



*First American*

## **First American Title Insurance Company**

**920 5th Avenue, Suite 1250  
Seattle, WA 98104**

January 10, 2023

Holly Chester  
Lanktree Land Surveying, Inc.  
25510 74th Avenue South  
Kent, WA 98032

Phone: (253)653-6423

Fax: (253)793-1616

Title Officer:	Pat Fullerton
Phone:	(206)615-3055
Fax No.:	(866)904-2177
E-Mail:	TitleKingWa@firstam.com
Order Number:	3838596

Escrow Number: 3838596

Buyer:

Owner:	Rudd
Property:	8247 E Mercer Way Mercer Island, Washington 98040

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

*Customer First!*



*First American*

# Guarantee

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**5003353-3838596**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

### **FIRST AMERICAN TITLE INSURANCE COMPANY**

a Nebraska corporation, herein called the Company


### **GUARANTEES**

#### **Lanktree Land Surveying, Inc.**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

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**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

**This jacket was created electronically and constitutes an original document**

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

### 2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### 5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

### 6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

### 7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;  
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or  
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

### 8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

### 9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

### 10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

### 11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### 12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 [Claims.NIC@firstam.com](mailto:Claims.NIC@firstam.com) Phone: 888-632-1642 Fax: 877-804-7606**



*First American Title*



*First American*

# Schedule A

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**3838596**

2nd Date Down

Order No.: 3838596

Liability: \$2,000.00

Fee: \$350.00

Tax: \$35.88

Name of Assured: Lanktree Land Surveying, Inc.

Date of Guarantee: January 04, 2023

The assurances referred to on the face page hereof are:

1. [Title is vested in:](#)

Jeffrey C. Rudd and Laura J. Mansfield, a married couple

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

- A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
- B. Water rights, claims or title to water.
- C. Tax Deeds to the State of Washington.
- D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



*First American*

# Schedule B

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**3838596**

### RECORD MATTERS

1. General taxes and assessments, if any, for the year 2023, in an amount not yet available, which cannot be paid until the 15th day of February of said year.

Tax Account No.: 032110018507  
Assessed Land Value: \$ 1,204,000.00  
Assessed Improvement Value: \$ 656,000.00

Note: Taxes and charges for 2022 were paid in full in the amount of \$9,988.61.

2. Facility Charges, if any, including but not limited to hook-up, or connection charges and latecomer charges for sewer, water and public facilities of City of Mercer Island as disclosed by instrument recorded under recording no. [7712060812](#).
3. Deed of Trust and the terms and conditions thereof.  
Grantor/Trustor: Jeffrey C. Rudd and Laura J. Mansfield, husband and wife  
Grantee/Beneficiary: Mortgage Electronic Registration Systems, Inc., "MERS" solely as a nominee for Sprout Mortgage, LLC, its successors and assigns  
Trustee: Ticor Title Company  
Amount: \$995,000.00  
Dated: February 26, 2021  
Recorded: March 04, 2021  
Recording Information: [20210304001454](#)
4. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of Avalon Park recorded in [Volume 49 of Plats, Page\(s\) 64 and 65](#).
5. Easement, including terms and provisions contained therein:  
Recording Information: [2919129](#)  
In Favor Of: Puget Sound Energy, Inc., a Washington corporation  
For: Electric transmission and/or distribution system
6. Reservations and exceptions, including the terms and conditions thereof:  
Reserving: Minerals  
Reserved By: Northern Pacific Railway Company and Northwestern Improvement Company  
Recording Information: [3054284](#)

We note no examination has been made regarding the transfer or taxation of the reserved rights.

7. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: [4523485](#)

Modification and/or amendment by instrument:

Recording Information: [5525384](#)

**Informational Notes, if any**





*First American*

# Schedule C

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**3838596**

The land in the County of King, State of Washington, described as follows:

LOT 16 IN BLOCK 3 OF AVALON PARK, AS PER PLAT RECORDED IN [VOLUME 49 OF PLATS, PAGES 64 AND 65](#), RECORDS OF KING COUNTY AUDITOR;

AND

THAT PORTION OF THE SOUTHEASTERLY 40.00 FEET IN WIDTH OF THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, AND OF GOVERNMENT LOT 1 OF SAID SECTION LYING NORTHWESTERLY OF BLOCK 3 OF AVALON PARK, AS PER PLAT RECORDED IN VOLUME 49 OF PLATS, ON PAGES 64 AND 65, RECORDS OF SAID COUNTY, LYING BETWEEN THE SOUTHWESTERLY LINE OF LOT 16 IN BLOCK 3 OF SAID AVALON PARK EXTENDED NORTHWESTERLY AND THE NORTHEASTERLY LINE OF SAID LOT 16 IN BLOCK 3 OF SAID AVALON PARK EXTENDED NORTHWESTERLY.

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



*First American*

First American Title Insurance Company  
920 5th Avenue, Suite 1250  
Seattle, WA 98104

