hereto as Exhibit "P" and more commonly known as 4338 W. Mercer Way, Mercer Island, WA.

(Parcel "B"); now, therefore,

THE PARTIES AGREE as follows:

1. Grantors convey and quit claim to Grantee a non-exclusive easement over, in and across that portion of the following described property situate in the County of King, State of Washington, which encroaches on Parcel A:

Legal description attached hereto as Exhibit "C".

THE PARTIES FURTHER AGREE as follows:

- Purpose. The purpose of this Easement, and Grantee's use, is limited to providing access for ingress and egress to Parcel B, upon which parcel no more than one single family residence shall be located.
- Maintenance. The Grantee agrees to bear all costs of maintenance and repair of damage of said Easement.
- Term. This Easement and Agreement shall run with the above-described properties and bind the parties' successors in interest and assigns.

Mitchell F. Williams

Mitchell F. Williams, Grantor

Dorita S. Williams

Dorita S. Williams, Grantee

Mitchell F. Williams
Attorney in fact

EXCISE TAX REQUIRED
King Co. Records Division
[Signature] Deputy

RECEIVED MON DAY
NOV 9 11 3 11 AM '09

Filed by Chicago Title Insurance Co.
Ref. # 198211-1

901090819

901109
RECD F 9.00 #0819 D
REC FEE 2.00
CASHSL ***11.00
55

M.F. Williams Construction Company, Inc.

Mitchell F. Williams
By, Mitchell F. Williams, President, Grantee

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I hereby certify that I know or have satisfactory evidence that Mitchell F. Williams signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: November 6th, 1990.

Nancy Wickler
Notary Public in and for the State of Wash-
ington, residing at Seattle, WA.
My commission expires 4/1/93

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Mitchell F. Williams signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the attorney-in-fact of Dorita S. Williams to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 6th, 1990.

Nancy Wickler
Notary Public in and for the State of Wash-
ington, residing at Seattle, WA.
My commission expires 4/1/93

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Mitchell F. Williams signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of M.F. Williams Construction Company, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 6th, 1990.

Nancy Wickler
Notary Public in and for the State of Wash-
ington, residing at Seattle, WA.
My commission expires 4/1/93

6180601106

EXHIBIT 11A

EXHIBIT "A" (LEGAL DESCRIPTION)

That portion of Tract 25 Harry White's Plat of East Seattle Acre Tracts, according to the plat thereof recorded in Volume 3 of Plats, page 36, in King County, Washington, described as follows:

Beginning at a point in the north line of said Tract 25, distant 216.37 feet south 84 degrees 58 minutes 30 seconds west from the northwest corner thereof;
thence continuing south 84 degrees 58 minutes 30 seconds west 195 feet, more or less, to a point on the east marginal line of West Mercer Way as now established;
thence southerly along said east marginal line of West Mercer Way, a distance of 93.64 feet;
thence north 86 degrees 38 minutes 10 seconds east 170.86 feet, more or less, to a point which bears south 4 degrees 52 minutes 41 seconds west from the point of beginning;
thence north 4 degrees 52 minutes 41 seconds east 103.23 feet to the point of beginning.

ALSO

That portion of Tract 5, Heather Brae, according to the plat thereof recorded in Volume 81 of Plats, page 56, in King County, Washington, described as follows:

Beginning at the southeast corner of said Tract 5;
thence south 83 degrees 53 minutes 45 seconds west along the south line thereof 83.50 feet;
thence north 11 degrees 25 minutes 17 seconds east 19.92 feet;
thence north 88 degrees 11 minutes 06 seconds east 40.11 feet;
thence north 79 degrees 41 minutes 45 seconds east 39.60 feet to the east line of said tract 5;
thence south 0 degrees 05 minutes 56 seconds east 19.00 feet to the point of beginning;
and that portion of Lot 6 of said Plat of Heather Brae lying southwesterly of a line extending from a point on the westerly line of said Lot which is 32 feet northerly of the southwest corner thereof, to a point on the southerly line of said lot which is 32 feet easterly of said southwest corner.

