

ORDER NO.:  
5207185926

REF. NO.:  
Bazara

GUARANTEE NO.:  
A46040-SGW-152780

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED  
HERETO AND MADE A PART OF THIS GUARANTEE,



## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

, herein called the Company,

### GUARANTEES


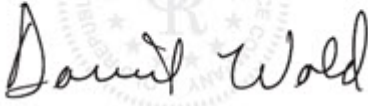
the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: June 15th, 2023 at 08:00 AM

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Corporation  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Countersigned:

By   
Validating Officer

By  *President*  
Attest  *Secretary*

SCHEDULE A

GUARANTEE NO.: A46040-SGW-152780  
ORDER NO.: 5207185926  
REF. NO.: Bazara  
LIABILITY: \$400.00  
FEE: \$300.00  
DATED: June 15th, 2023 at 08:00 AM

A. Name of Assured:  
WALID BAZARA

The assurances referred to on the face page are:

- B. Title to the land described herein is vested in:  
WALID BAZARA, as a separate estate, and AHMAD BAZARA and EMTISAL BAZARA, a married couple and MOHAMAD BAZARA, as a separate estate
- C. There are no easements, leases, options to purchase, mortgages, or deeds of trust which purport to affect said land, other than those shown as follows:
1. Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.
  2. Covenants, conditions, restrictions, easements, provisions dedications and matters delineated or disclosed by the plat of Whispering Firs Estates; Refer to the plat for full particulars.

And recorded [February 28, 1977 in Official Records under Recording Number 7702280311](#).

3. Covenants, Conditions, Restrictions, Limitations, Easements, Assessments, Reservations, Exceptions, Terms, Liens or Charges, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Recorded : [May 4, 1977 in Official Records under Recording Number 7705040334](#)

Modification thereof, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Recorded : [November 16, 1994 in Official Records under Recording Number 9411160096](#)

4. Terms and provisions as contained in an instrument,

Entitled : Annexation Covenant  
Recorded : [September 19, 1978 in Official Records under Recording Number 7809190181](#)

5. Assessments that may be levied, as follows:

For/By : Whispering Firs Estates Homeowners' Association

6. GENERAL TAXES, PLUS INTEREST AND PENALTY AFTER DELINQUENT; 1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1:

Year : 2023  
Amount Billed : \$4,246.68  
Amount Paid : \$2,123.34  
Tax Account No. : 006557-000-010-00  
Levy Code : 0511

Assessed Valuation

Land : \$285,000.00  
Improvements : \$425,100.00

7. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$642,750.00  
Trustor/Borrower : Walid Bazara, a married man, as his separate estate and Ahmad Bazara and Emtisal Bazara, a married couple and Mohamad Bazara, a single person  
Trustee : Old Republic Title, Ltd.  
Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., solely as nominee for North American Savings Bank, FSB  
Dated : March 21, 2022  
Recorded : [March 23, 2022 in Official Records under Recording Number 202203230142](#)  
Loan No. : 114626024  
"MIN" : 100094221146260242

8. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument  
Entitled : Statutory Warranty Deed  
By/From : Michael Jerome Fee, a single person  
To : Walid Bazara, a married man, as his separate estate and Ahmad Bazara and Emtisal Bazara, a married couple and Mohamad Bazara, a single person  
Recorded : [March 23, 2022 in Official Records under Recording Number 202203230141](#)

Quit Claim Deed executed by Adiba Dadikhi, a married person to Walid Bazara, a married person recorded [March 23, 2022 in Official Records under Recording Number 202203230143](#).

D. The land is situate in the County of Snohomish, City of Marysville, State of Washington, and is described as follows:

(See attached Exhibit 'A')

E. The abbreviated legal description is provided to enable the document preparer to conform with the requirements of RCW 65.04.045:

Lot 10, WHISPERING FIRS ESTATES, Volume 37 of Plats, pages 46 through 48, inclusive, Snohomish County, Washington.

## SCHEDULE OF EXCLUSIONS FROM COVERAGE

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**

### **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) 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) 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 under this Guarantee 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 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 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. 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.

**13. 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 the office which issued this Guarantee or to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

**ORDER NO.:**  
5207185926

**REF. NO.:**  
Bazara

**GUARANTEE NO.:**  
A46040-SGW-152780

**EXHIBIT 'A'**

The land referred to is situated in the County of Snohomish, City of Marysville, State of Washington, and is described as follows:

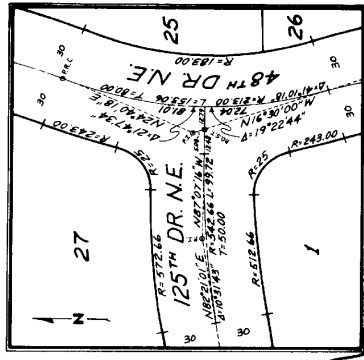
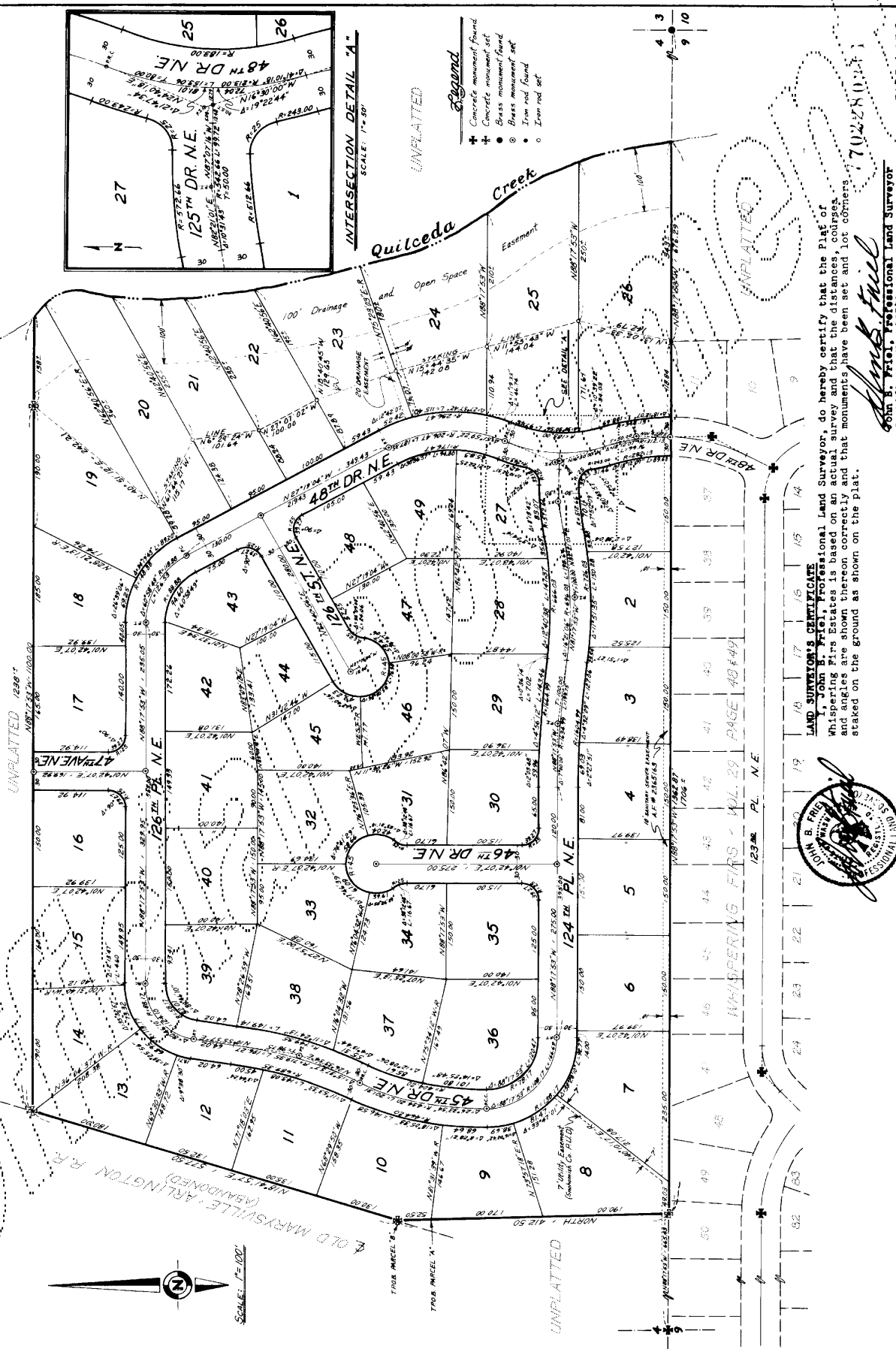
Lot 10, [WHISPERING FIRS ESTATES](#), according to the plat thereof recorded in Volume 37 of Plats, pages 46 through 48, inclusive, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington

# WHISPERING FIRS ESTATES

A PORTION OF SECTION 4, TWP. 30 N., R. 5 E., W.M.  
SNOHOMISH COUNTY, WASHINGTON

**OPEN SPACE RESTRICTIONS**  
This following is prohibited within the open space easement adjacent to Quilceda Creek on lots 19 thru 26: Land clearing, tree cutting, building or construction of any kind.



- Legend**
- Concrete monument found
  - Brass monument found
  - Iron rod found
  - Iron rod set



**LAND SURVEYOR'S CERTIFICATE**  
I, John B. Friel, Professional Land Surveyor, do hereby certify that the Plat of Whispering Firs Estates is based on an actual survey and that the distances, courses, and angles are shown thereon correctly and that monuments have been set and lot corners staked on the ground as shown on the plat.