### **Illegal Restrictive Covenants**

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

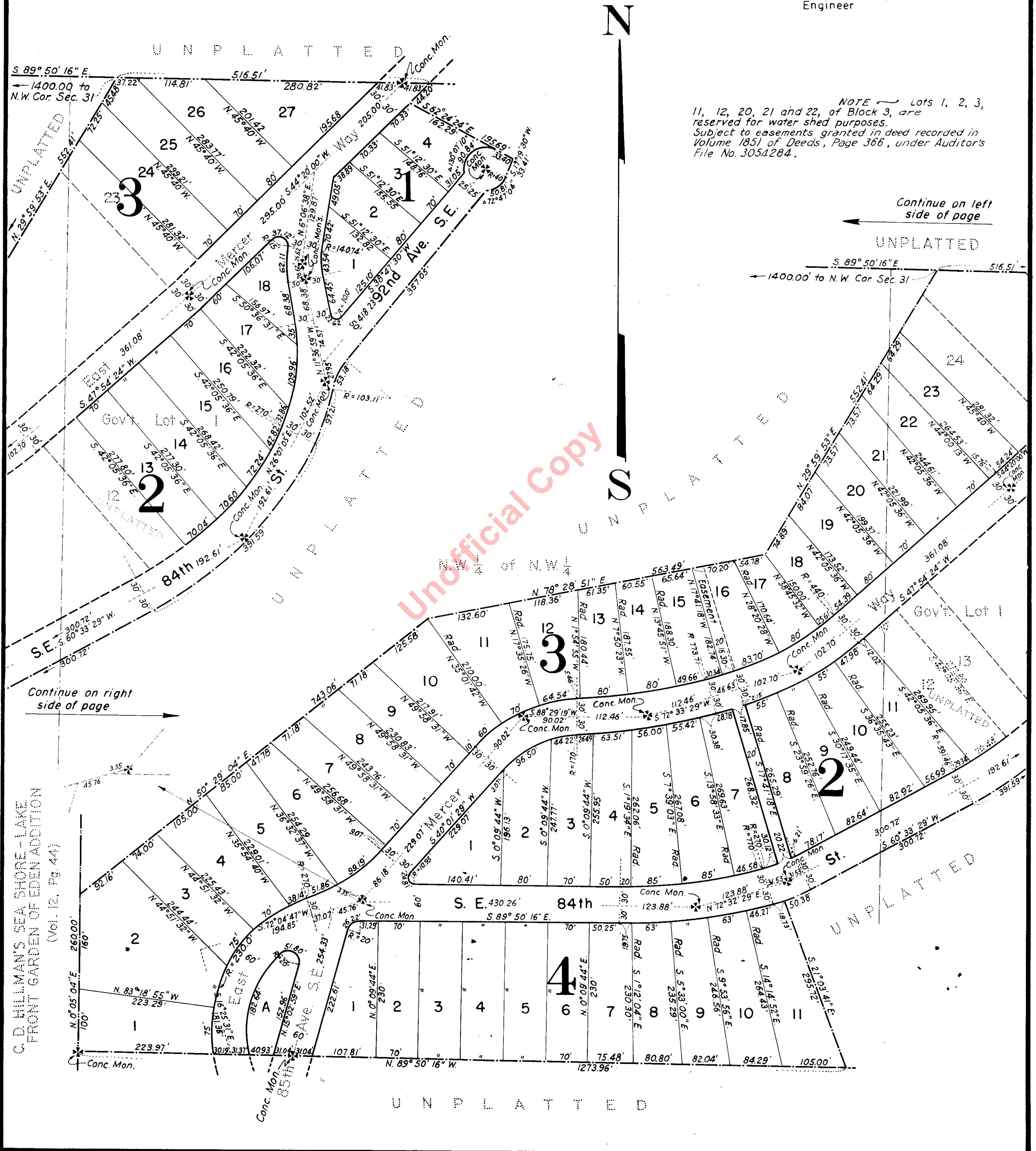
# AVALON PARK

(Situated in N.W.  $\frac{1}{4}$  of N.W.  $\frac{1}{4}$  and Gov't. Lot 1, Sec. 31, Twp. 24 N., R. 5 E., W.M.)

Scale: 1" = 100'

April, 1952

H. W. Rutherford,  
Engineer



NOTE — Lots 1, 2, 3, 11, 12, 20, 21 and 22, of Block 3, are reserved for water shed purposes. Subject to easements granted in deed recorded in Volume 1851 of Deeds, Page 366, under Auditor's File No. 3054284.

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UNPLATTED

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C.D. HILLMAN'S SEA SHORE - LAKE FRONT GARDEN OF EDEN ADDITION (Vol. 12, Pg 44)

UNPLATTED

# AVALON PARK

(CONTINUED)

## DESCRIPTION

This plat of "AVALON PARK" covers and includes the following described portions of the northwest quarter of the northwest quarter (NW¼ of NW¼) and of Government Lot One (1), all in Section Thirty-one (31), Township Twenty-four (24) North, Range Five (5) East, W. M.; Beginning at a point on the north line of said section which point is South 89° 50' 16" East a distance of 1400.00 feet from the northwest corner of said section; thence south 89° 50' 16" East, along the north line of said section, 516.51 feet to the southeasterly line of East Mercer Way; thence, along said southeasterly line, South 44° 20' 00" West 44.20 feet; thence South 62° 24' 24" East 195.69 feet thence South 17° 19' 30" West 33.41 feet; thence, along a curve to the right having a radius of 40.00 feet through a central angle of 72° 47' 04", a distance of 50.81 feet; thence South 38° 47' 30" West 357.05 feet; thence along a curve to the left having a radius of 103.11 feet, a distance of 53.18 feet to a point of reverse curve; thence along a curve to the right having a radius of 330.00 feet a distance of 97.21 feet to a point of compound curve; thence along a curve to the right having a radius of 651.46 feet a distance of 391.59 feet; thence, along a line tangent to said curve, South 60° 33' 29" West 300.72 feet; thence along a curve to the right having a radius of 330.00 feet a distance of 50.38 feet; thence South 21° 03' 41" East 295.72 feet to the south line of the northwest quarter of the northwest quarter (NW¼ of NW¼) of said Section Thirty-one (31); thence, along said south line, North 89° 50' 16" West 1273.96 feet to the southwest corner of said subdivision; thence North 0° 05' 04" East, along the west line of said subdivision, 260.00 feet; thence North 50° 29' 04" East 743.06 feet; thence North 78° 28' 51" East 563.49 feet; thence North 29° 59' 53" East 552.41 feet to the point of beginning, EXCEPTING therefrom county roads, and excepting tract designated hereon as "Unplatted Lot 12, Block 2."

