

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0113565-ETU - THIRD

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Terrane

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

Countersigned By:

Authorized Officer or Agent



Chicago Title Insurance Company

By:

President

Attest:

Secretary

ISSUING OFFICE:
Title Officer: Eastside Title Unit Chicago Title Company of Washington 10500 NE 8th St., Suite 600 Bellevue, WA 98004 Main Phone: (425)646-9883 Email: CTIBellevueETU@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.00

Effective Date: November 29, 2018 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](#):

Marlene A. Wallace, as her separate estate

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

LOT 14 AND THE EASTERLY 45 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 42 OF PLATS, PAGE 12](#), RECORDS OF KING COUNTY, WASHINGTON.

BOTH SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SCHEDULE B**GENERAL EXCEPTIONS:**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the land.
- C. Easements, prescriptive rights, rights of way, liens or encumbrances, or claims thereof not disclosed by the Public Records.
- D. Any lien, or right to a lien, for contributions to the employee benefit funds, or for state workers compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

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 Madrona Crest Addition, recorded in [Volume 42 of Plats, page 12](#), in King County, Washington.

SCHEDULE B

(continued)

2. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: September 17, 1946
Recording No.: 3608435

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 17, 1947
Recording No.: 3735279

3. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 26, 1946
Recording No.: 3601310

4. 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 Lot Line Revision:

Recording No: 20180806900003

5. Notice of additional tap or connection charges and the terms and conditions thereof:

Recording Date: December 6, 1977
Recording No.: 7712060812

6. 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: 2018
Tax Account No.: 502190-0400-01
Levy Code: 1031
Assessed Value-Land: \$784,000.00
Assessed Value-Improvements: \$133,000.00

General and Special Taxes:

Billed: \$7,963.88
Paid: \$7,963.88
Unpaid: \$0.00

SCHEDULE B
(continued)

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

Amount: \$227,500.00
Dated: December 19, 2011
Trustor/Grantor: Marlene A. Wallace, an unmarried person, as a separate estate
Trustee: Rainier Title Seattle
Beneficiary: JPMorgan Chase Bank, N.A.
Recording Date: December 29, 2011
Recording No.: 20111229002345

END OF EXCEPTIONS

NOTES

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

Note A: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

LT. 14 & PTN. LT. 15, BLK. 3, MADRONA CREST ADDN.
Tax Account No.: 502190-0400-01

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

3633 90th Avenue SE
Mercer Island, WA 98040

END OF NOTES

END OF SCHEDULE B

D Sep 17-46
Aug 2-46 \$12,000 \$13.20 1rs \$12 st
Everett E. Henning and Pauline W. Henning, hwf
To Lakeside Company, a Wn Corp
fp oys and wars to sp the folwg re sit in kow

3608434

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181

Lot 8, blk 4 Bruen and West's North Broadway add to the city
of seattle, according to plat thof reed in vol 13 of plats pg 63
reeds of ko

Sub to restrictions contained in deed dt Jan21-08 reed Feb
8-08 in vol 597 of deeds pg 478 reeds of ko

The purch assume and agreed to pay the mtg given to the Wn
Mutual Sav Bank

Everett E. Henning
Pauline W. Henning

kow Au 2-46 by Everett E. Henning and Pauline W. Henning, hwf br
Maxine Honahue np for wn res at s--(ns Nov 26-49) to sp 2101
Exchange bldg

Decl of Protective Cov Sep 17-46
---dt

3608435

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182

That whereas General Engineering Company, Incorporated are the
owners of the re sit in kow known as Madrona Crest add on Mercer
Island and are desirous that all sales of prop herein des be made
sub to certain restrictions, the purpose of which is to insure the
desirability of the prop for residential purposes.

The undersigned to hby certify and declare that the protective
restrictions hereinafter set forth shall insure to the benefit of and
be binding upon the respective owners of such lots and upon thier
successors in int, such restrictions being as folws:

These Cov are to run with the land and shall be binding on
all parties and all persons claiming under them until Jan 1-70
at which time sd cov shall be automatically extended for successive
periods of 10 yrs unless by vote of the then owners of a majority
of the lots in sd add it is agreed to chage sd cov in whole or in
part.

If any person or persons shall violate or attempt to violate
any of the cov or restrictions herein while such cov remain in force
it shall be lawful for any other person or persons owning any other
lot in sd subdivision to prosecute any proceedings in law or in
equity against the person or persons xik violating or attempting to
violate anysuch xk cov or restrictions and iether prevent him or
them from so doing and to recover damages or other dues for such
violations.

Section I Cont. pg. 435-4

All lots in this sibdvision shall be known and des as
residential lots except lots 1, 2, 19, 20, 21, and 22 of blk 7
which are hby designated and sold for business except, however, this
cov should not include the use of any lots or site for a church,
school, or park, and nox part of sd lots shall be used for the xix
sale or disbursing of beer, wine, or intoxicating liquor by the
drink, on all lots in madrona Crest Designated as residence lots
no structure shall be erected other than a detached single family
dwelling, not to exceed xmx two stories in height and a private
garage for not more that 2 cars. No single detached dwelling house
shall be erected covering less than 750 sq ft of area.

