

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0187197-ETU

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

Terrane, their successors and/or assigns

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: August 14, 2020 at 08:00 AM

The assurances referred to on the face page are:

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

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

Title to said real property is [vested in](#):

Robert John Maguire, also appearing of records as Robert J. Maguire and Gina Marie Maguire, also appearing of records as Gina M. Maguire, husband and wife, as to Parcel A

Annette P. Steiner, also appearing of records as Annette Steiner, as her separate estate, as to Parcel B

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

PARCEL A: (545400-0060-07)

LOT 6, MERCER VILLAGE, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 64 OF PLATS, PAGE 60](#), RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 7 IN SAID PLAT;
THENCE SOUTH 18°19'08" EAST 35.88 FEET;
THENCE SOUTH 19°29'36" EAST 81.07 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6;
THENCE SOUTH 88°42'04" EAST 11.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7;
THENCE NORTH 24°25'45" WEST 121.64 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTION;

(ALSO BEING KNOWN AS PARCEL A OF CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NO. MI95-0555, ACCORDING TO THE SURVEY RECORDED UNDER RECORDING NO. 9507259002, RECORDS OF KING COUNTY).

PARCEL B: (545360-0240-08)

LOT 5 AND INCLUDING THAT PORTION OF LOT 6 IN BLOCK 2 OF MERCER TERRACE, ACCORDING TO PLAT THEREOF, RECORDED IN [VOLUME 72 OF PLATS, PAGE 86](#), RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6;
THENCE NORTH 38°42'04" WEST ALONG THE NORTH LINE THEREOF 2.55 FEET;
THENCE SOUTH 15°29'16" EAST 94.30 FEET TO THE SOUTH-EASTERLY LINE OF SAID LOT;
THENCE EASTERLY ALONG THE SOUTHEASTERLY LINE THEREOF ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 40 FEET, THE RADIAL CENTER OF WHICH BEARS SOUTH 3°33'36" EAST THEREFROM THROUGH A CENTRAL ANGLE OF 0°40'31" AND AN ARC DISTANCE OF 0.48 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 6;
THENCE NORTH 14°16'32" WEST ALONG SAID LINE 93.68 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SCHEDULE B**GENERAL EXCEPTIONS:**

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

SPECIAL EXCEPTIONS:

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

In favor of: Property adjacent to the East
Purpose: Side sewer easement
Recording Date: August 14, 1995
Recording No: [9508141152](#)
Affects: Portion of said Parcel A

2. Latecomer charges for water and sewer facilities by City of Mercer Island, and the terms and conditions thereof;

Recording Date: December 6, 1997
Recording No.: 7712060812

Affects: Parcel A

3. 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 Mercer Island:

Recording No: [5556062](#)

Affects: Parcel A

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: 9507259002

Affects: Parcel A

SCHEDULE B

(continued)

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

Granted to: Mercer Island Sewer District, a Municipal Corporation
Purpose: Sewer pipeline
Recording Date: September 4, 1964
[Recording No.:](#) [5733159](#)
Affects: Portion of said Parcel B

6. Agreement, and the terms and conditions thereof;

Executed by: William B. Baker and Velma N. Baker, his wife and Robert I. Wilkinson and Anne C. Wilkinson, his wife
Recording Date: March 21, 1968
[Recording No.:](#) [6320836](#)

Affects: Parcel B

7. A contract of sale by and between the parties named below

Dated: May 29, 2020
Vendor: Annette P. Steiner
Vendee: Robert John Maguire and Gina Marie Maguire, husband and wife
Recording Date: June 30, 2020
[Recording No.:](#) [20200630002491](#)
Excise Tax Receipt No.: not shown

Affects: Parcel B

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

Year: 2020
Tax Account Number: 545400-0060-07
Levy Code: 1031
Assessed Value-Land: \$1,104,000.00
Assessed Value-Improvements: \$1,423,000.00

General and Special Taxes: Billed: \$19,963.71
Paid: \$19,963.71
Unpaid: \$0.00

Affects: Parcel A

SCHEDULE B

(continued)

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

Year: 2020
 Tax Account Number: 545360-0240-08
 Levy Code: 1031
 Assessed Value-Land: \$902,000.00
 Assessed Value-Improvements: \$286,000.00

General and Special Taxes: Billed: \$2,311.56
 Paid: \$2,311.56
 Unpaid: \$0.00

Affects: Parcel B

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

Amount: \$1,450,000.00
 Dated: September 26, 2013
 Trustor/Grantor: Robert John Maguire and Gina Marie Maguire, a married couple
 Trustee: First American Title Company
 Beneficiary: Citibank, N.A.
 Loan No: 001121229556
 Recording Date: October 2, 2013
Recording No.: [20131002001900](#)

Affects: Parcel A

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

Amount: \$100,000.00
 Dated: August 8, 2017
 Trustor/Grantor: Robert J. Maguire, who also appears on Title as Robert John Maguire, and Gina M. Maguire, who also appears on Title Gina Marie Maguire, husband and wife
 Trustee: Trustee Services, Inc.
 Beneficiary: Boeing Employees' Credit Union
 Loan No: 2011226683
 Recording Date: August 18, 2017
Recording No.: [20170818000559](#)

Affects: Parcel A

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

SCHEDULE B

(continued)

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

Amount: \$245,000.00
 Dated: January 6, 2015
 Trustor/Grantor: Annette Steiner
 Trustee: Recontrust Company, N.A
 Beneficiary: Bank of America, NA
 Recording Date: January 16, 2015
Recording No.: [20150116001444](#)

Affects: Parcel B

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

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:

PCL A:
 LT 6 & PTN LT 7, MERCER VILLAGE, AKA PCL A, CITY OF MERCER ISLAND LLA NO. MI95-0555,
 REC NO. 9507259002
Tax Account No.: [545400-0060-07](#)

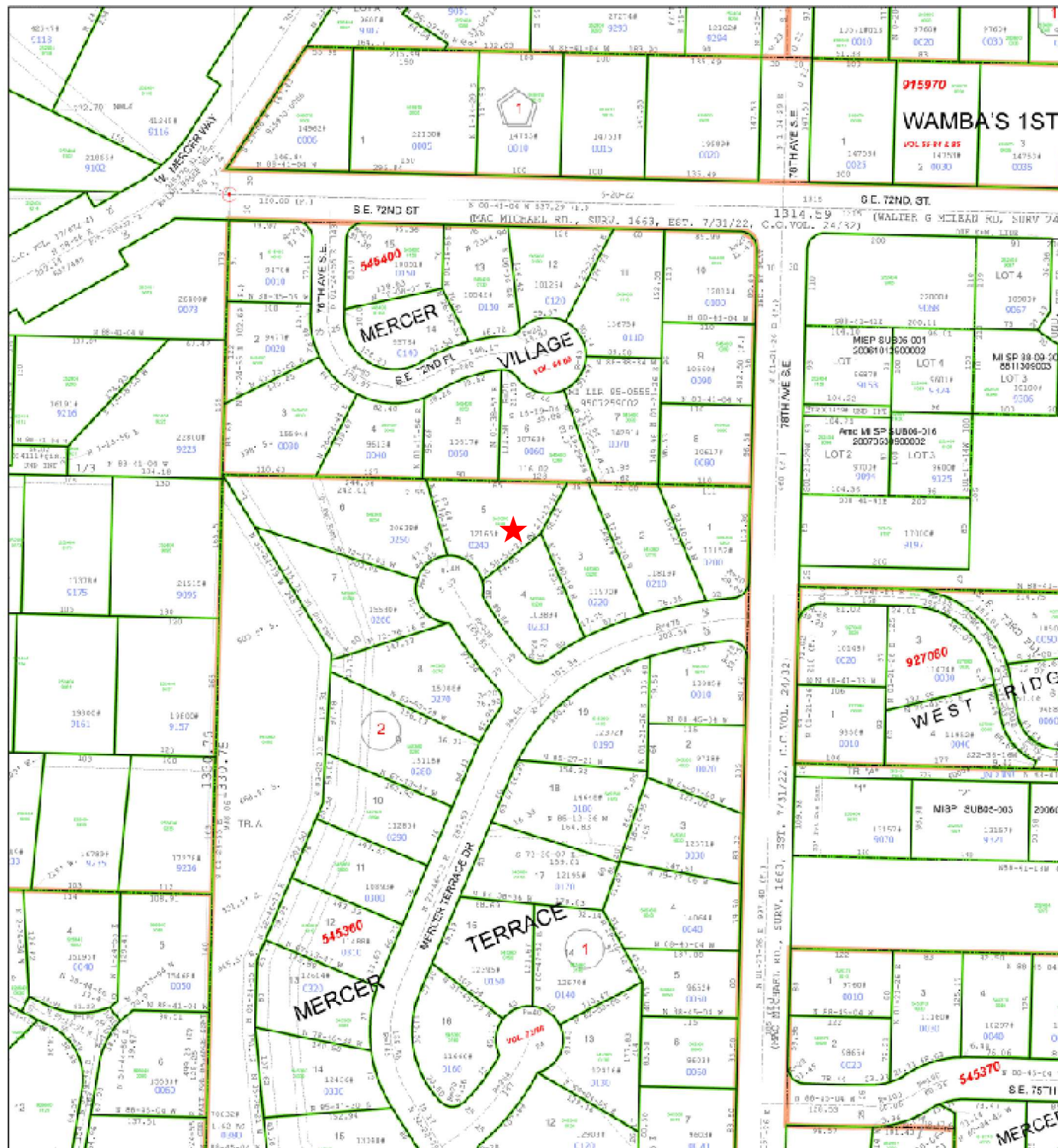
PCL B:
 LT 5 & PTN LT 6, BLK 2, MERCER TERRACE
Tax Account No.: [545600-0240-08](#)

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

7643 SE 72nd Pl
 Mercer Island, WA 98040

7333 Mercer Terrace Dr
 Mercer Island, WA 98040

END OF NOTES**END OF SCHEDULE B**



ParcelID: 5453600240
7333 Mercer Terrace Dr
Mercer Island, WA 98040

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



ParcelID: 545400060

7643 SE 72nd Pl

Mercer Island, WA 98040

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

MORTGAGE OF REAL ESTATE

The Mortgagor(s) RUSSELL E. HIGBEE and VERA FAY HIGBEE, his wife
of Kirkland, Washington, mortgage(s) to
PEOPLES NATIONAL BANK OF WASHINGTON IN SEATTLE, the Mortgagee, the following described real estate
situated in the County of King, State of Washington:

That portion of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of
Section 33, Township 26 North, Range 5 East W.M., described as follows:

Beginning at a point on the West line of said subdivision which is South
530 feet from the Northwest corner thereof; thence East 400 feet; thence
North 200 feet, more or less, to the North line of the South 330 feet of
said Subdivision; thence West along said North line 400 feet to said
West line; thence South along said West line 200 feet, more or less, to the
point of beginning;

Situate in the County of King, State of Washington.

and all interest and estate therein that the Mortgagor(s) may hereafter acquire.