8910020272

9011090819

END OF EXHIBIT "A"

(MORE COMMONLY KNOWN AS: 4332 W. MERCER WAY, MERCER ISLAND, WASHINGTON)

OCT 2 1989

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
2402 4th AVE. SE. P.O. BOX 99121 SEATTLE, WA 98121

EXHIBIT

THAT PORTION OF TRACT 15, HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 36, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID TRACT AT A POINT DISTANCE SOUTH 84 DEGREES 58'30" WEST, 216.37 FEET FROM THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 4 DEGREES 52'41" WEST, 103.23 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
THENCE CONTINUING SOUTH 4 DEGREES 52'41" WEST, 100 FEET;
THENCE SOUTH 88 DEGREES 47'50" WEST, 187.93 FEET, MORE OR LESS, TO THE EASTERLY LINE OF WEST MERCER WAY, AS NOW ESTABLISHED;
THENCE NORTHERLY ALONG SAID EASTERLY LINE TO A POINT BEARING SOUTH 86 DEGREES 38'10" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 86 DEGREES 38'10" EAST, 170.86 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

END OF EXHIBIT "B".

(MORE COMMONLY KNOWN AS: 4338 W. MERCER WAY, MERCER ISLAND, WA)

9011090819

XXXXXXXXXX

nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) "Note" means the promissory note signed by Borrower and dated **JUNE 25, 2021**. The Note states that Borrower owes Lender **ONE MILLION TWO HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED AND 00/100** Dollars (U.S. \$**1,216,800.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JULY 1, 2051**.

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

(H) "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.

(I) "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 checked="" type="checkbox"/> Other(s) [specify] ADDENDUM TO ADJUSTABLE RATE RIDER, MERS RIDER | |

(J) "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.

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its

WASHINGTON TRUST BANK (NMLS #: 728368) | Originator NMLS #: 209135

WASHINGTON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

357.58

Page 2 of 17

Form 3048 1/01

Initials: KC W X



004600015317

XXXXXXXXXX

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.

WASHINGTON TRUST BANK (NMLS #: 728368) | Originator NMLS #: 209135

WASHINGTON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
357.58

Page 5 of 17

Form 3048 1/01

Initials: K. E. W. A.



004600015317

XXXXXXXXXX

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

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Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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

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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.

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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

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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

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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

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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

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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

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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.

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.

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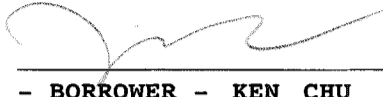


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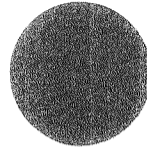
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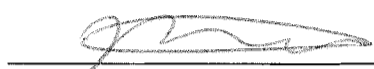
**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A
DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

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 - KEN CHU





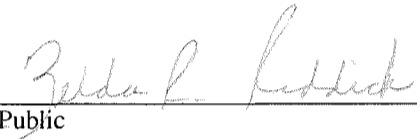
WEI XU

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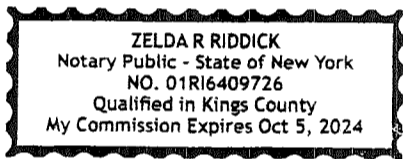
State of New York

County of KINGS

This record was acknowledged before me on June 29, 2021 by **KEN CHU & WEI XU**.



Notary Public



My Commission Expires: 10/05/2024

WASHINGTON TRUST BANK (NMLS #: 728368) | Originator NMLS #: 209135

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Individual Loan Originator: **ELIZABETH KING**, NMLSR ID: **209135**
Loan Originator Organization: **WASHINGTON TRUST BANK**, NMLSR ID: **728368**

Prepared By:

WASHINGTON TRUST BANK
176 S. POST STREET, PO BOX 2127
SPOKANE, WA 99210-1027

WASHINGTON TRUST BANK (NMLS #: **728368**) | Originator NMLS #: **209135**

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Initials: EC WA



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**FIXED/ADJUSTABLE RATE RIDER
(One-Year Treasury Index-Rate Caps)**

CHU

Loan #: **XXXXXXXXXX**

MIN: **100957600000045771**

THIS FIXED/ADJUSTABLE RATE RIDER is made this **25TH** day of **JUNE, 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 **WASHINGTON TRUST BANK** ("Lender") of the same date and covering the property described in the Security Instrument and located at:

4332 W MERCER WAY, MERCER ISLAND, WA 98040

[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

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**MULTISTATE FIXED/ADJUSTABLE RATE RIDER--ONE-YEAR TREASURY INDEX--Single
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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 **2.625%**. 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 **JULY, 2028** 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 the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if 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 **THREE AND ONE-HALF** percentage points (**3.500%**) (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 **7.625%** or less than **3.500%**. 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 **7.625%**

WASHINGTON TRUST BANK (NMLS #: 728368) | Originator NMLS #: 209135

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

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or less than **3.500%**.