Section II

No building shall be erected, placed, or altered on any bldg
plot in this subdivision until bldg plans, specifications, and plot
plan showing the location of such bldg have been approved in
writing as to conformity and harmony of external design with
existing structures in the subdivision, and as to location of the
bl g with respect to topography and finished ground elevation, by a
committee composed of J. R. Heath, H. J. Oliver and others, or by
a representative designated by a majority of the members of sd
committee. In the event of death or resignation of any members

(con't) res

of sd committee the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In event sd committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after sd plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such bldg or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this cov, will be deemed to have been fully complied with. Neither the members of such committee, or designated representative shall be entitled to any compensation for services performed pursuant to this cov. The powers and duties of such committee, and of its designated representative shall cease on and after Jan 1-52. Thereafter the approval described in this cov shall not be required unless, prior to sd date and effective thereon a written inst shall be ex by the then ~~and~~ recd owners of a majority of the lots in this subdivision and duly recd appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by sd committee.

Section III

No bldg shall be located nearer to the front line or nearer to the side street line than the bldg setback lines shown on the recorded plat. In any event, no bldg shall be located on any residential bldg plot nearer than 20 ft to the front lot line, nor nearer than 15 ft to any side street line. No bldg, except a detached garage or other outbldg located 55 ft or more from the front lot line, shall be located nearer than ^{changed to 4' by 9775277} 7 ft to any side lot line.

Section IV

No residential structure shall be erected or placed on any bldg plot, which plot has an area of less than 8000 sq ft or a width of less than 60 ft at the front bldg setback line.

Section V

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section VI

No trailer, tent, or other outbldg erected in the subdivision shall be, at any time, used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section VII

Now dwelling costing less than \$4000 shall be permitted on any lot in the tt. The ground floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 750 sq ft in the case of a one-story structure nor less than 750 sq ft in the case of a one and one-half or two story structure.

Section VII

An easement is reserved over the rear 5 ft of each lot for utility installation and maintenance.

Section IX

The Work or construction of all bldg dwellings, or structures erected or placed on any lot in this subdivision shall be prosecuted diligently and continuously from the commencement of construction.

Section X

Section XI

Invalidation of any of these cov by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

Section XII

435-3-

Every person who by deed or otherwise becomes owner of any lot, tt, or parcel land in sd subdivision will be deemed to have accepted such title to the land sub to all restrictions and conditions herein contained and such shall be binding upon them, their heirs, assigns and administrators

General Engineering Company, Incorporated
By J. R. Heath, Pres

By J. J. Oliver, Sec't

Elmer E. Calhoun

Carl A. Peterson by Elmer E. Calhoun
his a/f

now Sep 17-46 by J. R. Heath and H. J. Oliver, Pres and Sec's
of the General Engineering Company, Incorporated, of bf Elinor
V. Tripp ap for WA res at seattle (ns Nov 14-49)
now Sep 17-46 by Elmer E. Calhoun and who stated on oath that he
also represented Carl A. Peterson of Elinor V. Tripp ap for
WA res at seattle (ns Nov 14-49)
MI to General Engineering Co, Inc., 725 Central Bldg

res

See following page

435-4

Aud No 3608435

The fol has been added to end of pg 4th pgf:

but the undersigned do hereby relinquish, waive, cancel, and declare null and void the previous Decln of Protective Cov covering the above des prop, exe on Aug 21-46 and fld with the King Co Aud on Aug 26-46 rec in vol 2517 of deeds pg 473 aud No 3601310.

Section 1. All lots in this subdiv shall be kn ---

Amendments Protective cov Oct 17-47

3735279

2012
240

Know all Men by these presents

That whereas the undersigned are the owners of the re sit in New known as Madrona Crest Add on Mercer Island and are desirous of amending the declaration of Protective covenants and lease cove Sep 17 46 by General Engineering Company, Incorporated, read Sep 17-46 in vol #527 of eds pg 182 under and fl No 3500435 reads of sd cov, that provision that that:

No bldg shall be located nearer to the front ln or nearer to the side street ln than the bldg setback lines shown on the recd plat. In any event, no bldg shall be located on any residential bldg plot nearer than 20 ft to the front lot ln, nor nearer than 15 ft to any side street ln. No bldg except a detached garage or other outbldg located 55 ft or more in the front lot ln, shall be located nearer than 7 ft to any side lot line.

This paragraph is hereby amended to read as follows:

No bldg shall be located nearer to the front ln or nearer to the side street ln than the bldg setback lines shown on the recd plat. In any event, no bldg shall be located on any residential bldg plot nearer than 20 ft to the front lot ln, nor nearer than 15 ft to any side street ln. No bldg, except a detached garage or other outbldg located 55 ft more in the front lot ln, shall be located nearer than 4 ft to any side lot line.