This Mortgage is given to secure the payment of FIFTEEN THOUSAND and no/100 Dollars (\$ 15,000.00)
together with interest thereon, as evidenced by a Promissory Note of even date herewith, signed by the
Mortgagor(s), payable to the Mortgagee, the terms of which are incorporated herein by reference, and all renewals
and extensions thereof, and is further given to secure:

1. All expenditures made by the Mortgagee for the protection, preservation, or recovery of, or realization upon, the security of the mortgaged property pursuant to the terms of this Mortgage or otherwise, and interest thereon;
2. Such payments and additional sums of money as from time to time hereafter during the life of this instrument may be advanced and loaned by the Mortgagee to the Mortgagor(s) together with interest on any and all of said indebtedness.
3. All renewals and extensions of any or all of the above mentioned obligations.

The Mortgagor(s) covenant(s) with the Mortgagee as follows:
That Mortgagor(s) are the owner(s) in fee simple of all the above described real estate, and that all of the same is unencumbered; that, during the continuance of this Mortgage, Mortgagor(s) will permit no waste nor unlawful use of said premises; and will keep the improvements constantly insured for the benefit of the Mortgagee in such manner, in such amounts and by such companies as the Mortgagee may indicate or approve, and keep the policy or policies and renewals thereof constantly assigned or pledged and delivered to the Mortgagee (each renewal policy to be so delivered at least one week before the expiration date); and will pay when due all taxes and assessments and governmental charges now or hereafter levied or charged against said property, or on account thereof, or against this Mortgage or the debt hereby secured or the interest thereon, and all charges for electricity, gas, water and heat used on said premises, and will produce for inspection official receipts therefor to the Mortgagee. That Mortgagor(s) will keep all buildings and improvements on said premises in a good and tenable state of repair and will not do or permit anything which will or might impair the security of this Mortgage. All buildings, improvements, additions, repairs, reconstruction, machinery, equipment, appurtenances and fixtures which may hereafter be placed on said premises shall immediately become subject to the lien of this Mortgage. In case any portion of said premises are taken in any eminent domain proceedings, the entire amount of any award therein shall be paid to the Mortgagee. In case of any default hereunder, the rents, issues and profits of said premises shall be deemed pledged to the Mortgagee as further security hereunder, and shall be applicable to the debt secured hereby from the time when such default occurs, whether such rents, issues and profits be collected by the Mortgagor(s), Mortgagee, receiver, trustee or agent.

In case any law of the State of Washington shall hereafter become effective deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debt secured by mortgage for state or local purposes, or the manner of collection of any such taxes, the effect of which is to impose a tax upon this mortgage or the note above referred to or the interest thereon, the Mortgagor(s) covenant(s) and agree(s) to pay such tax or charge in addition to the other payments required hereunder.

In the case of default in the payment of any interest on, or installment of, said debt, or of a breach of any of the covenants herein contained, then the entire debt, at the Mortgagee's option, shall become immediately due without notice and this Mortgage may be foreclosed.

THE MORTGAGOR(S) shall pay the Mortgagee a reasonable sum as attorney's fees in any suit that may be lawfully brought for the foreclosure of this Mortgage and in any suit which the Mortgagee, to protect the lien hereof, is obliged to defend; and shall pay such reasonable cost of searching records and abstracting the same as may necessarily be incurred in foreclosing this Mortgage or defending the same; which sums shall be secured by this Mortgage and may be included in the decree of foreclosure.

THE MORTGAGOR(S) consent(s) to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

DATED at Kirkland, Washington May 6, 19 64

Russell E Higbee
Vera Fay Higbee

FORM 1608 REV. 10-60

MAY 7 - 1964

5733159

A 80136-B

REVOCABLE SEWER LICENSE

THIS AGREEMENT made and entered into this date between

WILLIAM B. BAKER and VEIMA N. BAKER, his wife, first parties, owners of Lot 6, Mercer Terrace, King County, Washington,

and

ROBERT I. WILKINSON and ANNE C. WILKINSON, his wife, second parties, owners of Lot 7, same addition, lying south of and adjoining Lot 6,

6320836
WITNESSETH: WHEREAS second parties, presently building a residence on Lot 7, desire to establish their sewer line so that it connects with the sewer line presently serving first parties' residence on Lot 6, IT IS NOW AGREED:

(1). Second parties will at their sole expense and through a licensed sewer contractor replace that portion of the line on Lot 6 between the Baker house and a point about 12 feet westerly of the house with a 6" cast iron sewer pipe, with connection joint about 12 feet from the house, and may then run a like 6" cast iron sewer pipe from their house on Lot 7, crossing the common boundary at a point about 102.2 feet from the east end, then continuing about 20.5 feet northwesterly to connect with first parties' line at the connection joint referred to. Second parties shall also install in their line on Lot 7 a cleanout located so as to minimize possible future work on the Lot 6 portion of the line.

(2). Cost of maintenance, repair and any necessary reconstruction, including replacement of soil and any plantings, shall be borne as follows: by the parties equally as to the line between the connection joint and the street; by first parties as to the line between the connection joint and their home; by second parties as to the line between the connection joint and their home. Should any party fail in the indicated respective duties and should immediate work be required to insure proper functioning, any party may have the necessary work done and the reasonable cost shall be charged to and be a lien on the property of the owners failing in their duties.

(3). First parties without assuming any responsibility for satisfactory operation of the line, grant second parties a license to extend and connect their sewer line as indicated but it is agreed that if new construction on Lot 6 requires change of location of the sewer line first parties may after 90 days written notice move their portion of the same and second parties will change their connecting line accordingly. And it is further agreed that if in the judgment of first parties or assigns it is desirable that this sewer license be terminated, whether because of construction on Lot 6, stoppage in the line or unsatisfactory operation, termination may be made on 90 day written notice, and the sewer line from Lot 7 shall be disconnected and removed by second parties. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the respective parties.

DATED this 21st day of March, 1968.

William B Baker

Robert I Wilkinson

Veima N. Baker

Anne C. Wilkinson

First Parties

Second Parties

MAR 21 1968

\$800

FILED FOR RECORD AT THE REQUEST OF:

Escrow Professionals of Washington
205 108th Avenue N.E. #102
Bellevue, WA 98004

WHEN RECORDED, MAIL TO:

Dennis R. Adler
7655 Southeast 72nd Place
Mercer Island, WA 98040

Space Above for Recorder's Use

Statutory Warranty Deed

THE GRANTOR:

Elizabeth S. Cantrell, a single person as her separate estate,

for and in consideration of Ten dollars and no/100 and other good and valuable consideration in hand paid, conveys and warrants to:

Dennis R. Adler and Kathy S. Adler, husband and wife, *KSA DP*

the following described real estate in King County, State of Washington, to-wit:

Legal description attached hereto as Exhibit "A" and becoming a part hereof by this reference. SUBJECT TO:
..... Restrictions contained on the face of the plat and Right of the public as dedicated in the plat, rights of the public to make cuts for slopes and fills and terms and conditions of City of Mercer Island Lot Line Revision No. MI 95-0555 as recorded under King County Recording No. 9507259002.

King County Recorder
435218-4
9508141152

Dated this fifth day of August, 1995

Elizabeth S. Cantrell
Elizabeth S. Cantrell

8.00
KING COUNTY RECORDS 002 SR
950814-1152 03:17:00 PM

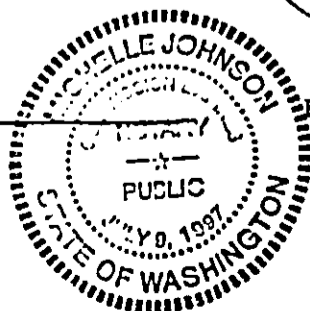
State of Washington)
County of King) as:

On this 14th day of August, 1995, personally appeared before me Elizabeth S. Cantrell, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of August, 1995

Michelle Johnson
Michelle Johnson
Notary Public in and for the State of Washington

My appointment expires: 7.9.97 Residing at Everett



LPB #10

Escrow Number: 109395E

E1442545 08/14/95 11748.00 660000.00

Exhibit "A"

LOT 7, MERCER VILLAGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 64 OF PLATS, PAGE(S) 60, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF LOT 6, SAID PLAT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 7;
THENCE SOUTH 18°19'08" EAST, 35.88 FEET;
THENCE SOUTH 19°29'36" EAST, 81.07 FEET TO THE SOUTH LINE OF SAID LOTS;
THENCE SOUTH 88°42'04" EAST, ALONG SAID SOUTH LINE, 11.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7;
THENCE NORTH 24°25'44" WEST, 121.64 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL B OF CITY OF MERCER ISLAND LOT LINE REVISION NUMBER MI 95-0555 AS RECORDED UNDER KING COUNTY RECORDING NUMBER 9507259002.)

AND TOGETHER WITH A SEWER EASEMENT OVER THAT PORTION OF LOT 6 OF SAID PLAT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7;
THENCE NORTH 88°42'04" WEST ALONG THE SOUTH LINE OF SAID LOTS, 11.98 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°42'04" WEST ALONG SAID SOUTH LINE 18.92 FEET;

THENCE NORTH 25°08'23" EAST 25.18 FEET;
THENCE SOUTH 19°29'36" EAST 24.64 FEET TO THE TRUE POINT OF BEGINNING.