(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 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

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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 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

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the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.




- BORROWER - KEN CHU



WEI XU

WASHINGTON TRUST BANK (NMLS #: 728368) | Originator NMLS #: 209135

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Family--Fannie Mae Uniform Instrument**

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ADDENDUM TO ADJUSTABLE RATE RIDER

CHU

Loan #: **XXXXXXXXXX**

MIN: **100957600000045771**

This addendum is made **JUNE 25, 2021** and is incorporated into and deemed to amend and supplement the Adjustable Rate Rider of the same date.

The property covered by this addendum is described in the Security Instrument and located at: **4332 W MERCER WAY, MERCER ISLAND, WA 98040.**

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Security Instrument, or in the event of a conflict between the Note and this Rider to the Mortgage and or Deed of Trust, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHARGES

Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change date will not be greater than **7.625%** or less than **3.500%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000%**) from the

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Addendum to Rider

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rate of interest I have been paying for the preceding **TWELVE (12)** months. My interest rate will never be greater than **7.625%**. My interest rate will never be less than **3.500%**.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is 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.

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.

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Addendum to Rider

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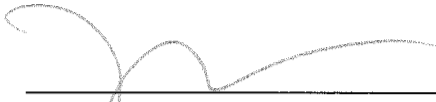
Page 2 of 3



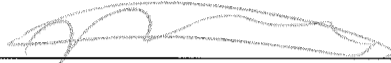
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this addendum, and agrees that any conflict between this Rider and the Security Instrument shall be resolved in favor of this Rider.




- BORROWER - KEN CHU



WEI XU

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Addendum to Rider

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

CHU

Loan #: **XXXXXXXXXX**

MIN: **100957600000045771**

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **25TH** day of **JUNE, 2021**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **WASHINGTON TRUST BANK** ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at: **4332 W MERCER WAY, MERCER ISLAND, WA 98040** [Property Address].

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

A. DEFINITIONS

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

"Lender" is **WASHINGTON TRUST BANK**. Lender is a **CORPORATION** organized and existing under the laws of **THE UNITED STATES**. Lender's address is **717 W SPRAGUE AVE,**

WASHINGTON TRUST BANK (NMLS #: **728368**) | Originator NMLS #: **209135**

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SPOKANE, WA 99201. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

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

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

B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY** (Type of Recording Jurisdiction) of **KING** (Name of Recording Jurisdiction):

SEE ATTACHED EXHIBIT A INCORPORATED HEREIN AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION
which currently has the address of **4332 W MERCER WAY, MERCER ISLAND, WA 98040** ("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

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MERS RIDER - SingleFamily - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

C. NOTICES

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

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. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

Section 20 of the Security Instrument is amended to read as follows:

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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. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information 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.

E. SUBSTITUTE TRUSTEE

Section 24 of the Security Instrument is amended to read as follows:

24. Substitute Trustee. In accordance with Applicable Law, Lender or MERS 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.

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MERS RIDER - SingleFamily - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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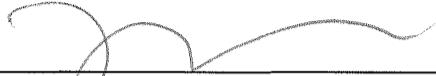
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.




- BORROWER - KEN CHU



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WASHINGTON TRUST BANK (NMLS #: 728368) | Originator NMLS #: 209135

MERS RIDER - SingleFamily - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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EXHIBIT A

Order No.: 0208804-ETU

For APN/Parcel ID(s): 936570-0382-03, 321090-0051-09 and 321090-0061-07

THAT PORTION OF TRACT 25, HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE(S) 36, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID TRACT 25, DISTANT 216.37 FEET SOUTH 84°58'30" WEST FROM THE NORTHWEST CORNER THEREOF;
THENCE CONTINUING SOUTH 84°58'30" WEST 195 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGINAL LINE OF WEST MERCER WAY AS NOW ESTABLISHED;
THENCE SOUTHERLY ALONG SAID EAST MARGINAL LINE OF WEST MERCER WAY, A DISTANCE OF 93.64 FEET;
THENCE NORTH 86°38'10" EAST 170.86 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 4°52'41" WEST FROM THE POINT OF BEGINNING;
THENCE NORTH 4°52'41" EAST 103.23 FEET TO THE POINT OF BEGINNING;