General Development Company, Incorporated
By J. R. Heath, Pres
By H. J. Oliver, Sec't

Corp sd
know Sep 13-47 by J. R. Heath and H. J. Oliver, Pres and Sec't of
the General Development Company, Incorporated, (of) def Charles R.
Hudson up for use as Renton (ns Jul 17-51) fl to Sec Mtg Co fld
by Steo

DecProConv Aug 26 46

Dated —

3601310

By General Engineering Co., Inc.

The undersigned are the owners of the sit in now known as Madrona Crest Add on Mercer Is & are desirous that all sales of prop here described be made subj to certain rest, the purpose of which is to insure the desirability of the prop for residential purposes. The undersigned do hereby certify & declare that the protective restrictions hereinafter set forth shall insure to the benefit of & be binding upon the resp owners of such lots & upon their successors in int, such rest being as follows:

These covenants are to run with the ld & shall be binding on all parties & all persons claiming under them until Jan 1 60, at which time sd covenants shall be subject for successive period of ten yrs, unless by vote of the then owners of a majority of the lots in sd add it is agreed to change sd covenants in whole or in part. If any person or persons shall violate or attempt to violate any of the covenants or rest herein while such covenants remain in full force, it shall be lawful for any other person or persons owning any other lot in sd subdiv to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants or rest & either prevent him or them from so doing & to recover damages or other dues for such vio. All lots in this subdiv shall be known & described as residential lots except Lots 1, 2, 19, 20, 21 & 22 of blk 7 which are hereby designated & sold for business use, however, this covenant shall not include the use of any lot or site for church, school or park. On all lots in Madrona Crest designated as "residence lots" no other structure shall be erected other than a detached single family dwelling, not to exceed 2 stories in height & a garage. No single detached dwelling house shall be erected covering less than 800 sq. ft or area.

That Lots 1, 2, 19, 20, 21, & 22 of blk 7 are hereby reserved for (B-1) retail business but no trade use or bus shall be carried on upon any lot or any part hereof or any use made thereof in vio of any law applicable thereto.

No trailer, tent, or other outbuilding erected in the subdiv shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temp character be used as a residence.

This covenant, however, shall not prohibit the use of a permanent garage as temp residence for a period of not exceeding 12 months from the dt of lot occupancy when sd garage is not located within 55' of the int of sd lot.

The wk or const of all bldg swelling or structures erected or placed on any lot in this subdiv shall be prosecuted diligently & continuously from the commencement of the const.

Invalidation of any of these covenants by judgement or crt order shall in no wise affect any of the pro which shall remain in full force & effect.

Every person who by deed or otherwise becomes owner of any lot, tract, or parcel of ld in sd subdiv will be deemed to have accepted such title to ld subj to all rest & cond herein contained & such shall be binding upon them their heirs, assigns, and Adm.

General Engineering Company, Incorporated

3601310 (cont.)

(corp 21) J.R. Heath, pres.
H.J. Oliver, sec.
New Aug 21 46 by J.R. Heath & H.J. Oliver pres & sec (corp 22)
by Marlon Marchand ap for wa pas bl an (as Jun 25 50) MI to
Co. Commissioners

var

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 A H
 60816 772060812
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Dec 6 2 39 PM '77

NOTICE OF ADDITIONAL
TAP OR CONNECTION CHARGES

RECORDED KC RECORDS

In compliance with Chapter 72, Laws of 1977 Regular Session, Chapter 65.08 RCW, the City of Mercer Island has levied, or may levy in the future, a charge on property pertaining to;

- a.) the amount required by the provisions of a contract pursuant to RCW 35.91.020 under which the water or sewer facilities so tapped into or used were constructed; or
- b.) any connection charges which are in fact reimbursement for the cost of facilities constructed by the sale of revenue bonds; or
- c.) the additional connection charge authorized in RCW 35.92.025.

These amounts and charges have been, or will be, levied against the following described property located in King County, Washington;

Mercer Island, Washington, an island located in Lake Washington, encompassing 4,127 acres; defined as consisting of a portion of all of the following described sections and government lots in Township 24, Range 4 E., W.M. and Township 24, Range 5 E, W.M.:

Government Lot	Quarter Section	Section	Township	Range	W
1	SE $\frac{1}{4}$	2	24	4 East, W.M.	
3, 4, 5 & 6	SW $\frac{1}{4}$	1	24	4 East, W.M.	
1 & 2	SE $\frac{1}{4}$	1	24	4 East, W.M.	
1 & 2	NW $\frac{1}{4}$	11	24	4 East, W.M.	
1, 2 & 3	NW $\frac{1}{4}$, NE $\frac{1}{4}$ & SE $\frac{1}{4}$	12	24	4 East, W.M.	
and the remainder of the	SW $\frac{1}{4}$	12	24	4 East, W.M.	
1	NW $\frac{1}{4}$	13	24	4 East, W.M.	
2 & 3	NE $\frac{1}{4}$	13	24	4 East, W.M.	
and the remainder of the	NE $\frac{1}{4}$	13	24	4 East, W.M.	
4 & 5	SE $\frac{1}{4}$	13	24	4 East, W.M.	
6 & 7	NE $\frac{1}{4}$	24	24	4 East, W.M.	
4 & 5	SE $\frac{1}{4}$	24	24	4 East, W.M.	
and the remainder of the	SE $\frac{1}{4}$	24	24	4 East, W.M.	
Portion of 1 and all of 3	NW $\frac{1}{4}$	25	24	4 East, W.M.	
Portion of 1 and all of 2	NE $\frac{1}{4}$	25	24	4 East, W.M.	
and the remainder of the	NE $\frac{1}{4}$	25	24	4 East, W.M.	
4 & 5	SW $\frac{1}{4}$	25	24	4 East, W.M.	
	SW $\frac{1}{4}$	25	24	4 East, W.M.	
Portion of 1	NW $\frac{1}{4}$	36	24	4 East, W.M.	
Portion of 1 and all of 2 & 3	NE $\frac{1}{4}$	36	24	4 East, W.M.	
6	SW $\frac{1}{4}$	6	24	5 East, W.M.	
1, 2 & 3	NW $\frac{1}{4}$	7	24	5 East, W.M.	
Portion of 4	NW $\frac{1}{4}$	7	24	5 East, W.M.	
	SW $\frac{1}{4}$	7	24	5 East, W.M.	
Portion of 4 and all of 5	SE $\frac{1}{4}$	7	24	5 East, W.M.	
and the remainder of the	SE $\frac{1}{4}$	7	24	5 East, W.M.	
10 & 11	SW $\frac{1}{4}$	8	24	5 East, W.M.	
	NW $\frac{1}{4}$ & SW $\frac{1}{4}$	18	24	5 East, W.M.	
1	NE $\frac{1}{4}$	18	24	5 East, W.M.	
and the remainder of the	NE $\frac{1}{4}$	18	24	5 East, W.M.	
2 & 3	SE $\frac{1}{4}$	18	24	5 East, W.M.	
and the remainder of the	SE $\frac{1}{4}$	18	24	5 East, W.M.	
1	NW $\frac{1}{4}$	17	24	5 East, W.M.	

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Government Lot	Quarter Section	Section	Township	Range
	NW $\frac{1}{4}$ & SW $\frac{1}{4}$	19	24	5 East, W.M.
1 & 2	NE $\frac{1}{4}$	19	24	5 East, W.M.
3 & 4	SE $\frac{1}{4}$	19	24	5 East, W.M.
	NW $\frac{1}{4}$	30	24	5 East, W.M.
1, 2 & 3	NE $\frac{1}{4}$	30	24	5 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	30	24	5 East, W.M.
4 & 5	SE $\frac{1}{4}$	30	24	5 East, W.M.
6	SW $\frac{1}{4}$	30	24	5 East, W.M.
and the remainder of the	SW $\frac{1}{4}$	30	24	5 East, W.M.
1 & 2	NW $\frac{1}{4}$	31	24	5 East, W.M.
and the remainder of the	NW $\frac{1}{4}$	31	24	5 East, W.M.

All as shown and set forth on the map, Exhibit 'A', attached hereto and made a part of this document.

Dated this 5th day of December, 1977.

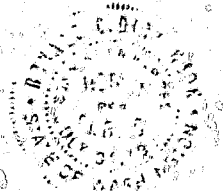
Miles L. Fuller
Miles L. Fuller
Director of Utilities
City of Mercer Island

STATE OF WASHINGTON)
COUNTY OF KING) ss.