9508141152

Return Address:
Heather Coldwell
Davis Wright Tremaine LLP
920 Fifth Ave., Suite 3300
Seattle, WA 98104

**1ST AM
CM-5514**

MEMORANDUM OF CONTRACT OF SALE

Reference Number(s) of Documents assigned or released: None

Seller: Annette P. Steiner

Buyer: Robert John Maguire and Gina Marie Maguire, Husband and Wife

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

ALL OF LOT 5 AND PTN LOT 6, BLK 2, MERCER TERRACE, VOL. 72, P. 86, KING
COUNTY

Additional legal is on page 5 of document

Assessor's Property Tax Parcel/Account Number: 545360024008

19D20C83-9E56-4A83-AA95-B4D2B170743C -- 20200615 22:46:20 -8:00 -- Remote Notary



MEMORANDUM OF CONTRACT OF SALE

THIS MEMORANDUM OF CONTRACT OF SALE ("Memorandum") is made as of May 29, 2020, between Annette P. Steiner ("Seller"), and Robert John Maguire and Gina Marie Maguire, husband and wife ("Buyer"), who agree as follows:

RECITALS

A. Seller is the owner of certain real property located in the City of Mercer Island, King County, Washington, which is legally described in Exhibit A ("Property").

B. Seller and Buyer have entered into that certain Vacant Land Purchase and Sale Agreement (as amended, the "Agreement") concerning the sale by Seller to Buyer of approximately 1,773 square feet of real property which is part of the Property, legally described and depicted on Exhibit B attached hereto (the "Lot"). The Agreement is incorporated in this Memorandum by this reference.

AGREEMENT

1. Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Lot, upon and subject to the provisions and conditions set forth in the Agreement, as the same may be amended from time to time.

2. This Memorandum is being recorded to provide notice to any and all subsequent interests in the Property of the rights and obligations of the parties to the Agreement and is not intended to modify or change the provisions of the Agreement. To the extent of any inconsistency between the Agreement and this Memorandum, the Agreement shall control.

3. This Memorandum shall inure to the benefit of and shall be binding upon Buyer and Seller and their respective successors and assigns.

4. This Memorandum may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same instrument as of all parties to this Memorandum had signed the same signature part.

5. This Memorandum shall be governed by and construed in accordance with the laws of the State of Washington, without giving any effect to choice of law rules thereof.

[Signatures follow]

19D20C83-9E56-4A83-AA95-B4D2B170743C --- 2020/06/15 22:16:20 -8:00 --- Fiemens Notary



Executed this 29 day of May, 2020.

SELLER:

Annette P. Steiner
Annette P. Steiner

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Annette P. Steiner to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: 5/29/2020
J. Munkhbaatar

Printed Name of Notary: Julie Munkhbaatar
Notary Public in and for the State of Washington
My commission expires on 06/21/2022



19D20C83-9E56-4A83-AA95-B4D2B170743C ... 20200630002491.003 ... Remote Notary



Exhibit A

Legal Description of the Steiner Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

LOT 5 AND INCLUDING THAT PORTION OF LOT 6 IN BLOCK 2 OF MERCER TERRACE, ACCORDING TO PLAT RECORDED IN VOLUME 72 OF PLATS, PAGE 86, RECORDS OF KING COUNTY, WASHINGTON. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6;

THENCE N 38 DEG 42 MIN 04 SEC W ALONG THE NORTH LINE THEREOF 2.55 FEET;

THENCE S 15 DEG 29 MIN 16 SEC E 94.30 FEET TO THE SOUTH-EASTERLY LINE OF SAID LOT;

THENCE EASTERLY ALONG THE SOUTHEASTERLY LINE THEREOF ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 40 FEET, THE RADIAL CENTER OF WHICH BEARS S 3 DEG 33 MIN 36 SEC E THEREFROM THROUGH A CENTRAL ANGLE OF 0 DEG 40 MIN 31 SEC AND AN ARC DISTANCE OF 0.48 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 6;

THENCE N 14 DEG 16 MIN 32 SEC W ALONG SAID LINE 93.68 FEET TO THE POINT OF BEGINNING.

545360024008

7333 Mercer Terrace Drive
Mercer Island, Washington 98040

Exhibit A

19D20C83-9E56-4A83-AA96-B4D2B170743C --- 20200615 22:45:20 -8:00 --- Remote Notary



Exhibit B

Conveyance Lot

THAT PORTION OF LOT 5 OF MERCER TERRACE, AS PER PLAT RECORDED IN VOLUME 72 OF PLATS, ON PAGE 86, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5;
THENCE NORTH 88°42'04" WEST 60.33 FEET, ALONG THE NORTH LINE OF SAID LOT 5;
THENCE SOUTH 10°33'02" EAST 12.49 FEET;
THENCE SOUTH 22°43'22" EAST 57.75 FEET, TO THE EASTERLY LINE OF SAID LOT 5;
THENCE NORTH 50°54'37" EAST 5.77 FEET, TO AN ANGLE POINT IN SAID EASTERLY LINE;
THENCE NORTH 27°17'55" EAST 68.12 FEET, TO THE POINT OF BEGINNING.
(CONTAINING 2,115 SQUARE FEET, MORE OR LESS)

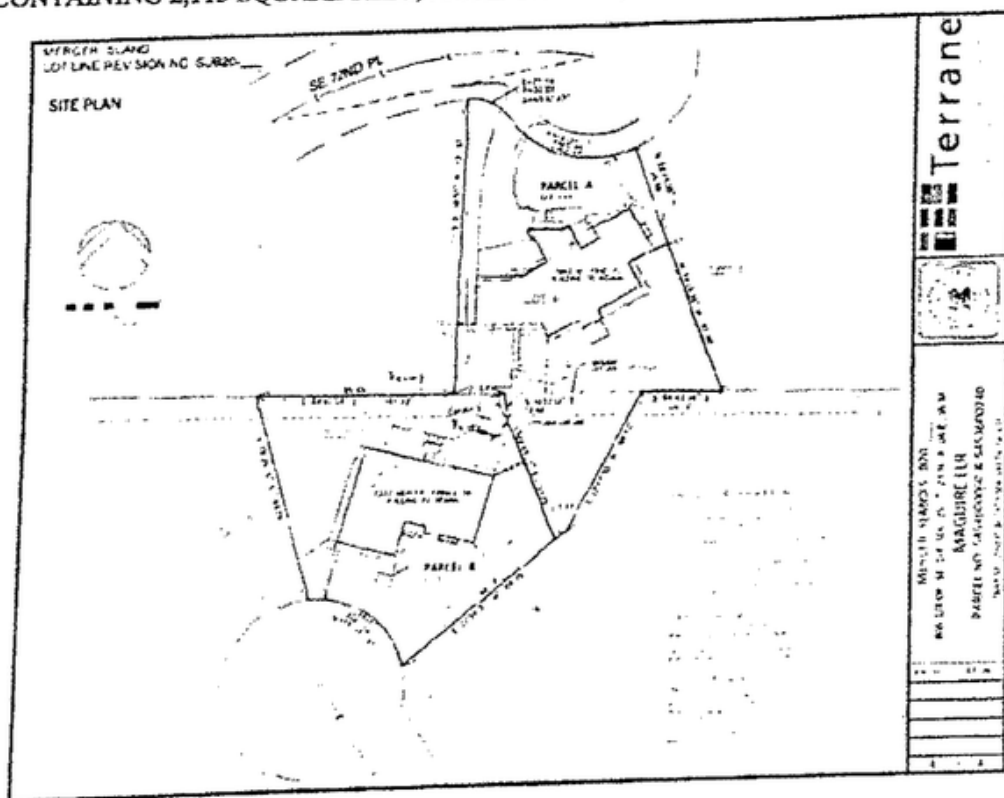


Exhibit B

19D20C83-9E66-4A83-AA96-B4D2B170743C --- 20200630 --- Remote Notary

BUYER:

Robert John Maguire
Robert John Maguire

Gina Marie Maguire
Gina Marie Maguire

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss. KAP

On this day personally appeared before me Robert John Maguire to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

06/16/2020

Dated: Kristi Ann Pond

KRISTI ANN POND
NOTARY PUBLIC STATE OF WASHINGTON
Commission # 103642
My Commission Expires Sep 09, 2020

Printed Name of Notary: Kristi Ann Pond
Notary Public in and for the State of Washington
My commission expires on 09-09-2020.

Reside in Pierce county.

STATE OF WASHINGTON)
COUNTY OF KING) ss. KAP
PIERCE)

On this day personally appeared before me Gina Marie Maguire to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

06/16/2020

Dated: Kristi Ann Pond

KRISTI ANN POND
NOTARY PUBLIC STATE OF WASHINGTON
Commission # 103642
My Commission Expires Sep 09, 2020

Printed Name of Notary: Kristi Ann Pond
Notary Public in and for the State of Washington
My commission expires on 09-09-2020.

2 Reside in Pierce county.

This notarial act involved the use of communication technology.

15227083-9E55-4A83-AA95-B4D2B170743C -- 2020/06/15 22:48:20 -8:00 --- Remote Notary

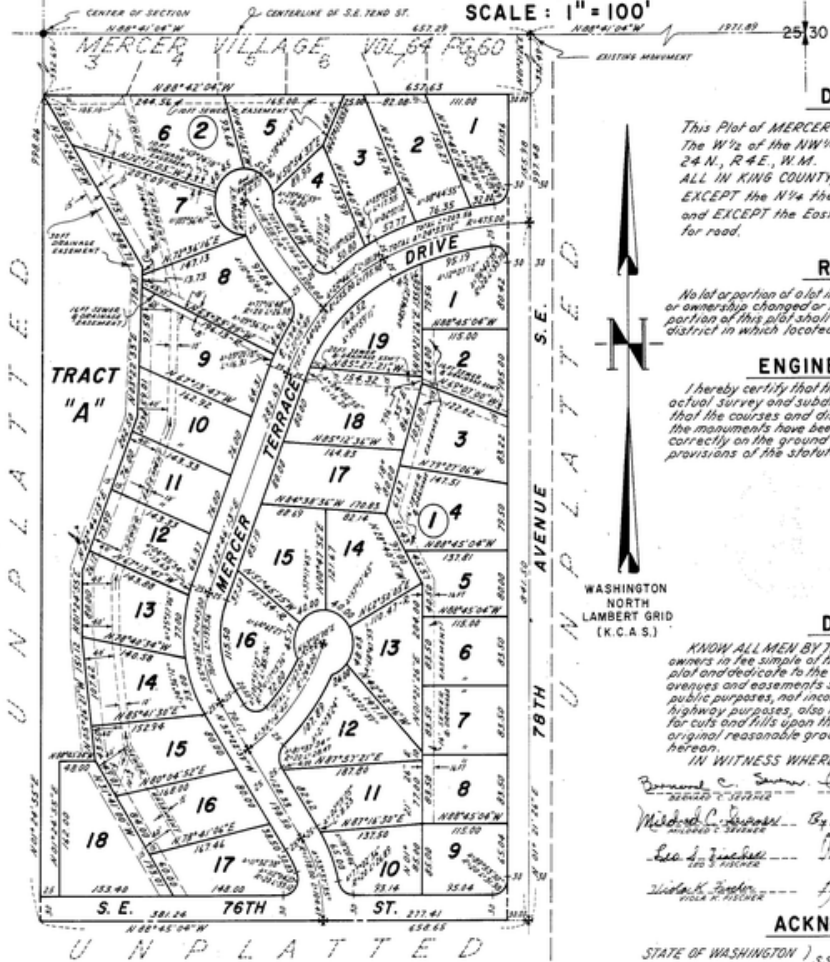


MERCER TERRACE

SECTION 25, TWP. 24 N, R 4 E, W. M.