ALSO

THAT PORTION OF TRACT 5, HEATHER BRAE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 81 OF PLATS, PAGE(S) 56, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 5;
THENCE SOUTH 83°53'45" WEST ALONG THE SOUTH LINE THEREOF 83.50 FEET;
THENCE NORTH 11°25'17" EAST 19.92 FEET;
THENCE NORTH 88°11'06" EAST 40.11 FEET;
THENCE NORTH 79°41'45" EAST 39.60 FEET TO THE EAST LINE OF SAID TRACT 5;
THENCE SOUTH 0°05'56" EAST 19.00 FEET TO THE POINT OF BEGINNING;

AND THAT PORTION OF LOT 6 OF SAID PLAT OF HEATHER BRAE LYING SOUTHWESTERLY OF A LINE EXTENDING FROM A POINT ON THE WESTERLY LINE OF SAID LOT WHICH IS 32 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, TO A POINT ON THE SOUTHERLY LINE OF SAID LOT WHICH IS 32 FEET EASTERLY OF SAID SOUTHWEST CORNER.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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PARCEL DATA

Parcel	936570-0382	Jurisdiction	MERCER ISLAND
Name	CHU KEN+XU WEI	Levy Code	1031
Site Address	4332 W MERCER WAY 98040	Property Type	R
Residential Area	034-007 (SE Appraisal District)	Plat Block / Building Number	
Property Name		Plat Lot / Unit Number	25
		Quarter-Section-Township-Range	<u>NE-13-24-4</u>

Legal Description

WHITES HARRY PLAT E SEATTLE AC TR POR BEG AT PT 216.37 FT WLY OF NE COR TH WLY TO ELY MGN OF W MERCER WAY TH SLY ALG SD MGN 93.64 FT TH N 86 DEG 38 MIN 10 SEC E 170.86 FT TH N 04 DEG 52 MIN 41 SEC W 103.23 FT TO BEG
Plat Block:
Plat Lot: 25

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	17,558
Acres	0.40

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	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
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	HIGH
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems

Water Problems	NO
Transportation Concurrence	NO
Other Problems	NO

Environmental

Environmental	NO
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BUILDING

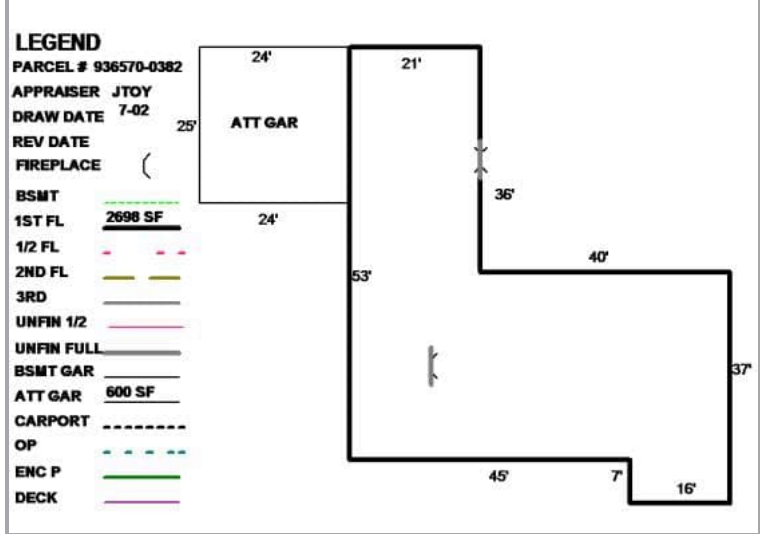
Building Number	1
Year Built	1952
Year Renovated	0
Stories	1
Living Units	1
Grade	8 Good
Grade Variant	0
Condition	Average