All courses and dimensions are as shown upon the face of the plat.

## RESTRICTIONS

No lot or a 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 shown on the face of the plat.

All lots in this plat are restricted to R-1 Residence District use governed by and subject to restrictions, rules and regulations of the county zoning resolution No. 11373 and subsequent changes thereto by Official County Resolution.

Individual lots in this plat shall require approval of King County Health Department for septic tanks installed in accordance with specifications of the Department before issuance of a building permit.

## CERTIFICATE

I hereby certify that the plat of "AVALON PARK" is based upon an actual survey and subdivision of Section 31, Township 24 North, Range 5 East, W. M., that the distances and courses are shown correctly, that the monuments have been set and lot and block corners staked correctly on the ground, that I have fully complied with the provisions of the statutes and the regulations governing platting.

H. W. Rutherford  
Certificate No. 673; Licence 211-022510  
Expires Jan. 1, 1953



## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, Wallace E. Peterson and Maude K. Peterson, his wife, and J. Elwood Peterson, a widower, owners in fee simple of all the land hereby platted, hereby declare this plat and dedicate to the use of the public forever the street and avenue shown hereon and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts or fills upon the lots and blocks shown hereon in the reasonable, original grading of the streets, avenue and way shown hereon.

IN WITNESS WHEREOF, we the said Wallace E. Peterson and Maude K. Peterson, his wife, by J. Elwood Peterson, their attorney in fact, and the said J. Elwood Peterson, for himself, have hereunto set their hands and seals this 2<sup>nd</sup> day of May, A. D., 1952.

Wallace E. Peterson  
Maude K. Peterson  
By: J. Elwood Peterson  
their Attorney in Fact.  
J. Elwood Peterson

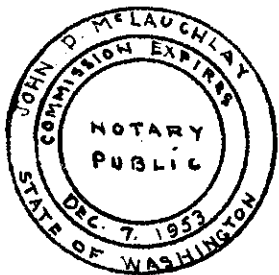
## ACKNOWLEDGMENT

State of Washington } s.s.  
County of King

This is to certify that on this 2<sup>nd</sup> day of May, A. D., 1952, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. Elwood Peterson, attorney in fact for Wallace E. Peterson and Maude K. Peterson, his wife, and the said J. Elwood Peterson, a widower, for himself, to me known to be the individuals who executed the foregoing dedication, and each acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned, and J. Elwood Peterson on oath stated that the power of attorney has not been revoked and that the principals are now living.

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

J. Elwood Peterson  
Notary Public in and for the State of Washington, residing at Seattle.



Unofficial Copy

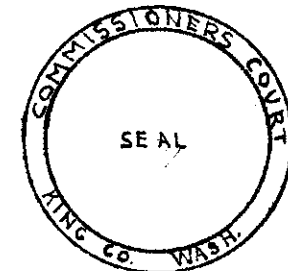
Examined and approved by me this 12<sup>th</sup> day of May, A. D., 1952

H. W. Rutherford  
King County Road Engineer.

Examined and approved this 9<sup>th</sup> day of June, A. D., 1952.

W. H. Evans  
Chairman, Board of King County Commissioners.

Attest:  
W. H. Evans  
Clerk, Board of King County Commissioners.



I hereby certify that the within plat of "AVALON PARK" is duly approved by King County Planning Commission this 3<sup>rd</sup> day of June, A. D., 1952.

Taylor M. Guesse  
Chairman.

Arthur C. Steinhart  
Secretary.

John L. Nordmark  
Planning Officer.

4245118  
Filed for record at the request of Board of County Commissioners this 13 day of June, A. D., 1952, at 09 minutes past 2 P. M., and recorded in Volume 19 of Plats, Pages 64-65 Records of King County, Washington.

Robert A. Morris  
King County Auditor.

By M. R. Williams  
Deputy County Auditor.

APPOINTMENT OF COMMITTEES

The undersigned are the record owners of a majority of the lots in Avalon Park in King County Washington according to plat recorded in Volume 49 of Plats, page 64, records of King County Washington.

The undersigned hereby appoint

- Robert L. Snyder
- Ben J. Werner
- Sol H. Jacobson
- George M. Goldman
- ✓ Jack H. Trowbridge

their representatives, who shall thereafter exercise the same powers previously exercised by a committee named in a document entitled, "Restrictive Covenants Imposed Against Lots in Avalon Park", which document was recorded December 30, 1954 in Volume 3223 of Deeds, Page 21, Auditor's File No. 4523485 records of said county.

This appointment shall be effective January 1, 1963, when the powers and duties of the committee named in said recorded document cease. The purpose of this appointment is to continue in full force and effect the necessity of getting such committee's approval to the items set forth in said restrictive covenants.

DATED this 20<sup>th</sup> day of December, 1962.