CITY OF MERCER ISLAND

KING COUNTY, WASHINGTON



DESCRIPTION

This Plot of MERCER TERRACE embraces the following:
 The $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Twp. 24 N., R. 4 E., W. M.
 ALL IN KING COUNTY, WASHINGTON
 EXCEPT the N $\frac{1}{4}$ thereof,
 and EXCEPT the East 30ft thereof deeded to King County for road.

RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

ENGINEER'S CERTIFICATE

I hereby certify that this plat of MERCER TERRACE is based upon an actual survey and subdivision of Section 25, Twp. 24 N., R. 4 E., W. M. that the courses and distances are shown correctly thereon, that the monuments have been set and the lot and block corners stated correctly on the ground and that I have fully complied with the provisions of the statutes and platting regulations.

Horstad Associates, Inc.
 Consulting Engineers
 A. S. Horstad
 Professional Engineer & Land Surveyor
 Certificate No. 6081

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever, all streets and avenues and easements shown thereon and the use thereof for all public purposes, not inconsistent with the use thereof for public highway purposes, also the right to make all the necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original reasonable grading of the streets and avenues shown thereon.

IN WITNESS WHEREOF we have hereunto set our hands and seals

Edward C. Smith Carlstrom
Michael C. ...
Leo S. Fischer
Viola K. Fischer
William E. Buchan
Karen A. Buchan

ACKNOWLEDGMENTS

STATE OF WASHINGTON) S.S.
 COUNTY OF KING

THIS IS TO CERTIFY that on this 15th day of January, A.D. 1963 before me, the undersigned, a NOTARY PUBLIC, personally appeared LEO S. FISCHER and VIOLA K. FISCHER, his wife and WILLIAM E. BUCHAN and KAREN A. BUCHAN, his wife

to me, known to be the individuals who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned

WITNESS my hand and official seal the day and year first above written

Leo W. Eastholm
 NOTARY PUBLIC, King County, State of Washington
 My Commission expires on June 27, 1966

STATE OF WASHINGTON) S.S.
 COUNTY OF KING

THIS IS TO CERTIFY that on this 15th day of January, A.D. 1963 before me, the undersigned, a NOTARY PUBLIC, personally appeared LEO S. FISCHER and VIOLA K. FISCHER, his wife and WILLIAM E. BUCHAN and KAREN A. BUCHAN, his wife

to me, known to be the individuals who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned

WITNESS my hand and official seal the day and year first above written.

Leo W. Eastholm
 NOTARY PUBLIC, King County, State of Washington
 My Commission expires on June 27, 1966

APPROVALS

Examined and approved this 16th day of March, A.D. 1963

Samuel A. ...
 City Engineer

I hereby certify that this plat complies with the conditions set forth by the City of Mercer Island Planning Commission and is duly approved this 16th day of March, A.D. 1963

James McMillan
 Chairman

Approved by the Mercer Island City Council this 11th day of March, A.D. 1963

John ...
 Mayor, City of Mercer Island

Allen W. Lucas
 Clerk, City of Mercer Island

COUNTY TREASURER'S CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments on any property herein contained dedicated as streets, alleys, or for other public use are paid in full. This 16th day of March, A.D. 1963

A. A. Tremper
 King County Treasurer

By ...
 Deputy County Treasurer

5556062

RECORDING CERTIFICATE

Filed for record of the request of the City of Mercer Island Planning Commission the 16th day of March, A.D. 1963 of 35 minutes past 2:00 P.M. and recorded in Volume 16 of Plats, Page 66, Records of King County, Washington.

Robert A. Morris
 County Auditor

Allen W. Lucas
 Deputy County Auditor

CITY TREASURER'S CERTIFICATE

I hereby certify that there are no delinquent special assessments and that all special assessments on any of the property herein dedicated as streets, alleys or for other public use are paid in full. This 16th day of March, A.D. 1963

Allen W. Lucas
 City Clerk Treasurer

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

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[Area Report](#)
[Print Property Detail](#)


PARCEL DATA

Parcel	545400-0060
Name	MAGUIRE ROBERT JOHN+GINA MA
Site Address	7643 SE 72ND PL 98040
Residential Area	034-007 (SE Appraisal District)
Property Name	

Jurisdiction	MERCER ISLAND
Levy Code	1031
Property Type	R
Plat Block / Building Number	
Plat Lot / Unit Number	6
Quarter-Section-Township-Range	<u>SE-25-24-4</u>

Legal Description

MERCER VILLAGE ADD LOT 6 - LESS THAT POR OF SD LOT 6 DAF - BEG AT MOST WLY COR OF LOT 7 SD PLAT TH S 18-19-08 E 35.88 FT TH S 19-29-36 E 81.07 FT TO SOUTH LN OF SD LOTS TH S 88-42-04 E ALG SD SOUTH LN 11.98 FT TO SW COR OF SD LOT 7 TH N 24-25-45 W 121.64 FT TO THE POB - AKA PARCEL "A" OF CITY OF MERCER ISLAND LOT LINE REVISION FILE NO MI 95-0555 REC NO 9507259002
PLat Block:
Plat Lot: 6

LAND DATA

Highest & Best Use As If Vacant	SINGLE FAMILY
Highest & Best Use As Improved	PRESENT USE
Present Use	Single Family(Res Use/Zone)
Land SqFt	10,763
Acres	0.25

Percentage Unusable	
Unbuildable	NO
Restrictive Size Shape	NO
Zoning	R-9.6
Water	WATER DISTRICT
Sewer/Septic	PUBLIC
Road Access	PUBLIC
Parking	ADEQUATE
Street Surface	PAVED

Views

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

Waterfront

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

Designations

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

Nuisances

Topography	
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems

Water Problems	NO
Transportation Concurrency	NO
Other Problems	NO

Environmental

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

BUILDING

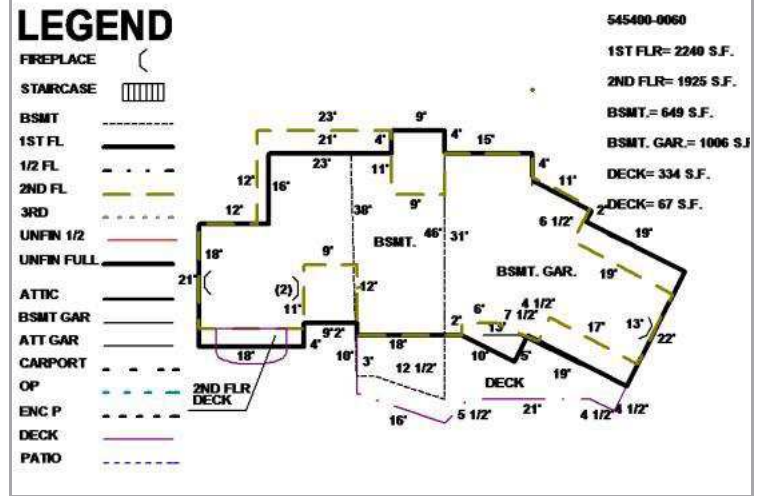
Building Number	1
Year Built	1996
Year Renovated	0
Stories	2
Living Units	1
Grade	11 Excellent

Picture of Building 1

Grade Variant	0
Condition	Good
Basement Grade	10 Very Good
1st Floor	2,240
1/2 Floor	0
2nd Floor	1,920
Upper Floor	0
Finished Basement	650
Total Finished Area	4,810
Total Basement	1,660
Basement Garage	1,010
Unfinished 1/2	0
Unfinished Full	0
AGLA	4,160
Attached Garage	0
Bedrooms	5
Full Baths	3
3/4 Baths	1
1/2 Baths	1
Heat Source	Gas
Heat System	Heat Pump
Deck Area SqFt	400
Open Porch SqFt	0
Enclosed Porch SqFt	0
Brick/Stone	0
Fireplace Single Story	0
Fireplace Multi Story	3
Fireplace Free Standing	0
Fireplace Additional	0
AddnlCost	0
Obsolescence	0
Net Condition	0
Percentage Complete	0
Daylight Basement	YES
View Utilization	