Basement Grade	
1st Floor	2,700
1/2 Floor	0
2nd Floor	0
Upper Floor	0
Finished Basement	0
Total Finished Area	2,700
Total Basement	0
Basement Garage	0
Unfinished 1/2	0
Unfinished Full	0
AGLA	2,700
Attached Garage	600
Bedrooms	5
Full Baths	2
3/4 Baths	0
1/2 Baths	0
Heat Source	Gas
Heat System	Forced Air
Deck Area SqFt	0
Open Porch SqFt	0
Enclosed Porch SqFt	0
Brick/Stone	0
Fireplace Single Story	2
Fireplace Multi Story	0
Fireplace Free Standing	0
Fireplace Additional	2
AddnlCost	0
Obsolescence	0
Net Condition	0
Percentage Complete	0
Daylight Basement	
View Utilization	

Picture of Building 1



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
936570038203	2023	2024		1031	1,297,000	285,000	1,582,000	0	1,297,000	285,000	1,582,000	
936570038203	2022	2023		1031	1,460,000	310,000	1,770,000	0	1,460,000	310,000	1,770,000	
936570038203	2021	2022		1031	1,202,000	121,000	1,323,000	0	1,202,000	121,000	1,323,000	
936570038203	2020	2021		1031	1,136,000	78,000	1,214,000	0	1,136,000	78,000	1,214,000	
936570038203	2019	2020		1031	920,000	163,000	1,083,000	0	920,000	163,000	1,083,000	
936570038203	2018	2019		1031	902,000	158,000	1,060,000	0	902,000	158,000	1,060,000	
936570038203	2017	2018		1031	816,000	141,000	957,000	0	816,000	141,000	957,000	
936570038203	2016	2017		1031	746,000	145,000	891,000	0	746,000	145,000	891,000	
936570038203	2015	2016		1031	676,000	131,000	807,000	0	676,000	131,000	807,000	
936570038203	2014	2015		1031	625,000	118,000	743,000	0	625,000	118,000	743,000	
936570038203	2013	2014		1031	554,000	145,000	699,000	0	554,000	145,000	699,000	
936570038203	2012	2013		1031	511,000	134,000	645,000	0	511,000	134,000	645,000	
936570038203	2011	2012		1031	538,000	99,000	637,000	0	538,000	99,000	637,000	
936570038203	2010	2011		1031	564,000	104,000	668,000	0	564,000	104,000	668,000	
936570038203	2009	2010		1031	564,000	104,000	668,000	0	564,000	104,000	668,000	
936570038203	2008	2009		1031	700,000	128,000	828,000	0	700,000	128,000	828,000	
936570038203	2007	2008		1031	496,000	182,000	678,000	0	496,000	182,000	678,000	
936570038203	2006	2007		1031	443,000	141,000	584,000	0	443,000	141,000	584,000	
936570038203	2005	2006		1031	403,000	139,000	542,000	0	403,000	139,000	542,000	
936570038203	2004	2005		1031	370,000	156,000	526,000	0	370,000	156,000	526,000	
936570038203	2003	2004		1031	370,000	156,000	526,000	0	370,000	156,000	526,000	
936570038203	2002	2003		1031	370,000	156,000	526,000	0	370,000	156,000	526,000	
936570038203	2001	2002		1031	271,000	187,000	458,000	0	271,000	187,000	458,000	
936570038203	2000	2001		1031	236,000	186,000	422,000	0	236,000	186,000	422,000	
936570038203	1999	2000		1031	189,000	175,000	364,000	0	189,000	175,000	364,000	

936570038203	1998	1999		1031	180,000	154,000	334,000	0	180,000	154,000	334,000	
936570038203	1997	1998		1031	0	0	0	0	133,000	168,000	301,000	
936570038203	1996	1997		1031	0	0	0	0	130,000	135,900	265,900	
936570038203	1994	1995		1031	0	0	0	0	130,000	135,900	265,900	
936570038203	1992	1993		1031	0	0	0	0	115,500	112,800	228,300	
936570038203	1990	1991		1031	0	0	0	0	124,200	121,300	245,500	
936570038203	1988	1989		1031	0	0	0	0	40,500	86,700	127,200	
936570038203	1986	1987		1031	0	0	0	0	45,000	65,300	110,300	
936570038203	1984	1985		1031	0	0	0	0	51,600	114,700	166,300	
936570038203	1982	1983		1031	0	0	0	0	51,600	113,700	165,300	