Name	Lot Number	Block No.
La Donna M. Goldman	8375 E. Mercer Way 8	3
La Donna M. Goldman	8375 E. Mercer Way 9	3
George M. Goldman	8375 E. Mercer Way 8	3
George M. Goldman	8375 E. Mercer Way 9	3
Jack H. Trowbridge	8375 SE. 8 <sup>th</sup>	4
Jack H. Trowbridge	8523 SE. 8 <sup>th</sup>	4
Jack H. Trowbridge	8523 SE. 8 <sup>th</sup>	4
Carlisle C. Fullmer	8609 SE 7 <sup>th</sup>	2
Ben J. Werner	8236 E. Mercer Way 10	2

5525354

Name	Lot Number	Block Number
Jeanne M. Williams	8232 E. Merwin Way	10 2
John W. Barrow	8232 E. Merwin Way	11 2
C. Joan Barrow	8232 E. Merwin Way	11 2
Lucine M. Schumacher	8265 Avalon Dr.	16 2
Leola M. Schumacher	8265 Avalon Dr.	16 2
Betty Jacobson	8211 Avalon Dr.	14 2
Ed H. Jacobson	8211 Avalon Dr.	14 2
Kenneth R. Wheeler	8226 Avalon Dr.	5 2
M. Jean Wheeler	8226 Avalon Dr.	5 2
Robert L. Sample	8412 55th S.E.	1 4
Patricia L. Sample	8412 55th S.E.	2 4
William L. Sample	8412 55th S.E.	1 4
William L. Sample	8412 55th S.E.	2 4
Robert K. Griffith	8506 Avalon Dr.	1 2
Jean E. Griffith	8506 Avalon Dr.	1 2
Arthur P. Baker	8217 Avalon Drive	13 2
David M. Throckmold	8051-92 <sup>nd</sup> S.E.	1 1
Charles L. Lee	14506 55th S.E.	3 4
August L. Thompson	8203 Avalon Drive	15 2
W. H. Chayer	4834-90 <sup>th</sup> S.E.	2 1
Ellen M. Williams	4834-90 <sup>th</sup> S.E.	2 1
W. J. Woessner	9726-71 <sup>st</sup> S.E. Block 13	6 3
Henry Adolphson	8247 E. Merwin Way	16 3
Bertie J. Adolphson	47 E. Merwin Way	16 3
Edna S. Whitman	8060 Avalon Dr.	17 2
Edna S. Whitman		18 2

5525251

Name	Lot Number	Block No.
Gray H. W. Whitney 8060 Avalon Pl.	17	2
Judy H. Whitney -	18	2
MESCEB ISLAND CORPORATION - Heir of Title -	1, 2, 3	3 and 3 and
BY <i>W. H. Smith, President</i>	" 4, 5	3
BY <i>L. C. ...</i>	" 10	3
"	" 11	3
"	" 17	3
"	" 18, 19	3
"	" 20, 21	3
"	" 24	3
"	" 25	3
"	" 27	3
"	" 5	3







Restrictive Cov. Dec 30-54  
Dec 27-54

4523485

by Mercer Island Corporation,

The sd party cont pur of the flg des ppty hrby smakes applicable and files the flg restrs and conditions affecting the lots included in the plat of Avalon Park vol 49 p 64 kow; wcn restrs and conditions are in add to the restrs contained in the recdd plat.

All lots in this subdiv shall be known and des as residential lots exc Lot A. This cov should not incl part of sd lots or site for a church, school or park and no part of sd lots shall be used for the sale or disbursing of beer, wine, or intoxicating liquor by the ~~drinking~~ drink. On all lots in ~~the~~ Avalon Park designated as Residence lots no structure shall be erected ~~to~~ other than a detached single family dwelling, not to exceed 2 stories in height and a private garage for not more than 3 cars. No single detached ~~a~~ dwelling house shall be erected covering less than 1100 sq. ft. of area.

gde

(cont) -2

W525-85-2

No bldg shall be erected, placed or altered on any bldg plot in this subdiv until bldg plans specifications and plot plan showing the location of ~~xxx~~ such bldg have been approved in writing as to conformity and harmony of external design w/ existing structures in the subdiv and as to location of the bldg w/ respect to topography and finished ground elevation, by a committee composed of Paul W. Petrick, Harold W. Petrick, H. P. Pratt and others, or by a representative designated by a majority of the members of sd committee. In the event of death ~~of~~ or resignation of any members of sd committee. In the event of death or resignation of any members of sd committee the remaining member, or members shall have full auth to approve or disapprove such design and location, or to designate a representative w/ like auth. In event sd committee or its designated representative, fails to approve or disapprove such design and location within 30 days after sd plans and specifications have been ~~x~~ submitted to it or in any event, if no suit to enjoin the erection of ~~xx~~ such bldg or completion thereof, such approval will not be reqrd and this cov will be deemed to have been fully complied w/.

Neither the members of such committee or designated representative shall be entitled to any compensation for services performed pursuant to this cov. The powers and duties of such committee and of its designated representative shall cease on and after Jan 1-63. Thereafter the approval des in this cov shall not be reqrd unless, prior to sd date and effective thereon a written instr shall be executed by the then rec owners of a majority of the lots (cont)-3

in this subdiv and duly recd apptg a representative or representatives who shall thrafter exercise the sm powers apreviously exercised by sd committee.

No bldg shall be located on any residential bldg plt nearer than 20 ft to the frontlot ln nor nearer than 15 ft to any side st ln. No bldg exc a detached garage or other outbuilding located 55 ft or more frm the front lot ln, shall be located nearer than 6 ft to ~~ax~~ any side lot ln.

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

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

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

No dwelling costing less than \$9000 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story porches or garages shall not be less than 1100 sq ft in the case of a one-story structure nor less than 900 sq ft in the case of a one and one-half or two story structure.

An easement is reserved for utility installation and maintenance.

The work or construction of all bldgs dwellings or structures erected or placed on any lot in this subdiv shall be prosecuted diligently and continuously from the commencement of construction.

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

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

These cov are to run w/ the land and shall be binding upon all parties and all persons claiming under them until Jan 1-75 at wch time sd cov shall be automatically extended for successive periods of 10 years unless by vote of the then owners of a majority of the lots in sd add it is agrd to change sd cov in whole or in part.