Floor plan of Building 1



TAX ROLL HISTORY

Account	Valued Year	Tax Year	Omit Year	Levy Code	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total Value (\$)	New Dollars (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total Value (\$)	Tax Value Reason
545400006007	2019	2020		1031	1,104,000	1,423,000	2,527,000	0	1,104,000	1,423,000	2,527,000	
545400006007	2018	2019		1031	1,083,000	1,391,000	2,474,000	0	1,083,000	1,391,000	2,474,000	
545400006007	2017	2018		1031	980,000	1,252,000	2,232,000	0	980,000	1,252,000	2,232,000	
545400006007	2016	2017		1031	896,000	1,113,000	2,009,000	0	896,000	1,113,000	2,009,000	
545400006007	2015	2016		1031	811,000	1,009,000	1,820,000	15,000	811,000	1,009,000	1,820,000	
545400006007	2014	2015		1031	750,000	911,000	1,661,000	0	750,000	911,000	1,661,000	
545400006007	2013	2014		1031	633,000	613,000	1,246,000	0	633,000	613,000	1,246,000	
545400006007	2012	2013		1031	584,000	565,000	1,149,000	0	584,000	565,000	1,149,000	
545400006007	2011	2012		1031	615,000	520,000	1,135,000	0	615,000	520,000	1,135,000	
545400006007	2010	2011		1031	645,000	544,000	1,189,000	0	645,000	544,000	1,189,000	
545400006007	2009	2010		1031	645,000	544,000	1,189,000	0	645,000	544,000	1,189,000	
545400006007	2008	2009		1031	800,000	673,000	1,473,000	0	800,000	673,000	1,473,000	
545400006007	2007	2008		1031	636,000	896,000	1,532,000	0	636,000	896,000	1,532,000	
545400006007	2006	2007		1031	568,000	864,000	1,432,000	0	568,000	864,000	1,432,000	
545400006007	2005	2006		1031	517,000	913,000	1,430,000	0	517,000	913,000	1,430,000	
545400006007	2004	2005		1031	475,000	827,000	1,302,000	0	475,000	827,000	1,302,000	
545400006007	2003	2004		1031	475,000	827,000	1,302,000	0	475,000	827,000	1,302,000	
545400006007	2002	2003		1031	475,000	827,000	1,302,000	0	475,000	827,000	1,302,000	
545400006007	2001	2002		1031	376,000	769,000	1,145,000	0	376,000	769,000	1,145,000	
545400006007	2000	2001		1031	327,000	663,000	990,000	0	327,000	663,000	990,000	
545400006007	1999	2000		1031	262,000	592,000	854,000	0	262,000	592,000	854,000	
545400006007	1998	1999		1031	250,000	565,000	815,000	367,000	250,000	565,000	815,000	
545400006007	1997	1998		1031	0	0	0	0	190,000	198,000	388,000	
545400006007	1996	1997		1031	0	0	0	0	170,000	0	170,000	
545400006007	1995	1996		1031	0	0	0	0	160,700	0	160,700	

545400006007	1994	1995		1031	0	0	0	0	160,700	0	160,700	
545400006007	1992	1993		1031	0	0	0	0	85,600	0	85,600	
545400006007	1990	1991		1031	0	0	0	0	92,000	0	92,000	
545400006007	1988	1989		1031	0	0	0	0	56,700	0	56,700	
545400006007	1986	1987		1031	0	0	0	0	63,000	0	63,000	
545400006007	1984	1985		1031	0	0	0	0	38,700	0	38,700	
545400006007	1982	1983		1031	0	0	0	0	38,700	0	38,700	

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
<u>2633808</u>	<u>20131002001899</u>	9/25/2013	\$1,812,500.00	CRISSMAN ROBERT F+MEGAN H	MAGUIRE ROBERT JOHN+GINA MARIE	Statutory Warranty Deed	None
<u>2217788</u>	<u>20060628001181</u>	6/16/2006	\$1,700,000.00	BARLOW H R B+G M	CRISSMAN ROBERT F+MEGAN H	Statutory Warranty Deed	Trust
<u>1577506</u>	<u>199711121823</u>	11/9/1997	\$925,000.00	ASPEN DEVELOPMENT CORP	BARLOW H R B+G M	Statutory Warranty Deed	None
<u>1469815</u>	<u>199602150882</u>	2/7/1996	\$200,000.00	CANTRELL ELIZABETH S	ASPEN DEVELOPMENT CORP	Statutory Warranty Deed	None

REVIEW HISTORY

Tax Year	Review Number	Review Type	Appealed Value	Hearing Date	Settlement Value	Decision	Status
1995	9407147	Local Appeal	\$185,000	1/1/1900	\$170,000	REVISE	Completed

PERMIT HISTORY

Permit Number	Permit Description	Type	Issue Date	Permit Value	Issuing Jurisdiction	Reviewed Date
<u>1709-175</u>	REPLACE WATER DAMAGED DECK,	Other	3/1/2018	\$12,000	MERCER ISLAND	8/7/2019
<u>1407-165</u>	RELOCATE HEAT PUMP,		7/21/2014	\$0	MERCER ISLAND	
<u>0607-193</u>	Kitchen remodel; minor alts. in other areas	Remodel	9/1/2006	\$20,755	MERCER ISLAND	8/27/2007
961363		Building, New	11/22/1996	\$396,379		

HOME IMPROVEMENT EXEMPTION

New Search	Property Tax Bill	Map This Property	Glossary of Terms	Area Report	Print Property Detail	
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Property Tax

Results - 1

Tax payer name: MAGUIRE ROBERT JOHN+GINA MA**419999**

Tax account number: 545400006007

Parcel number: 5454000060**Tax account status:** This account is active.**Mailing address on file:**7643 SE 72ND PL
MERCER ISLAND WA 98040**Billing Details**

NO TAXES ARE DUE AT THIS TIME.

Tax Year Details

Tax year details

Tax Information	2020	2019	2018	2017
Levy code	1031	1031	1031	1031
Status	Taxable	Taxable	Taxable	Taxable
Omit year	0000	0000	0000	0000
Land value	\$1,104,000	\$1,083,000	\$980,000	\$896,000
Improvement value	\$1,423,000	\$1,391,000	\$1,252,000	\$1,113,000
Charges				

Tax Information	2020	2019	2018	2017
Tax	\$19,946.67	\$18,578.40	\$19,353.36	\$16,340.48
Noxious Weed	\$5.41	\$5.41	\$3.22	\$3.22
Conservation	\$11.63	\$9.45	\$9.45	\$9.45
Total billed	\$19,963.71	\$18,593.26	\$19,366.03	\$16,353.15
Amount paid	\$19,963.71	\$18,593.26	\$19,366.03	\$16,353.15
<i>Interest</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Penalty</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
Balance	\$0.00	\$0.00	\$0.00	\$0.00

Receipts

Date	Receipt	Amount	Penalty/Interest Paid
03/05/2020	079334	\$9,981.86	\$0.00
03/05/2020	079335	\$9,981.85	\$0.00
03/07/2019	218286	\$9,296.63	\$0.00
03/07/2019	218287	\$9,296.63	\$0.00
04/23/2018	069954	\$9,683.02	\$0.00
04/23/2018	069955	\$9,683.01	\$0.00

2020 Tax / Fee Distribution

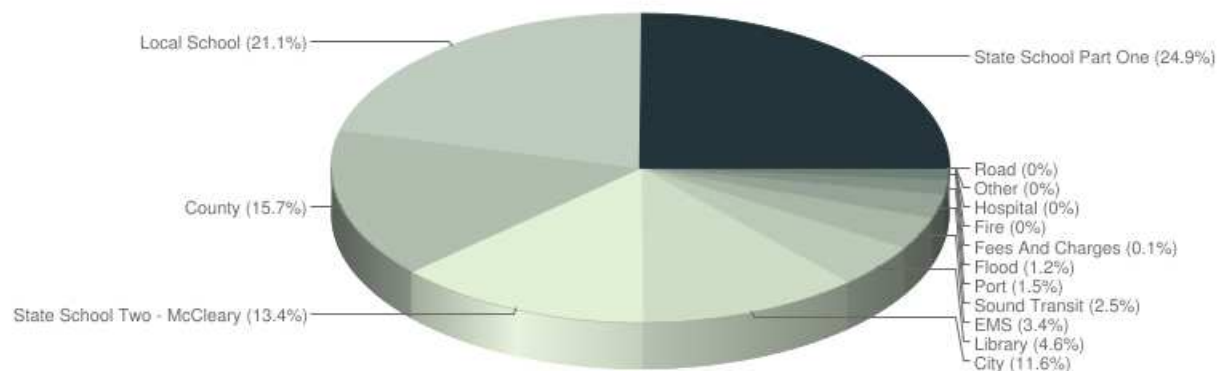
Distribution information	Dollars	Percent *
State School Part One	\$4,974.07	24.9%
State School Two - McCleary	\$2,677.66	13.4%
Local School	\$4,221.53	21.1%
County	\$3,132.29	15.7%
City	\$2,322.65	11.6%
Road	\$0.00	0.0%

Distribution information	Dollars	Percent *
Port	\$301.82	1.5%
Sound Transit	\$503.81	2.5%
Fire	\$0.00	0.0%
Hospital	\$0.00	0.0%
Flood	\$232.46	1.2%
Library	\$910.73	4.6%
EMS	\$669.65	3.4%
Other	\$0.00	0.0%
Fees And Charges	\$17.04	0.1%

*** Percents are rounded**

2020 Tax / Fee Distribution Chart

Current Year Property Tax Distribution



Tax statement

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

[Request Tax Statement](#)

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



King County Treasury Operations

King County Administration Building
500 Fourth Ave., Suite 600
Seattle, WA 98104

Hours: Monday-Friday, 8:30 am-4:30 pm PST



Property Tax Information and Customer Service

206-263-2890 PropertyTax.CustomerService@kingcounty.gov

Mobile Homes/Commercial Personal Property

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

Tax Foreclosures

206-263-2649 TaxForeclosures@kingcounty.gov

Maintenance Assessment Management Systems

Local Improvement Districts

206-263-1893 mams.lid@kingcounty.gov



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PARCEL DATA

Parcel	545360-0240	Jurisdiction	MERCER ISLAND
Name	STEINER ANNIE	Levy Code	1031
Site Address	7333 MERCER TERRACE DR 98040	Property Type	R
Residential Area	034-007 (SE Appraisal District)	Plat Block / Building Number	2
Property Name		Plat Lot / Unit Number	5-6
		Quarter-Section-Township- Range	<u>SE-25-24-4</u>

Legal Description

MERCER TERRACE ADD 5 & THAT POR 6 LY ELY FOLG DESC LN BEG AT NE COR TH N 88-42-04 W 2.55 FT TH S 15-29-16 E 94.30 FT TAP .48 FT WLY OF MOST ELY COR OF 6
PLat Block: 2
Plat Lot: 5-6

LAND DATA

Highest & Best Use As If Vacant	SINGLE FAMILY
Highest & Best Use As Improved	PRESENT USE
Present Use	Single Family(Res Use/Zone)
Land SqFt	12,165
Acres	0.28

Percentage Unusable	
Unbuildable	NO
Restrictive Size Shape	NO
Zoning	R-9.6
Water	WATER DISTRICT
Sewer/Septic	PUBLIC
Road Access	PUBLIC
Parking	ADEQUATE
Street Surface	PAVED