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
3129725	20210701001961	6/8/2021	\$1,521,000.00	HORWITZ - RLT+HORWITZ BEVERLY LINDA-TTEE	CHU KEN+XU WEI	Statutory Warranty Deed	Other
2805713	20160629000230	6/3/2016	\$0.00	HORWITZ BEVERLY LINDA+EDWARD B	HORWITZ REVOCABLE LIVING TRUST	Quit Claim Deed	Trust
1554328	199707100927	7/9/1997	\$333,000.00	WILLIAMS DORITA SEXTON	HORWITZ BEVERLY LINDA+EDWARD B	Statutory Warranty Deed	None
1525147	199701241045	12/2/1996	\$0.00	WILLIAMS MITCHELL FRANK	WILLIAMS DORITA SEXTON	Quit Claim Deed	Divorce Settlement
1272529	199210132718	6/8/1992	\$0.00	WILLIAMS DORITA S	WILLIAMS MITCHELL FRANK	Quit Claim Deed	Settlement

REVIEW HISTORY

PERMIT HISTORY

Permit Number	Permit Description	Type	Issue Date	Permit Value	Issuing Jurisdiction	Reviewed Date
2105-040	PUMP OUT CLEAN AND FILL WITH FOAM 300GAL,	Other	5/19/2021	\$0	MERCER ISLAND	7/27/2021

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PROPERTY TAXES

Results - 1

Tax payer name: CHU KEN+XU WEI

179999

Tax account number: 936570038203

Parcel number: 9365700382

Tax account status: This account is active.

Annual statement requested by

WASHINGTON TRUST BANK

Mailing address on file:

4107 97TH AVE SE
MERCER ISLAND WA 98040

Billing Details

SECOND HALF AMOUNT IF PAID OR POSTMARKED BY OCTOBER 31, 2024.

Current Year:

Tax year	Amount
2024 2nd Half	\$5,451.46

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	\$1,297,000	\$1,460,000	\$1,202,000	\$1,136,000
Improvement value	\$285,000	\$310,000	\$121,000	\$78,000
Charges				
Tax	\$10,883.76	\$10,848.36	\$9,735.49	\$9,710.31
Noxious Weed	\$6.37	\$6.37	\$5.47	\$5.47
Conservation	\$12.79	\$12.47	\$12.17	\$11.89
Total billed	\$10,902.92	\$10,867.20	\$9,753.13	\$9,727.67
Amount paid	\$5,451.46	\$10,867.20	\$9,753.13	\$9,727.67
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Penalty	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$5,451.46	\$0.00	\$0.00	\$0.00

Payment History

Date	Receipt	Amount	Penalty/Interest Paid
04/24/2024	836854	\$5,451.46	\$0.00
10/23/2023	818566	\$5,433.60	\$0.00
04/17/2023	753239	\$5,433.60	\$0.00
10/21/2022	962632	\$4,876.56	\$0.00
04/21/2022	770492	\$4,876.57	\$0.00
10/21/2021	802272	\$4,863.83	\$0.00

2024 Tax / Fee Distribution

Distribution information	Dollars	Percent *
State School Part One	\$2,591.97	23.8%

Distribution information	Dollars	Percent *
State School Two - McCleary	\$1,390.72	12.8%
Local School	\$2,270.43	20.8%
County	\$2,116.59	19.4%
City	\$1,160.29	10.6%
Road	\$0.00	0.0%
Port	\$165.63	1.5%
Sound Transit	\$260.76	2.4%
Fire	\$0.00	0.0%
Hospital	\$0.00	0.0%
Flood	\$111.80	1.0%
Library	\$456.81	4.2%
EMS	\$358.76	3.3%
Other	\$0.00	0.0%
Fees And Charges	\$19.16	0.2%

*** Percents are rounded**

2024 Tax / Fee Distribution Chart —

Request a Tax Statement —

To request a property tax statement, please call: Real Property 206-263-2890 / Personal Property 206-263-2844

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
206-263-2844
Treasury.PersonalProperty@kingcounty.gov

Tax Foreclosures
206-263-2649
TaxForeclosures@kingcounty.gov