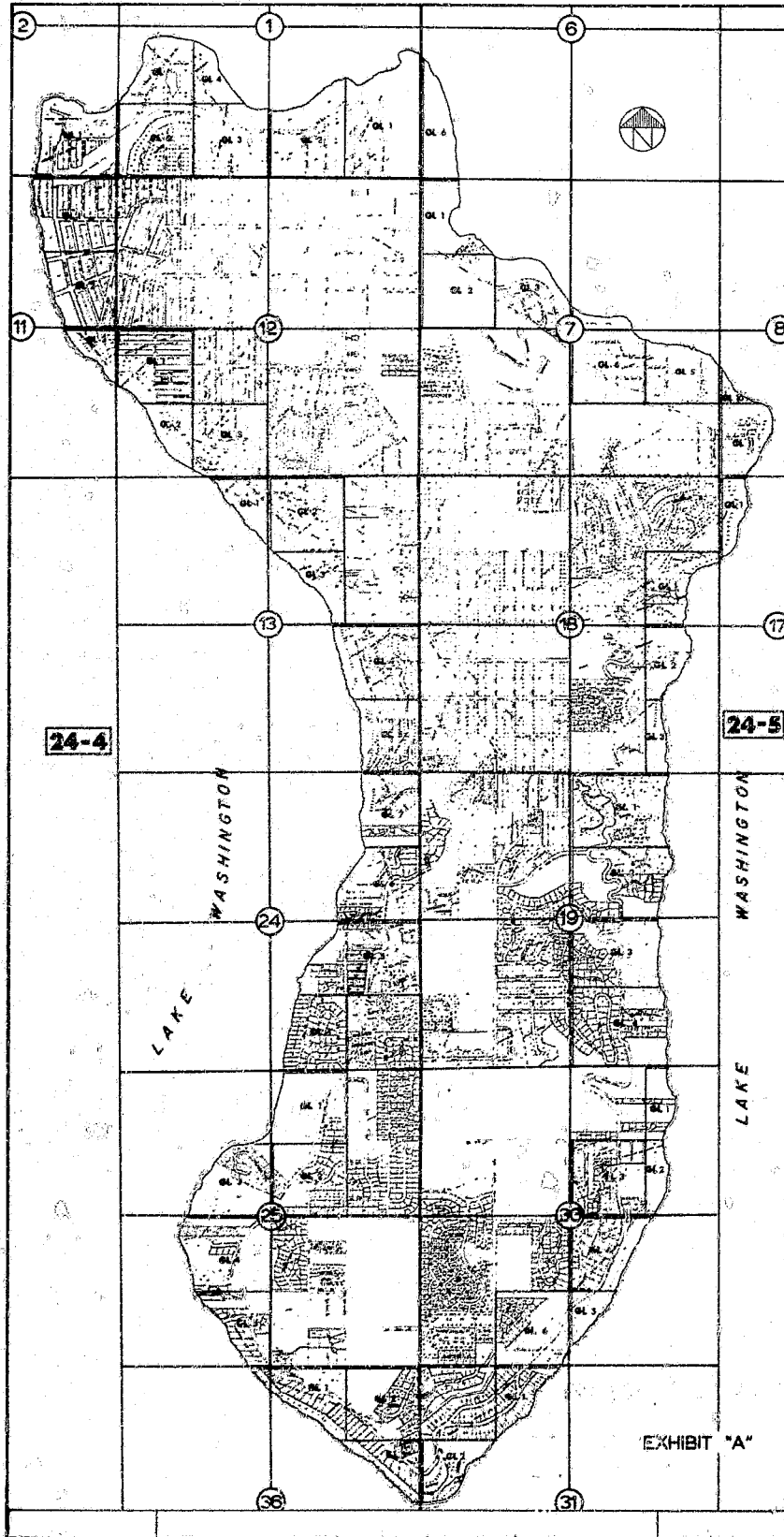
On this 5th day of December, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Miles L. Fuller to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Ronald C. Johnson
Notary Public in and for the State
of Washington, residing at
Mercer Island



7712060812



7712060812

Portion of this document not available for filing

FILED for Record at Request of

Name CITY OF MERCER ISLAND

Address 3505 88th Ave

MERCER ISLAND, WA 98040

Return To: JPMorgan Chase Bank, N.A.
Collateral Trailing Documents
P.O. Box 8000 - Monroe, LA 71203



Assessor's Parcel or Account
Number: 502190-0400-01

Abbreviated Legal

Description: *lot 14 + rtn. lot 15, Blk 3, Madrona Crest Add.*

Full legal description located on
page:3

Trustee: RAINIER TITLE SEATTLE

RECORDED BY
RAINIER TITLE

624978
22/85

Deed of Trust

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

(A) "Security Instrument" means this document, which is dated December 19, 2011, together with all Riders to this document.

(B) "Borrower" is Marlene A. Wallace, *unmarried person*, as a separate estate. Borrower is the trustor under this Security Instrument.

(C) "Lender" is JPMorgan Chase Bank, N.A.. Lender is a National Banking Association organized and existing under the laws of the United States. Lender's address is 1111 Polaris Parkway, Columbus, OH 43240. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is RAINIER TITLE SEATTLE.

(E) "Note" means the promissory note signed by Borrower and dated December 19, 2011. The Note states that Borrower owes Lender two hundred twenty seven thousand five hundred and 00/100 Dollars

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

VMP®
Wollers Kluwer Financial Services

201112204.0.0.0.4002-J20110209Y

Initials: *mw* Page 1 of 17

1471348350
FORM 3048 1/01
09/10

"RTI.14713483501123"



(U.S. \$227,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2042.

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

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

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

- | | | |
|--|---|--|
| <input 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 checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject

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matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

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

Parcel ID Number: 502190-0400-01 which currently has the address of 3633 90TH AVE SE [Street] MERCER ISLAND [City], Washington 98040 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

Uniform Covenants. Borrower and Lender covenant and agree as follows:

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender



may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate

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to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall

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

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

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

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

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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. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated



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

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

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

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

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

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

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

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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

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any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the

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reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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


18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If

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Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall

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further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

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

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

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



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

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

Borrower

Marlene A Wallace 12-28-11
MARLENE A WALLACE Date
Seal

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 12.28.11 before me, Aileen Grace Bayson-Holbrook
Date Here Insert Name and Title of the Officer