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Views

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

Waterfront

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

Designations

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

Nuisances

Topography	
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems

Water Problems	NO
Transportation Concurrency	NO
Other Problems	NO

Environmental

Environmental	NO
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BUILDING

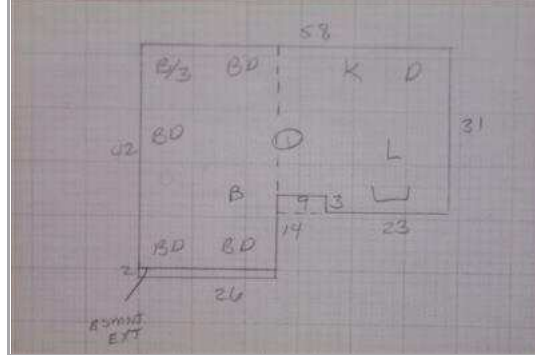
Building Number	1
Year Built	1963
Year Renovated	0
Stories	1
Living Units	1
Grade	9 Better
Grade Variant	0
Condition	Average

Picture of Building 1

Basement Grade	8 Good
1st Floor	2,080
1/2 Floor	0
2nd Floor	0
Upper Floor	0
Finished Basement	420
Total Finished Area	2,500
Total Basement	1,200
Basement Garage	730
Unfinished 1/2	0
Unfinished Full	0
AGLA	2,080
Attached Garage	0
Bedrooms	4
Full Baths	1
3/4 Baths	1
1/2 Baths	1
Heat Source	Gas
Heat System	Forced Air
Deck Area SqFt	0
Open Porch SqFt	0
Enclosed Porch SqFt	0
Brick/Stone	15
Fireplace Single Story	1
Fireplace Multi Story	1
Fireplace Free Standing	0
Fireplace Additional	0
AddnlCost	0
Obsolescence	0
Net Condition	0
Percentage Complete	0
Daylight Basement	YES
View Utilization	



Floor plan of Building 1



TAX ROLL HISTORY

Account	Valued Year	Tax Year	Omit Year	Levy Code	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total Value (\$)	New Dollars (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total Value (\$)	Tax Value Reason
545360024008	2019	2020		1031	920,000	293,000	1,213,000	0	902,000	286,000	1,188,000	FS
545360024008	2018	2019		1031	902,000	286,000	1,188,000	0	902,000	286,000	1,188,000	
545360024008	2017	2018		1031	816,000	256,000	1,072,000	0	816,000	256,000	1,072,000	
545360024008	2016	2017		1031	746,000	219,000	965,000	0	746,000	219,000	965,000	
545360024008	2015	2016		1031	676,000	198,000	874,000	0	676,000	198,000	874,000	
545360024008	2014	2015		1031	625,000	180,000	805,000	0	625,000	180,000	805,000	
545360024008	2013	2014		1031	554,000	187,000	741,000	0	554,000	187,000	741,000	
545360024008	2012	2013		1031	511,000	173,000	684,000	0	511,000	173,000	684,000	
545360024008	2011	2012		1031	538,000	138,000	676,000	0	538,000	138,000	676,000	
545360024008	2010	2011		1031	564,000	144,000	708,000	0	564,000	144,000	708,000	
545360024008	2009	2010		1031	564,000	144,000	708,000	0	564,000	144,000	708,000	
545360024008	2008	2009		1031	700,000	178,000	878,000	0	700,000	178,000	878,000	
545360024008	2007	2008		1031	501,000	249,000	750,000	0	501,000	249,000	750,000	
545360024008	2006	2007		1031	448,000	198,000	646,000	0	448,000	198,000	646,000	
545360024008	2005	2006		1031	408,000	191,000	599,000	0	408,000	191,000	599,000	
545360024008	2004	2005		1031	375,000	171,000	546,000	0	375,000	171,000	546,000	
545360024008	2003	2004		1031	375,000	171,000	546,000	0	375,000	171,000	546,000	
545360024008	2002	2003		1031	375,000	171,000	546,000	0	375,000	171,000	546,000	
545360024008	2001	2002		1031	339,000	202,000	541,000	0	339,000	202,000	541,000	
545360024008	2000	2001		1031	295,000	203,000	498,000	0	295,000	203,000	498,000	
545360024008	1999	2000		1031	236,000	194,000	430,000	0	236,000	194,000	430,000	
545360024008	1998	1999		1031	225,000	170,000	395,000	0	225,000	170,000	395,000	
545360024008	1997	1998		1031	0	0	0	0	149,000	151,000	300,000	
545360024008	1996	1997		1031	0	0	0	0	145,000	122,400	267,400	
545360024008	1994	1995		1031	0	0	0	0	145,000	122,400	267,400	
545360024008	1992	1993		1031	0	0	0	0	94,100	165,800	259,900	

545360024008	1990	1991	1031	0	0	0	0	101,200	178,300	279,500	
545360024008	1988	1989	1031	0	0	0	0	56,700	91,100	147,800	
545360024008	1986	1987	1031	0	0	0	0	63,000	74,700	137,700	
545360024008	1984	1985	1031	0	0	0	0	38,700	97,900	136,600	
545360024008	1982	1983	1031	0	0	0	0	38,700	97,900	136,600	

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
2515161	20111024000473	10/11/2011	\$0.00	STEINER SAMUEL J	STEINER ANNETTE P	Statutory Warranty Deed	Estate Settlement

REVIEW HISTORY

PERMIT HISTORY

HOME IMPROVEMENT EXEMPTION

New Search	Property Tax Bill	Map This Property	Glossary of Terms	Area Report	Print Property Detail	
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[ADVERTISEMENT](#)



Property Tax

Results - 1

Tax payer name: STEINER ANNIE**2N0636**

Tax account number: 545360024008

Parcel number: 5453600240**Tax account status:** This account is active.**Mailing address on file:**7333 MERCER TERRACE DR
MERCER ISLAND WA 98040**Billing Details**

NO TAXES ARE DUE AT THIS TIME.

Tax Year Details

Tax year details

Tax Information	2020	2019	2018	2017
Levy code	1031	1031	1031	1031
Status	Taxable	Taxable	Taxable	Taxable
Omit year	0000	0000	0000	0000
Land value	\$902,000	\$902,000	\$816,000	\$746,000
Improvement value	\$286,000	\$286,000	\$256,000	\$219,000
Charges				

Tax Information	2020	2019	2018	2017
Tax	\$2,294.51	\$2,339.26	\$9,295.16	\$7,848.96
Noxious Weed	\$5.42	\$5.42	\$3.23	\$3.23
Conservation	\$11.63	\$9.45	\$9.45	\$9.45
Total billed	\$2,311.56	\$2,354.13	\$9,307.84	\$7,861.64
Amount paid	\$2,311.56	\$2,354.13	\$9,307.84	\$7,861.64
<i>Interest</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Penalty</i>	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00	\$0.00

Receipts

Date	Receipt	Amount	Penalty/Interest Paid
06/09/2020	999999	-\$48.29	\$0.00
06/05/2020	253444	\$1,179.92	\$0.00
06/05/2020	253445	\$1,179.93	\$0.00
11/25/2019	999999	-\$6,581.98	\$0.00
11/01/2019	205734	\$4,468.05	\$0.00
05/01/2019	040004	\$4,468.06	\$0.00

2020 Tax / Fee Distribution

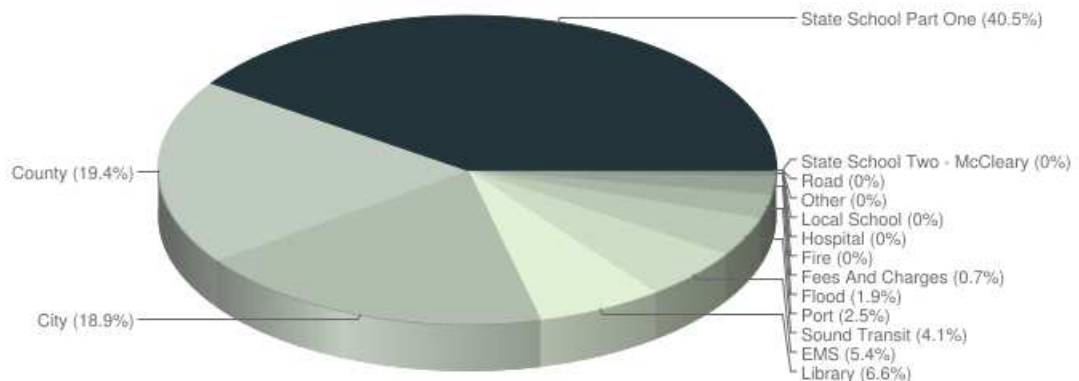
Distribution information	Dollars	Percent *
State School Part One	\$935.37	40.5%
State School Two - McCleary	\$0.00	0.0%
Local School	\$0.00	0.0%
County	\$447.60	19.4%
City	\$436.77	18.9%
Road	\$0.00	0.0%

Distribution information	Dollars	Percent *
Port	\$56.75	2.5%
Sound Transit	\$94.74	4.1%
Fire	\$0.00	0.0%
Hospital	\$0.00	0.0%
Flood	\$43.71	1.9%
Library	\$153.64	6.6%
EMS	\$125.93	5.4%
Other	\$0.00	0.0%
Fees And Charges	\$17.05	0.7%

*** Percents are rounded**

2020 Tax / Fee Distribution Chart

Current Year Property Tax Distribution



Tax statement

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

[Request Tax Statement](#)

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



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

Mobile Homes/Commercial Personal Property
206-263-2844 Treasury.PersonalProperty@kingcounty.gov

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

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



TTY Relay 711

FIDELITY NATIONAL TITLE

*Loan 062881
15/88*

When Recorded Mail to:
Citibank, N.A.
P.O. Box 790021
Saint Louis, MO 63179



20131002001900

FIDELITY NATION DT 87.00
PAGE-001 OF 015
10/02/2013 14:00
KING COUNTY, WA

DEED OF TRUST

Reference # (if applicable): 001121229556

Additional on page _____

Grantor(s):

Robert John Maguire and Gina Marie Maguire, a married couple

Additional on page _____

Grantee(s)/Assignee/Beneficiary:

Citibank, N.A.

Additional on page _____

Additional on page _____

Legal Description:

See Attached Legal Description

Lot 6, Mercer Village

Assessor's Tax Parcel ID#: *54 5400 0060 07*

Loan No: 001121229556

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 September 26, 2013, together with all Riders to this document.