If any person or persons shall violate or attempt to violate any of the cov or restrs herein while such cov remain in force, it shall be lawful for any other person or persons owning any other lot in sd subdiv to prosecute any proceedings attempting to violate any such cov or restrs and either prevent him or them from so doing and to recover damages or other dues for such violations.

*in favor of the defense of the lot*

XCN OK

mlto W. H. Harri 1164 Olyp. Ntl Bldg City

Record Date:3/4/2021 11:36 AM

Electronically Recorded King County, WA

**TICOR TITLE**

70155127

When recorded, return to:  
Sprout Mortgage, LLC  
90 Merrick Ave  
Suite #430  
East Meadow, NY 11554

Assessor's Parcel or Account Number: 032110-0185-07

Abbreviated Legal Description: LOT 16 BLK 3 AVALON PARK

Full legal description located on page [Include lot, block and plat or section, township and range] TITLED "EXHIBIT A"

Trustee: Ticor Title Company

Title Order No.: 70155127  
Escrow No.: 70155127  
LOAN #: 2010052214

[Space Above This Line For Recording Data]

**DEED OF TRUST**

MIN 1015264-0000048857-0  
MERS PHONE #: 1-888-679-6377

**DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated February 26, 2021, together with all Riders to this document.

(B) "Borrower" is JEFFREY C. RUDD AND LAURA J. MANSFIELD, HUSBAND AND WIFE.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Sprout Mortgage, LLC.

Lender is A Limited Liability Company, organized and existing under the laws of Delaware.  
Lender's address is 1680 SW. St. Lucie West Blvd., Suite 208, Port Saint Lucie, FL 34986.

(D) "Trustee" is Ticor Title Company.

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.



LOAN #: 2010052214

(F) "Note" means the promissory note signed by Borrower and dated February 26, 2021. The Note states that Borrower owes Lender **NINE HUNDRED NINETY FIVE THOUSAND AND NO/100**\*\*\*\*\* Dollars (U.S. **\$995,000.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **March 1, 2051**.

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Mortgage Electronic Registration Systems, Inc. Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- V.A. Rider

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

[Type of Recording Jurisdiction]

of **King**

[Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".**  
**APN #: 032110-0185-07**



LOAN #: 2010052214

which currently has the address of **8247 EAST MERCER WAY, MERCER ISLAND,**  
Washington **98040** ("Property Address"): [Street] [City]  
[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.

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, 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





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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that



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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



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actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain 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



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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



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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



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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



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at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

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

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

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


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

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

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

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

  
\_\_\_\_\_  
JEFFREY C. RUDD 2/26/21 (Seal)  
DATE

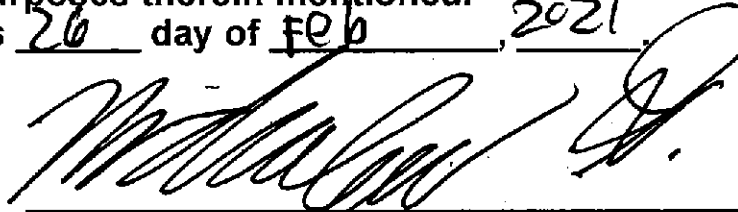
  
\_\_\_\_\_  
LAURA J. MANSFIELD 2/26/21 (Seal)  
DATE

STATE OF WASHINGTON

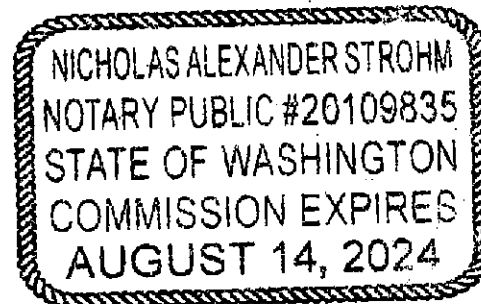
COUNTY OF KING SS:

On this day personally appeared before me JEFFREY C. RUDD AND LAURA J. MANSFIELD to me known to be the individual party/parties 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 26 day of Feb, 2021.

  
\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Kirkland

My Appointment Expires on 08/14/24



LOAN #: 2010052214

Lender: Sprout Mortgage, LLC  
NMLS ID: 1844521  
Broker: C2 Financial Corporation  
NMLS ID: 135622  
Loan Originator: Dennis Arnold Andrews Jr.  
NMLS ID: 897584





LOAN #: 2010052214  
MIN: 1015264-0000048857-0

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **26th** day of **February, 2021**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Sprout Mortgage, LLC, A Limited Liability Company**

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:  
**8247 EAST MERCER WAY, MERCER ISLAND, WA 98040.**

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

**A. DEFINITIONS**

1. The Definitions section of the Security Instrument is amended as follows:  
"Lender" is **Sprout Mortgage, LLC.**

Lender is **A Limited Liability Company** organized and existing under the laws of **Delaware.** Lender's address is **1680 SW. St. Lucie West Blvd., Suite 208, Port Saint Lucie, FL 34986.**

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

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

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

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



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**B. TRANSFER OF RIGHTS IN THE PROPERTY**