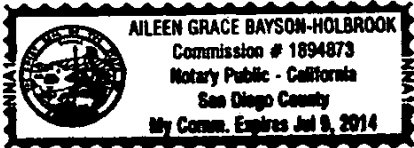
personally appeared Marlene A Wallace
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Aileen Grace Bayson-Holbrook
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DOT

Document Date: 12.28.11 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Acknowledgment

State of Washington

County of King

I certify that I know or have satisfactory evidence that

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

Dated:

Notary Public in and for the state of
residing at
My appointment expires:

(Seal)

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1-4 Family Rider

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 19th day of December, 2011, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to JPMorgan Chase Bank, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3633 90TH AVE SE, MERCER ISLAND, WA 98040
[Property Address]

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

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

(B) Use of Property; Compliance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

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

(D) Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

(E) "Borrower's Right to Reinstate" Deleted. Section 19 is deleted.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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(F) Borrower's Occupancy. With regard to non-owner occupied investment properties, the first sentence in Uniform Covenant 6 (or if this Rider is attached to an FHA Security Instrument, the first two sentences in Uniform Covenant 5) concerning Borrower's occupancy of the Property is (are) deleted.

(G) Assignment of Leases. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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

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

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

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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default

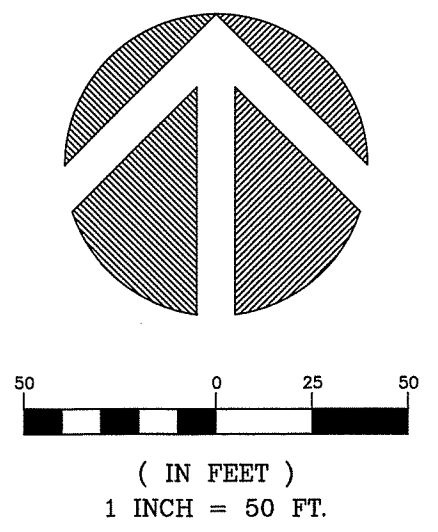
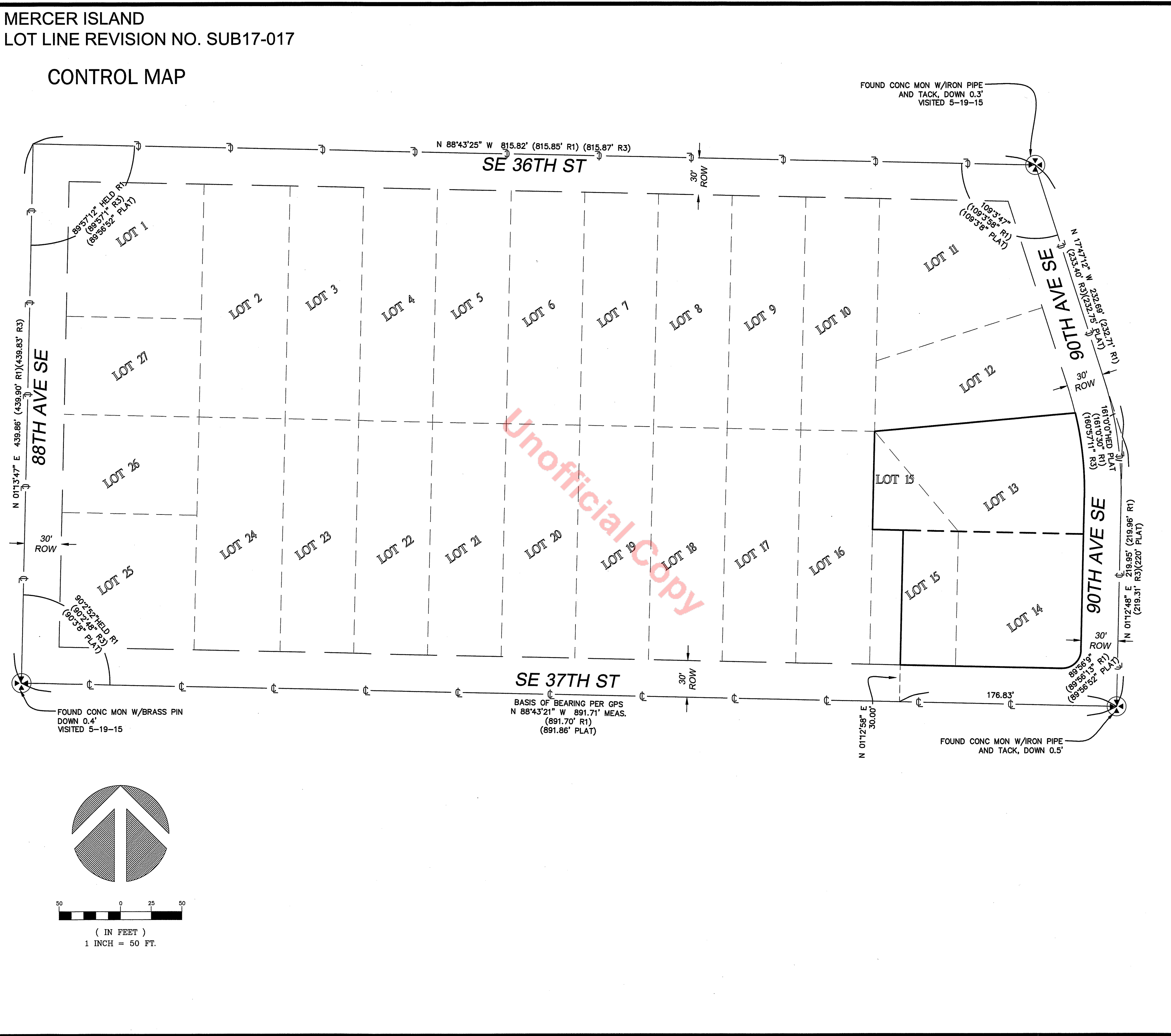