(B) "Borrower" is Robert John Maguire and Gina Marie Maguire, a married couple. Borrower is the trustor under this Security Instrument.

Gmm

(C) "Lender" is Citibank, N.A.. Lender is a Corporation organized and existing under the laws of the United States. Lender's address is 1 Court Square, Floor 20, Long Island City, NY 11120. Lender is the beneficiary under this Security Instrument.

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

(E) "Note" means the promissory note signed by Borrower and dated September 26, 2013. The Note states that Borrower owes Lender One Million Four Hundred Fifty Thousand Dollars (U.S. \$1,450,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2043.

(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:

- | | | |
|--|---|--|
| <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 type="checkbox"/> Other(s): |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

See Attached Legal Description

which currently has the address of 7643 SE 72nd Place, Mercer Island, WA 98040 ("Property Address"):

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

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

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

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 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,

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on

which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise,

Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease.



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

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

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

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

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

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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has

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

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

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

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

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

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

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

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

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument

only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

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

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

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

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to,

those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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Trustee shall deliver to 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) 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.

Witnesses:

 (Seal)
Robert John Maguire -Borrower

 (Seal)
Gina Marie Maguire -Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF King)

On this day before me, the undersigned Notary Public, personally appeared Robert John Maguire AND Gina Marie Maguire, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) described in and who executed the Deed of Trust, and acknowledged that he/she they signed the Deed of Trust as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26TH day of September, 2013 .

By [Signature]

Residing at Sammamish, WA

Notary Public in and for the State of WA

My commission expires 10/27/15



[Signature]

EXHIBIT "A"

Order No.: 611062881

For APN/Parcel ID(s): 545400 0060 07 and levy code 1031

LOT 6 OF MERCER VILLAGE, AS PER PLAT RECORDED IN VOLUME 64 OF PLATS, ON PAGE 60, RECORDS OF KING COUNTY;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 7 IN SAID PLAT;
THENCE SOUTH 18°19'08" EAST 35.88 FEET;
THENCE SOUTH 19°29'36" EAST 81.07 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6;
THENCE SOUTH 88°42'04" EAST 11.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7;
THENCE NORTH 24°25'45" WEST 121.64 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTION;

(ALSO BEING KNOWN AS PARCEL A OF CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NO. MI95-0555, ACCORDING TO THE SURVEY RECORDED UNDER RECORDING NO. 9507259002, RECORDS OF KING COUNTY).

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

Read and approved.

RSU

Read and approved.

Jmm

Electronically Recorded

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Page 001 of 014
01/16/2015 04:30
King County, WA

86.00

After Recording Return To:
BANK OF AMERICA, N.A.
ReconTrust, Co. N.A., FL9-700-04-21
9000 Southside Blvd., Bldg. 700
Jacksonville, Florida 32256

This Instrument Was Prepared By:
BANK OF AMERICA, N.A.
ReconTrust, Co. N.A., FL9-700-04-21
9000 Southside Blvd., Bldg. 700
Jacksonville, Florida 32256

1651506-04 [Space Above This Line For Recording Data]

DEED OF TRUST

Grantor(s) (Last name first, then first name and initials):

1. STEINER, ANNIE
- 2.
- 3.
- 4.
- 5.
- 6.

Additional names on page of document.

Grantee(s) (Last name first, then first name and initials):

1. Bank of America, NA
2. RECONTRUST COMPANY, N.A.
- 3.
- 4.
- 5.
- 6.

Additional names on page of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):

MERCER TERRACE, ADD 5, SE 25-24-4. KING COUNTY, WA.

Full legal description on page 3 of document.

Assessor's Property Tax Parcel(s) or Account Number(s): 545360-0240

Reference Number(s) Assigned or Released:

Additional references on page of document.

ANNIE STEINER/995142941334350

WASHINGTON HOME EQUITY LINE OF CREDIT DEED OF TRUST
WAHESI.BOA 07/08/13 Page 1 of 13

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DEFINITIONS

(A) "Security Instrument" means this document, which is dated JANUARY 6, 2015 together with all Riders to this document.

(B) "Borrower" is ANNIE STEINER

the party or parties who have signed this Security Instrument.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Bank of America, NA

Lender is a NATIONAL BANKING ASSOCIATION organized and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 100 North Tryon Street, Charlotte, North Carolina 28255

Lender is the beneficiary under this Security Instrument.

(D) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrower.

(E) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.

(F) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$245,000.00. Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(G) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.

(H) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on JANUARY 6, 2040

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

(J) "Secured Debt" means:

- (1) All amounts due under your Account, including principal, interest, finance charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.
- (2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument.

(K) "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"/> 1-4 Family | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Escrow Rider |
| <input type="checkbox"/> Second Home | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Mortgage Insurance Rider |
| <input type="checkbox"/> Other(s) | | |

(L) "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.

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(M) "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.

(N) "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.

(O) "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.

(P) "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 Agreement and/or this Security Instrument.

(Q) "Approved Prior Loan" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

(R) "Trustee" is RECONTRUST COMPANY, N.A.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Secured Debt under the Agreement, and all renewals, extensions and modifications of the Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of King :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 SCHEDULE A ATTACHED HERETO AND MADE A PART OF.

which currently has the address of 7333 MERCER TERRACE DR

MERCER ISLAND WASHINGTON 98040 ("Property Address"):
[City] [State] [Zip Code]

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

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

ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security

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Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

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 Secured Debt. Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (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 Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.

3. Funds for Escrow Items. Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.

4. Charges; Liens; Prior Security Interests. 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 a manner provided in Section 3.

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

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Prior Loan, 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 in this Section.

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 the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior 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 Agreement. 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 shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall bear interest at the Agreement rate from, the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment and be subject to the terms of the Agreement and the Security Instrument.

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

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

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

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

8. Borrower's Home Equity Line of Credit Application Process; Default. Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, 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 Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

Lender may, at its option, take lesser actions than those described at the beginning of this Section. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of

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remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

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 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. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. 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 this action, 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.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.

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

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the 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

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than the amount of the this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt 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 Secured Debt 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 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, and 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 this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be otherwise 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 this Security Instrument granted by Lender to Borrower or any Successors 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 Agreement (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 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 Agreement 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 and benefit the successors and assigns of Lender.

14. Agreement/Account 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

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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 Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account 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 Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Agreement). 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 Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement 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 Agreement and of this Security Instrument.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these

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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 or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement 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 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. Change of Servicer; Notice of Grievance. The Agreement or a partial interest in the Agreement (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 "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

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 and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

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

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice as required by Applicable Law prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement (but not prior to acceleration under Section 18 of the Security Instrument unless Applicable Law provides otherwise), 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 any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law. After the time required by Applicable Law, 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 all or any parcel of the Property by public announcement at the time and place of any previously scheduled 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 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.

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.

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**BENEFICIARY REQUESTS NOTICE OF ANY ADVERSE ACTION
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE**

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.

Annie Steiner (Seal)
ANNIE STEINER -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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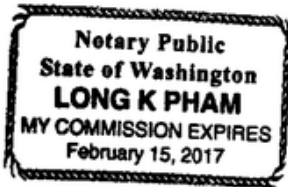
_____[Space Below This Line For Acknowledgment]_____

State of Washington)
County of King)

On this JANUARY 6, 2015 day personally appeared before me ANNIE
STEINER

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

Given under my hand and official seal this 6 day of JANUARY 2015



(Seal)

Notary Public in and for the state of Washington,
residing at: MERCER ISLAND

My commission expires: FEB. 15, 2017

ANNIE STEINER/995142941334350

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SCHEDULE A

~~EXHIBIT A~~

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON:

LOT 5 AND INCLUDING THAT PORTION OF LOT 6 IN BLOCK 2 OF MERCER TERRACE, ACCORDING TO PLAT RECORDED IN VOLUME 72 OF PLATS, PAGE 86, RECORDS OF KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE N 38 DEG 42 MIN 04 SEC W ALONG THE NORTH LINE THEREOF 2.55 FEET; THENCE S 15 DEG 29 MIN 16 SEC E 94.30 FEET TO THE SOUTH-EASTERLY LINE OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHEASTERLY LINE THEREOF ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 40 FEET, THE RADIAL CENTER OF WHICH BEARS S 3 DEG 33 MIN 36 SEC E THEREFROM THROUGH A CENTRAL ANGLE OF 0 DEG 40 MIN 31 SEC AND AN ARC DISTANCE OF 0.48 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 6; THENCE N 14 DEG 16 MIN 32 SEC W ALONG SAID LINE 93.68 FEET TO THE POINT OF BEGINNING

ABBREVIATED LEGAL:

MERCER TERRACE, ADD 5, SE 25-24-4, KING COUNTY, WA.

THIS BEING THE SAME PROPERTY CONVEYED TO ANNETTE P. STEINER, BY DEED FROM HARRY L. STEINER AND ANNETTE P. STEINER, CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF SAMUEL J. STEINER, DECEASED, DATED 10/11/2011 AND RECORDED ON 10/24/2011 IN INSTRUMENT NO. 20111024000473, IN THE KING COUNTY RECORDERS OFFICE.

PARCEL NO. 545360-0240

Return Address:

Boeing Employees' Credit Union
 Attn: Consumer Loan Member Care
 P.O. Box 97050
 Seattle, WA, 98124-9750

(Space Above This Line For Recording Data)

DEED OF TRUST

315 7389

(OPEN-END CREDIT - THIS DEED OF TRUST SECURES FUTURE ADVANCES)**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 6, 8, 13 and 15. Certain rules regarding the usage of words used in this document are also provided in Section 11.