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

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

**County** [Type of Recording Jurisdiction] of  
**King** [Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".**

**APN #: 032110-0185-07.**

which currently has the address of **8247 EAST MERCER WAY, MERCER ISLAND,**

**WA 98040** ("Property Address"): [Street][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."

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

**C. NOTICES**

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

**15: Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this



**LOAN #: 2010052214**

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

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

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

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

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



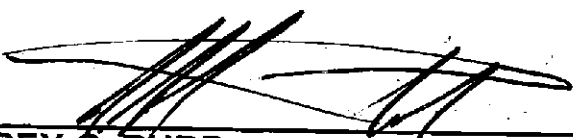
LOAN #: 2010052214


E. SUBSTITUTE TRUSTEE

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

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

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

  
\_\_\_\_\_  
JEFFREY C. RUDD 2/26/21 (Seal)  
DATE

  
\_\_\_\_\_  
LAURA J. MANSFIELD 2/26/21 (Seal)  
DATE



**EXHIBIT "A"**

**Order No.:** 70155127

LOT 16 IN BLOCK 3 OF AVALON PARK, AS PER PLAT RECORDED IN VOLUME 49 OF PLATS, PAGES 64 AND 65, RECORDS OF KING COUNTY AUDITOR; DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEASTERLY 40.00 FEET IN WIDTH OF THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, AND OF GOVERNMENT LOT 1 OF SAID SECTION LYING NORTHWESTERLY OF BLOCK 3 OF AVALON PARK, AS PER PLAT RECORDED IN VOLUME 49 OF PLATS, ON PAGE 64, RECORDS OF SAID COUNTY, LYING BETWEEN THE SOUTHWESTERLY LINE OF LOT 16 IN BLOCK 3 OF SAID AVALON PARK EXTENDED NORTHWESTERLY AND THE NORTHEASTERLY LINE OF SAID LOT 16 IN BLOCK 3 OF SAID AVALON PARK EXTENDED NORTHWESTERLY.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

3054284

(Special)

Part of  
Contract  
No. 2-520

Doc. No. 83878-1

NORTHERN PACIFIC RAILWAY COMPANY  
and  
NORTHWESTERN IMPROVEMENT COMPANY

THIS DEED, made the fourteenth day of May, in the year of our Lord one thousand nine hundred and thirty-two, by the NORTHERN PACIFIC RAILWAY COMPANY, a corporation of the State of Wisconsin, and the NORTHWESTERN IMPROVEMENT COMPANY, a corporation of the State of New Jersey, grantors, to the HERBER ISLAND COMPANY, INC., a corporation of the State of Washington, of Seattle, in the County of King and State of Washington, grantee, WITNESSETH:

WHEREAS, by a contract in writing entered into on the first day of September, A.D. 1927, the grantors contracted to sell and convey, for the consideration hereinafter expressed, the premises hereinafter described, which contract has been duly performed as to the tracts herein described, and the grantee has become entitled to a conveyance of the premises.

THEREFORE, the grantors, in consideration of the sum of fifteen thousand dollars (\$15,000) unto them paid, the receipt whereof is acknowledged, grant, bargain, sell and convey unto the grantee, its successors and assigns, the following described parcels of land situate in the County of King and State of Washington, to-wit:

The northwest quarter of northwest quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) and that part of Lot one (1) in Section thirty-one (31), Township twenty-four (24) North of Range five (5) East of the Willamette Principal Meridian, lying north of the south line of the northwest quarter of northwest quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) produced easterly to the Government meander on the shore of Lake Washington, containing fifty-nine and seventy-six hundredths (59.76) acres, more or less, on the basis of the United States Government Survey, together with all shore lands lying in front of and abutting upon said lands acquired by the Northwestern Improvement Company from the State of Washington under deed dated November 25th, 1921, but subject to the reservations and conditions described in said deed; the lands hereby conveyed being subject, however, to an easement in the public for any public roads heretofore laid out or established, and now existing over and across any part of the premises.

There is also reserved for all time (except as hereinafter provided) to the grantors, their successors and assigns, the right to develop, store, divert and carry away a part of the water

flowing from a spring in the southwestern portion of the northwest quarter of the northwest quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of said Section thirty-one (31) for the domestic use and consumption thereof by the owners and occupants of Lot two (2) and that part of Lot one (1) in said Section thirty-one (31) lying south of the south line of northwest quarter of northwest quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of said Section thirty-one (31) produced easterly to the government meander on the shore of Lake Washington, and in connection therewith to use a right of way for a pipe line from said spring by the most direct and shortest practical route to the boundary of the lands on which the water is to be used; provided that all of said rights so reserved shall be enjoyed only jointly with the said grantee and its successors, in interest in the land hereby conveyed, in the event said grantee, or its successors in interest therein, shall deem it necessary or convenient to use water from said spring for domestic purposes; and provided that in the event of shortage in the supply of water and in case the flow of said spring is not sufficient to provide the water required for domestic purposes by the present and future owners or occupants of said Lots one (1) and two (2) and northwest quarter of northwest quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ), the amount of water available for use shall be divided equitably among all the parties using or requiring the use of the water and who are and will be dependent upon that source for their supply; and, provided also that in the event at any time a general system of water supply has been constructed and water shall be available from a source other than said spring with which said lands may be connected at reasonable cost, then, at the expiration of six (6) months after such general supply of water is available, the rights reserved hereunder shall cease. The spring above referred to is located about 175 feet east and 380 feet north of the southwest corner of the northwest quarter of the northwest quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of said Section

thirty-one (31).

Together with the hereditaments and appurtenances therunto  
belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said lands and appurtenances unto  
the grantees, its successors and assigns, forever.

The grantors will forever warrant and defend the title to the  
premises, except as against liens, charges and incumbrances  
originating after the date of the aforesaid contract of sale.

IN WITNESS WHEREOF, the grantors have executed these presents  
the day and year first above written.