EXHIBIT A

Lot 14 and the Easterly 45 feet of the South 110 feet of Lot 15, Block 3, Madrona Crest Addition, according to the plat thereof recorded in Volume 42 of Plats, page 12, records of King County, Washington.

Situate in the County of King, State of Washington.

End of Schedule A

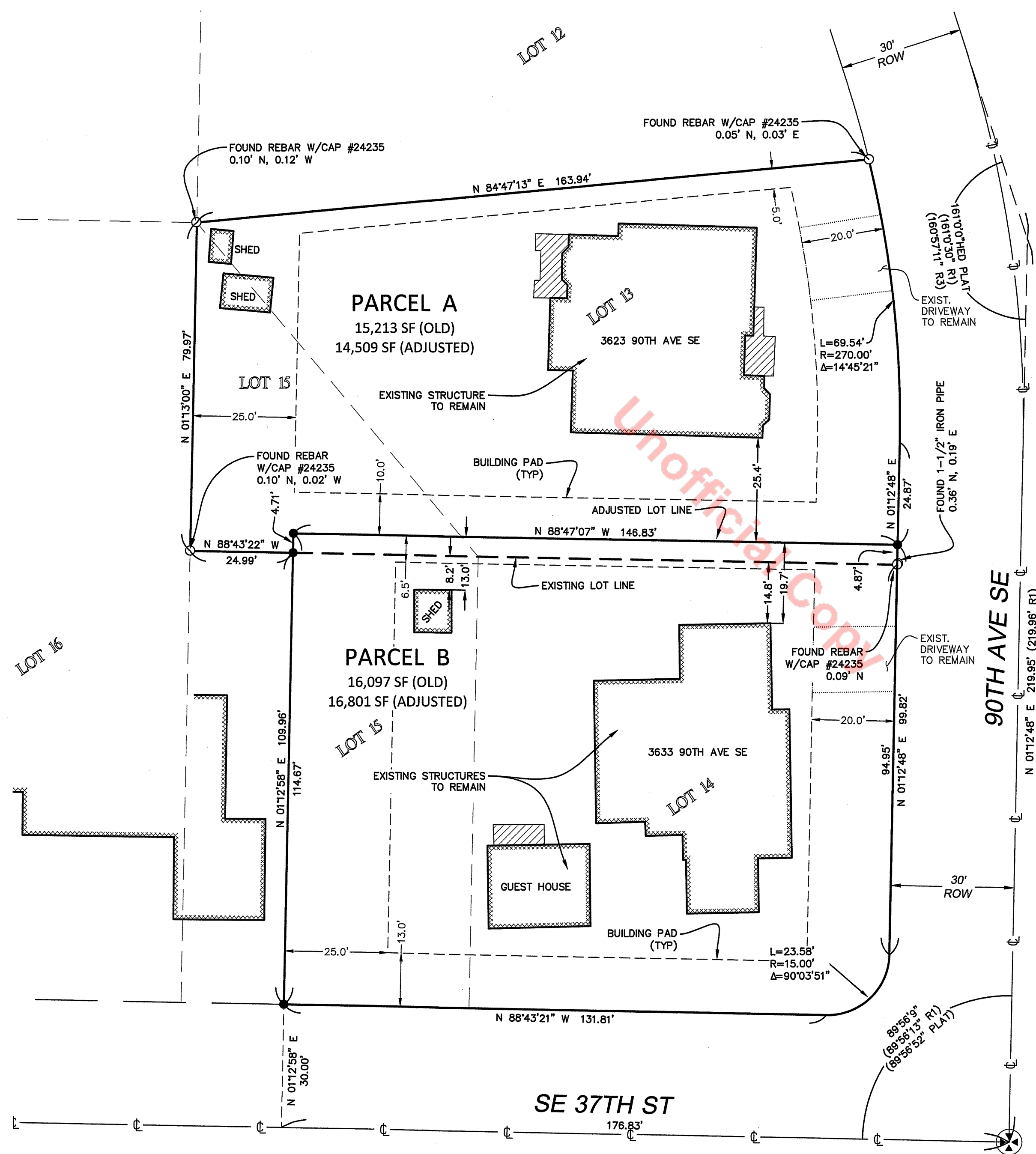


Terrane
10801 Main Street, Suite 102, Bellevue, WA 98004
phone 425.458.4488 support@terrane.net
www.terrane.net