(A) "Security Instrument" means this document, which is dated August 08, 2017

(B) "Borrower" is

ROBERT J MAGUIRE, WHO ALSO APPEARS ON TITLE AS ROBERT JOHN MAGUIRE, AND GINA M MAGUIRE, WHO ALSO APPEARS ON TITLE GINA MARIE MAGUIRE, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Boeing Employees' Credit Union**. Lender is a Credit Union organized and existing under the laws of the State of Washington. Lender's address is **P.O. Box 97050, Seattle, Washington 98124-9750**. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Trustee Services, Inc. PO Box 2980 3647 NW Byron Street #200 Silverdale, WA 98383

(E) "Agreement" means the **Credit Line Account Variable Interest Rate Home Equity Secured Open-End Credit Agreement and Truth-In-Lending Disclosure** signed by Borrower and dated

August 08, 2017. The Agreement states that Borrower may, from time to time, obtain advances not to exceed at any time an amount equal to the Maximum Credit Limit (as defined therein) of

One hundred thousand and 00 / 100*****

Dollars (U.S. \$ 100,000.00) plus interest. Borrower has promised to pay this debt in regular

Periodic Payments and to pay the debt in full not later than August 14, 2042

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

Loan Reference Number: 2011226683

Abbreviated Legal Description:

LT6 MERCER VILLAGE VOL64 PG60 KING CO WA

Assessor's Property Tax Parcel Number: 545400-0060

(G) "Loan" means the debt owed under the Agreement, plus interest, any late charges or other fees and charges due under the Agreement, and all sums due under this Security Instrument, plus interest.

(H) "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.

(I) "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.

(J) "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.

(K) "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 3) 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.

(L) "Periodic Payment" means the regularly scheduled amount due for principal and interest under the Agreement.

(M) "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 Agreement 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 Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the _____ County of _____ King :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 6 OF MERCER VILLAGE, AS PER PLAT RECORDED IN VOLUME 64 OF PLATS, ON PAGE 60, RECORDS OF KING COUNTY; EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 7 IN SAID PLAT; THENCE SOUTH 18°19'08" EAST 35.88 FEET; THENCE SOUTH 19°29'36" EAST 81.07 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE SOUTH 88°42'04" EAST 11.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 24°25'45" WEST 121.64 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTION; (ALSO BEING KNOWN AS PARCEL A OF CITY OF MERCER ISLAND LOT LINE ADJUSTMENT NUMBER MI95-0555, ACCORDING TO THE SURVEY RECORDED UNDER RECORDING NUMBER 9507259002, RECORDS OF KING COUNTY). SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.
TAX ID: 545400-0060.

which currently has the address of 7643 SE 72nd Pl
Mercer Island, Washington 98040 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements 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.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Late Charges or other Fees and Charges. Borrower shall pay when due the principal of, and interest on, the debt owed under the Agreement and late charges or other fees and charges due under the Agreement. Payments due under the Agreement 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 Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement 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 Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 10. Lender may return any payment or partial payment if the payment or partial

payments are insufficient to bring the Loan current. If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower *hereunder* pursuant to Section 16 then Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Agreement 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 Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. 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.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 2.

3. 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 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. Borrower shall 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 3 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate chargeable for advances under the Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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 16 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 Agreement 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 Agreement or this Security Instrument, whether or not then due.

4. 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 3 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

5. 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 5, 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 5. 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. 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.

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

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 14, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

7. 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.

8. Joint and Several Liability; Co-signers; Successors and Assigns Bound. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13. 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 is not personally liable under the Agreement (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 Agreement without the co-signer's consent.

9. 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 Agreement or by making a direct payment to Borrower. 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.

10. 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.

11. 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 Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement 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.

12. Borrower's Copy. Borrower shall be given one copy of this Security Instrument.

13. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 13, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 10 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.

14. 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 Agreement 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 13.

15. Hazardous Substances. As used in this Section 15: (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.

16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Agreement under which acceleration is permitted (but not prior to acceleration under Section 13 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 16, 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.

17. Reconveyance. Upon payment of all sums secured by this Security Instrument and termination of Borrower's ability to obtain further advances under the Agreement, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and the Agreement 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.

18. 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.

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

20. 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.

Witnesses:

Owner of Collateral (other than Borrower) Robert J. Maguire (Seal)
Robert J Maguire -Borrower

Owner of Collateral (other than Borrower) Gina M. Maguire (Seal)
Gina M Maguire -Borrower

Owner of Collateral (other than Borrower) _____ (Seal)
-Borrower

Owner of Collateral (other than Borrower) _____ (Seal)
-Borrower

STATE OF WASHINGTON,

County ss: King

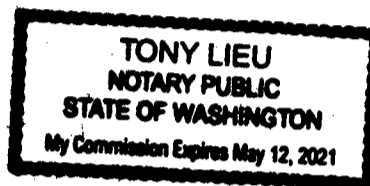
On this 9th day of August 2017, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Gina M. Maguire and Robert J. Maguire

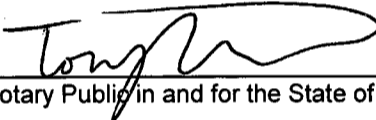
to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

My Commission expires: 5/12/2021



(Seal)



Notary Public in and for the State of Washington residing at:
Seattle, WA

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the Agreement secured by this Deed of Trust. Said Agreement, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____



20111024000473

SIDERIUS LONER WD
PAGE-001 OF 002
10/24/2011 10:34
KING COUNTY, WA 63.00

When Recorded Return To:

Ray Siderius
SIDERIUS LONERGAN & MARTIN LLP
500 Union Street, Suite 847
Seattle, WA 98101

E2515161

10/24/2011 10:34
KING COUNTY, WA
TAX \$10.00
SALE \$0.00

PAGE-001 OF 001

STATUTORY WARRANTY DEED

<p>Grantor: 1) <u>HARRY L. STEINER and ANNETTE P. STEINER, Co-Personal Representatives of the Estate of Samuel J. Steiner, deceased</u> <input type="checkbox"/> Additional on page _____</p> <p>Grantee: 1) <u>ANNETTE P. STEINER,</u> <input type="checkbox"/> Additional on page _____</p> <p>Legal Description (abbreviated): Mercer Terrace Add 5, SE 25-24-4, King County, WA <input type="checkbox"/> Additional on: _____</p> <p>Assessor's Tax Parcel ID #: <u>545360-0240</u></p> <p>Reference Nos. of Documents Released or Assigned: _____</p>
--

THE GRANTORS, HARRY L. STEINER and ANNETTE P. STEINER, Co-Personal Representatives of the Estate of Samuel J. Steiner, deceased,

for and in consideration of distributing assets of the deceased per terms of the Will,

in hand paid, conveys and warrants to ANNETTE P. STEINER,

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

MERCER TERRACE, ADD 5 & THAT POR 6 LY ELY FOLG DESC LN BEG
AT NE COR TH N 88-42-04 W. 2.55 FT TH S 15-29-16 E 94.30 FT TAP .48
FT WLY OF MOST ELY COR OF 6

Commonly known as 7333 Mercer Terrace Drive, Mercer Island, King County, Washington 98040

PROVIDED that in the event at any time in the future ANNETTE P. STEINER elects to sell the home, the net proceeds of sale are to be divided equally between her and HARRY L. STEINER. "Net proceeds" means sale price less commission and closing costs. In computing HARRY L. STEINER'S share of net proceeds there is to be no deduction for the balance of any mortgage loan that ANNETTE P. STEINER may have placed on the residence.

Dated ^{October} ~~September~~ 11, 2011.

ESTATE OF SAMUEL J. STEINER

Harry L. Steiner
By: Harry L. Steiner, Co-Personal Representative

Annette Steiner
By: Annette P. Steiner, Co-Personal Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me HARRY L. STEINER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of ^{October} ~~September~~, 2011.



Shannon M. Johnston
(Printed Name: Shannon M. Johnston)
NOTARY PUBLIC in and for the State of
Washington residing at: Seattle
My commission expires: 9-3-12

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me ANNETTE P. STEINER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of ^{October} ~~September~~, 2011.



Shannon M. Johnston
(Printed Name: Shannon M. Johnston)
NOTARY PUBLIC in and for the State of
Washington residing at: Seattle
My commission expires: 9-3-12

FIDELITY NATIONAL TITLE

Cell 0622881
2174

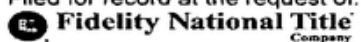
When recorded return to:
Robert John Maguire and Gina Marie Maguire
7643 SE 72nd Pl
Mercer Island, WA 98040



20131002001899

FIDELITY NATIONAL TITLE
PAGE-001 OF 002 73.00
10/02/2013 14:00
KING COUNTY, WA

Filed for record at the request of:



600 University Street, Suite 2710
Seattle, WA 98101

Escrow No.: 611062881

E2633808

10/02/2013 13:53
KING COUNTY, WA
TAX \$32,267.50
SALE \$1,812,500.00

PAGE-001 OF 001

STATUTORY WARRANTY DEED

THE GRANTOR(S) Robert F Crissman and Megan H Crissman, husband and wife
for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable
consideration

in hand paid, conveys, and warrants to Robert John Maguire and Gina Marie Maguire, husband and
wife

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

LOT 6 OF MERCER VILLAGE, AS PER PLAT RECORDED IN VOLUME 64 OF PLATS, ON
PAGE 60, RECORDS OF KING COUNTY;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 7 IN SAID PLAT;
THENCE SOUTH 18°19'08" EAST 35.88 FEET;
THENCE SOUTH 19°29'36" EAST 81.07 FEET TO A POINT ON THE SOUTH LINE OF SAID
LOT 6;
THENCE SOUTH 88°42'04" EAST 11.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT
7;
THENCE NORTH 24°25'45" WEST 121.64 FEET TO THE POINT OF BEGINNING OF THIS
EXCEPTION;

(ALSO BEING KNOWN AS PARCEL A OF CITY OF MERCER ISLAND LOT LINE ADJUSTMENT
NO. M195-0555, ACCORDING TO THE SURVEY RECORDED UNDER RECORDING NO.
9507259002, RECORDS OF KING COUNTY).

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

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

Tax Parcel Number(s): 545400 0060 07, levy code 0010

Subject to:

- 1. RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, AGREEMENTS,
NOTES, DEDICATIONS, ENCROACHMENTS, AND EASEMENTS PRESENTLY OF
RECORD.

STATUTORY WARRANTY DEED
(continued)

Dated: September 25, 2013

Robert F Crissman
Robert F Crissman
Megan H Crissman
Megan H Crissman

State of CALIFORNIA
County of SANTA CLARA

I certify that I know or have satisfactory evidence that Robert F Crissman and Megan H Crissman are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 09-30-2013

Stephen Talcott
Name: STEPHEN TALCOTT, NOTARY PUBLIC
Notary Public in and for the State of CALIF.
Residing at: 1511 RALSTON AVE BELMONT, CA
My appointment expires: 4-14-14