Signed, Sealed and Delivered **NORTHERN PACIFIC RAILWAY COMPANY,**  
in the Presence of: *Edwin R. [Signature]*  
*[Signature]* BY *[Signature]*  
VICE PRESIDENT

*M. J. [Signature]* Attest: *[Signature]*  
Assistant Secretary

*[Signature]* BY *[Signature]*  
VICE PRESIDENT  
*[Signature]* Attest: *[Signature]*  
Assistant Secretary

STATE OF MINNESOTA )  
COUNTY OF RAMSEY )

On this 25th day of May A.D. 1931, before  
me personally appeared [Signature] to me known to be the  
VICE PRESIDENT of the Northern Pacific Railway Company, one of  
the corporations that executed the within and foregoing instru-  
ment, and acknowledged the said instrument to be the free and vol-  
untary act and deed of said corporation, for the uses and purposes  
therein mentioned, and on oath stated that he was authorized to  
execute said instrument and that the seal affixed is the corporate  
seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed



my official seal the day and year last above written.

*Edwin L. ...*

My Commission Expires August 24 1936



STATE OF MINNESOTA )  
COUNTY OF RAMSEY )

On this 22nd day of May A.D. 1931, before me personally appeared J. M. HUGHES, to me known to be the VICE PRESIDENT of the Northwestern Improvement Company, one of the corporations that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

*Edwin L. ...*  
S/A EDWIN L. ...  
Notary Public, Ramsey County, Minn.  
My Commission Expires March 25 1932



Filed for Recd July 10 1934 42 PM  
Receiv. ... INSURANCE  
JAN. ... Auditor  
4.

EASEMENT  
SD FORM 40381 2A

THIS INDENTURE, made this 8<sup>th</sup> day of October A. D. 1936  
between J. Elwood Peterson and Sophia Peterson, his wife and Wallace E. Peterson and  
Maud . Peterson, his wife

hereinafter called the Grantor B, part 188 of the first part, PUGET SOUND POWER & LIGHT COMPANY, a Massachusetts corporation, hereinafter called the Grantee, party of the second part, and  
~~hereinafter called the Mortgagee, party of the third part,~~ WITNESSETH:

That the Grantor B, for and in consideration of the sum of  
Dollars (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby convey and  
grant to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair,  
operate and maintain an electric transmission and distribution line, consisting of a single line of poles, with necessary braces,  
guys and anchors, and to place upon or suspend from such poles transmission, distribution and signal wires, insulators, cross-arms,  
transformers and other necessary or convenient appurtenances, across, over and upon the following described lands and premises  
situated in the County of King State of Washington, to-wit:

The streets and roads as laid out in the plat of Avalon Park (unrecorded) in the  
Northwest 1/4, Northwest 1/4 and Government Lot 1, Section 31, Township 24 North,  
Range 5 East, W. M.

The center line of said transmission and distribution line to be located as follows:

Twenty-One feet from and parallel to the center line of the fifty and sixty  
foot streets and nine feet from and parallel to the center line of the twenty  
foot road and fourteen feet from and parallel to the center line of the thirty  
foot road.

Subject to the right of the Grantors, ~~the~~ <sup>their</sup> successors or assigns, of  
said described land, to file the unrecorded plat of said line of utility  
thereof with the Auditor of King County, at any time that they should  
see fit, and the acceptance of this easement by the Grantee shall  
constitute an agreement to join in the application for filing such  
plat, give any written consent or document required by the Grantors,  
or successors or assigns, that might be required by the County Audi-  
tor of King County, in order to file said plat. Said documents and  
consent shall be furnished on demand and without cost to the Grantors.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across ad-  
jacent lands of the Grantor for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling  
and operating said line, and the right at any time to remove said poles, wires and appurtenances from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut all brush and timber, and trim all trees standing or  
growing upon said lands which, in the opinion of the Grantee, constitute a menace or danger to said line.

~~The Grantor, his heirs, successors or assigns, covenant and agree that~~ will not do any blasting or  
discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to  
the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its suc-  
cessors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently  
abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

~~Any mortgage on the said premises held by the Mortgagee above named is hereby released to the extent, but only to the extent,  
necessary to subordinate the said mortgage to the easement herein granted to said Grantee.~~

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

J. Elwood Peterson  
Sophia Peterson  
Maud E. Peterson  
Wallace E. Peterson

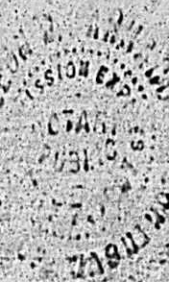
STATE OF WASH  
COUNTY OF

I, the unders  
personally appear

his wife, to me kn

signed the same a

Given under m



THIS ABOVE INSTRUMENT IS FOR OFFICIAL USE ONLY

46

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SEAL  
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STATE OF WASHINGTON,  
COUNTY OF King

I, the undersigned, a Notary Public, do hereby certify that on this 14th day of October, 1936, personally appeared before me W. L. ROBERTSON and MAUD

two of his wife, to me known to be the individual as described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.



W. L. Robertson  
Notary Public in and for the State of Washington  
residing at Seattle

(FOR CORPORATE ACKNOWLEDGMENT)

ALL INFORMATION FOR OFFICIAL USE ONLY

TYPE OF CONSTRUCTION: OVER-15,000 VOLTS, 15,000 VOLTS OR UNDER

FROM: E

DISTRICT: 5 REQ. NO. E 111

**EASEMENT**

DESCRIPTION: PUGET SOUND POWER & LIGHT COMPANY

APPROVALS: WLR

ABSTRACT OF TITLE: 1936 OCT 28 PM 12 40

CERTIFICATE OF TITLE: 1936 OCT 28 PM 12 40

TITLE: DEPUTY KING COUNTY WASH. RECORDER

RECORDED: 1936 OCT 28 PM 12 40

PAGE: 1

OF: 1

REQUEST OF: 1

140

TERRITORY OF ALASKA )  
DISTRICT ) 33

I, the undersigned, a Notary Public in and for the Territory of Alaska, Commissioner, Commissioned, hereby certify that on the eight day of October, 1936, personally appeared before me WILLIAM E. ROBERTSON and MAUD ROBERTSON, his wife, to me known to be two of the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

SEAL



W. L. Robertson  
Notary Public in and for the Territory of Alaska, residing at Ketchikan,  
My Commission expires May 14, 1938.