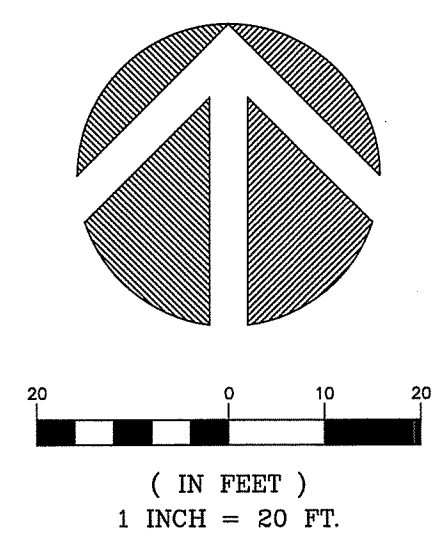
CITY OF MERCER ISLAND SUB17-017
SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
SHIRLEY-WALLACE LLR
PARCEL NO. 5021900395 & 5021900400
MERCER ISLAND, WA

JOB NO.:	161347
DATE:	5/24/18
DRAFTED BY:	TLR
CHECKED BY:	SRM
SCALE:	1" = 50'
2 OF 3	

MERCER ISLAND
 LOT LINE REVISION NO. SUB17-017



- LEGEND**
- BUILDING
 - CENTERLINE ROW
 - DECK
 - MONUMENT IN CASE (FOUND)
 - REBAR/IRON PIPE (FOUND)
 - REBAR & CAP (SET)
 - RECORD DATA



PARCEL AREAS

ORIGINAL PARCEL A = 15,213 SF (0.35 ACRES)
 NEW PARCEL A = 14,509 SF (0.33 ACRES)

ORIGINAL PARCEL B = 16,097 SF (0.37 ACRES)
 NEW PARCEL B = 16,801 SF (0.39 ACRES)

ORIGINAL LOT DESCRIPTIONS

PARCEL A
 LOT 13 AND THAT PORTION OF LOT 15, BLOCK 3, LYING NORTH OF THE SOUTHERLY LINE OF SAID LOT 13, PRODUCED WESTERLY TO THE WEST LINE OF SAID LOT 15, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

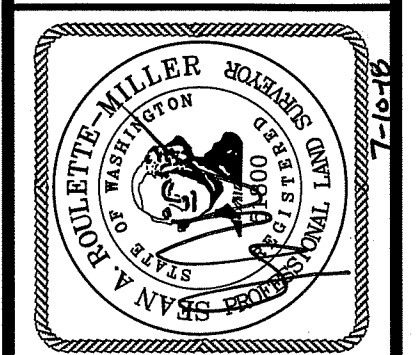
PARCEL B
 LOT 14, AND THE EASTERLY 45 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

NEW LOT DESCRIPTIONS

PARCEL A
 LOT 13 AND THAT PORTION OF LOT 15, BLOCK 3, LYING NORTH OF THE SOUTHERLY LINE OF SAID LOT 13, PRODUCED WESTERLY TO THE WEST LINE OF SAID LOT 15, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON; EXCEPT WITH THAT PORTION OF LOTS 13 AND 15 IN SAID BLOCK 3, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13;
 THENCE NORTH 88°43'22" WEST, ALONG THE SOUTH LINE OF SAID LOT 13, AND ALONG SAID SOUTH LINE EXTENDED WEST, A DISTANCE OF 146.83 FEET;
 THENCE NORTH 01°12'58" EAST 4.71 FEET;
 THENCE SOUTH 88°47'07" EAST 146.83 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 13;
 THENCE SOUTH 01°12'48" WEST, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 4.87 FEET, TO THE POINT OF BEGINNING.

PARCEL B
 LOT 14 AND THE EASTERLY 45 FEET OF THE SOUTH 110 FEET OF LOT 15, BLOCK 3, MADRONA CREST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 42 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF LOTS 13 AND 15 IN SAID BLOCK 3, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13;
 THENCE NORTH 88°43'22" WEST, ALONG THE SOUTH LINE OF SAID LOT 13, AND ALONG SAID SOUTH LINE EXTENDED WEST, A DISTANCE OF 146.83 FEET;
 THENCE NORTH 01°12'58" EAST 4.71 FEET;
 THENCE SOUTH 88°47'07" EAST 146.83 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 13;
 THENCE SOUTH 01°12'48" WEST, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 4.87 FEET, TO THE POINT OF BEGINNING.

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CITY OF MERCER ISLAND SUB17-017
 SE 1/4, SW 1/4, SEC. 07, T. 24N., R. 05E., W.M.
SHIRLEY-WALLACE LLR
 PARCEL NO. 5021900395 & 5021900400
 MERCER ISLAND, WA
 90TH AVE SE

JOB NO.:	161347
DATE:	5/24/18
DRAFTED BY:	TLR
CHECKED BY:	SRM
SCALE:	1" = 20'
3 OF 3	