DEC 6 2 33 PM '77

NOTICE OF ADDITIONAL  
TAP OR CONNECTION CHARGES

RECORDED KC RECORDS

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

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

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

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

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

7712060812

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

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

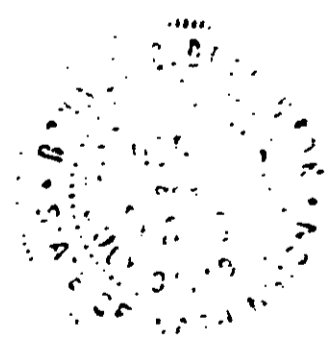
Dated this 5<sup>th</sup> day of December, 1977.

*Miles L. Fuller*  
 \_\_\_\_\_  
 Miles L. Fuller  
 Director of Utilities  
 City of Mercer Island

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

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

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



*Paul C. DeLeon*  
 \_\_\_\_\_  
 Notary Public in and for the State of Washington, residing at  
Mercer Island

7712060812

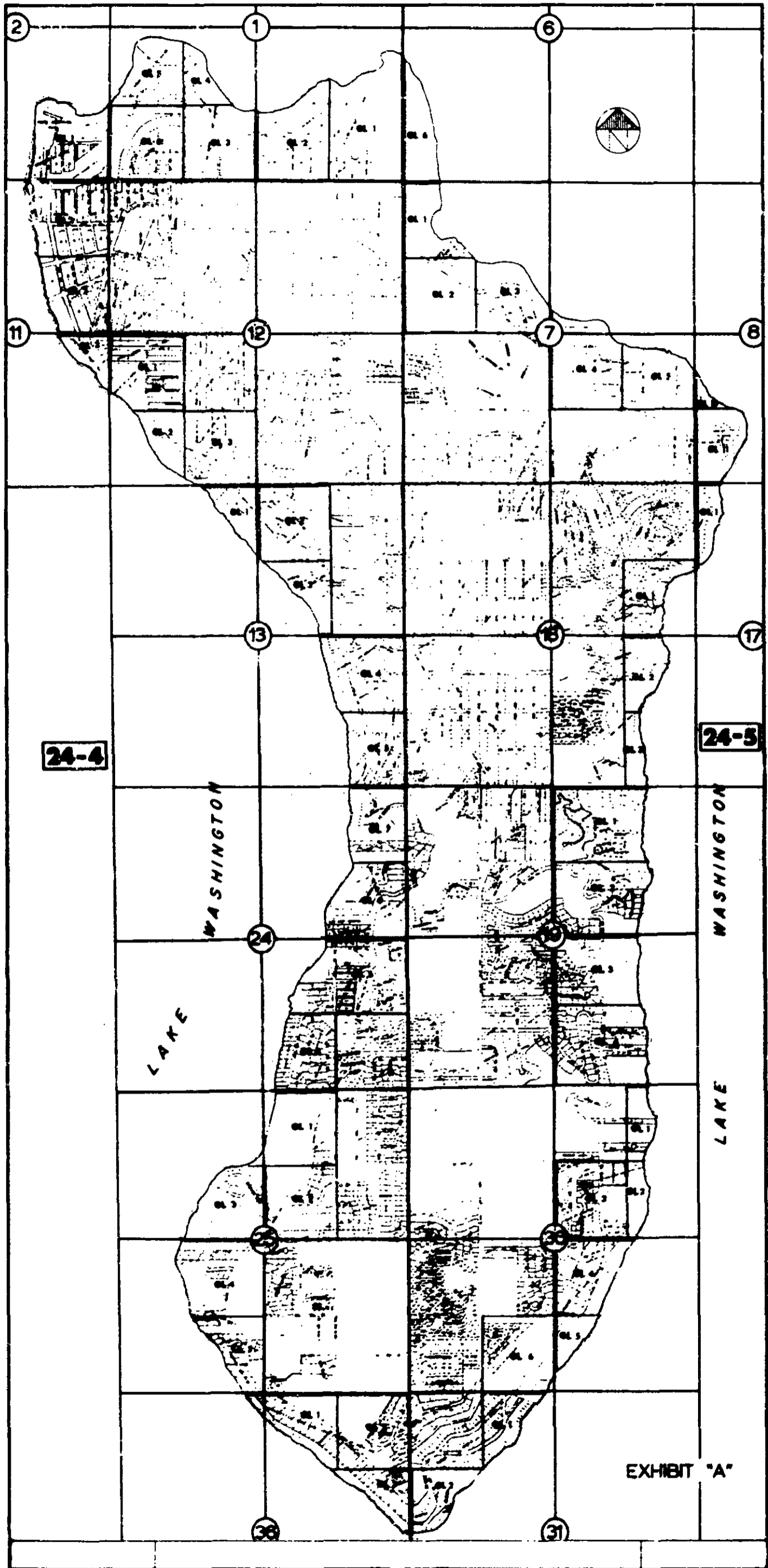


EXHIBIT "A"

7712060812

Division of Public Health, P.O. Box 350000, Olympia, WA 98512

FILED for Record at Request of:

Name CITY OF MERCER ISLAND

Address 350<sup>th</sup> 83<sup>rd</sup> AVE

MERCER ISLAND, WA 98040