*John B. Friel*  
John B. Friel, Professional Land Surveyor  
Certificate No. 10719

# WHISPERING FIRS ESTATES

A PORTION OF SECTION 4, TWP. 30 N., R. 5 E., W.M.  
SNOHOMISH COUNTY, WASHINGTON

### LEGAL DESCRIPTION

The plat of "Whispering Firs Estates" embraces a portion of the Southeast Quarter (SE 1/4) of Section 4, Township 30 North, Range 5 East, W.M., Snohomish County, Washington, described as follows under Parcel A and Parcel B:

**PARCEL A:** Beginning at the intersections of the centerline of the former right-of-way of said Section 4 with the Washington Railway and a point 412.5 feet North of the South line of said Section 4, then South 87°11'39" East for a distance of 167.49 feet; thence South 87°11'39" East for a distance of 167.49 feet; thence North 27°07'00" East for a distance of 167.49 feet; thence South 88°17'53" East for a distance of 146.00 feet; thence South 11°30'12" East for a distance of 160.28 feet; thence South 88°17'53" East for a distance of 146.00 feet; thence North 75°23'10.3" East for a distance of 152.32 feet; thence South 86°42'07" East for a distance of 31.44 feet; thence North 75°23'10.3" East for a distance of 253.0 feet more or less to the centerline of Quilceda Creek; thence Southeastly along said centerline for a distance of 530.0 feet more or less to a point on the South line of said Section 4, thence North 88°17'53" West along the South line of said section for a distance of 1766.0 feet more or less, thence North 360.0 feet to the true point of beginning.

**PARCEL B:** Beginning at the intersection of the centerline of the former right-of-way of the Marysville-Arlington railway, 53.02 feet North of the South line of said Section 4, and the true point of beginning, thence North 12.5 feet North of the South line of said line of said railway for a distance of 577.5 feet; thence South 88°17'53" East along the centerline of said Section 4 for a distance of 1238 feet; thence South 88°17'53" East along the centerline of Quilceda Creek; thence Southeastly along said centerline for a distance of 520.0 feet more or less; thence South 75°23'10.3" West for a distance of 253.0 feet more or less; thence South 37°00'46" West for a distance of 82.44 feet; thence North 86°42'07" West for a distance of 146.16 feet; thence North 11°30'12" West for a distance of 152.32 feet; thence North 142°07" East for a distance of 140.00 feet; thence North 152.32 feet; thence South 7°25'13" West for a distance of 141.64 feet; thence North 75°31'42" West for a distance of 116.49 feet; thence South 68°27'47" West for a distance of 75.01 feet; thence North 81°10'13" West for a distance of 146.57 feet; thence North for a distance of 52.50 feet to the true point of beginning.

### EASEMENTS AND RESTRICTIONS

An easement is hereby reserved for and granted to PUBLIC UTILITY DISTRICT NO. 1-0-P SNOHOMISH COUNTY and GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., their respective successors and assigns, under and upon the exterior 7 feet, parallel with and adjoining the street frontage of all lots in which to install, construct, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric and telephone lines, together with the right to enter upon the lots at all times for the purposes hereof, and adjoining all lots, each lot is subject to an easement 2.5 feet in width, parallel with all rear lot lines, for purposes of electric and telephone lines. No lines or wires for the transmission of electric current or telephone messages and utility signals or other purposes, shall be placed or permitted to be placed upon any lot or buildings thereon unless the same shall be underground or in a conduit attached to the building.

### PLAT RESTRICTIONS

No further subdivision of any lot without resubmitting for formal plat procedure.

**DEDICATION**  
I, **WAVY HILL MEN** BY THESE PRESENTS that we, the undersigned owners in fee simple of the land hereby platted, and we hereby declare this plat and dedicate to the public forever all roads and ways shown hereon to be contiguous to the lots, to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon.

Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way, or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

**CLARENCE J. SAUTER**  
**MARY K. SAUTER**  
**JESS A. DARLING**  
**NORMA J. DARLING**  
**C. GEORGE KLEIN**  
**MARVIN F. KLEIN**  
**EVERETT F. WEAVER**  
BY **Robert Turner**  
**JOSEPHINE J. SAUNDERS**  
**R. SCOTT TURNER**  
**CAROL J. TURNER**  
**EVERETT F. WEAVER**  
BY **Robert Turner**  
**JOSEPHINE J. SAUNDERS**  
**R. SCOTT TURNER**  
**CAROL J. TURNER**  
**EVERETT F. WEAVER**

STATE OF WASHINGTON ) ss.  
COUNTY OF SNOHOMISH )

On this 20th day of January, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CLARENCE J. SAUTER and MARY K. SAUTER**, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their 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 first written above.**  
*Josephine J. Saunders*  
NOTARY PUBLIC in and for the State of Washington, residing at *Sumner, WA*



STATE OF WASHINGTON ) ss.  
COUNTY OF SNOHOMISH )

On this 20th day of January, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JESS A. DARLING and NORMA J. DARLING**, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

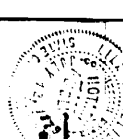
**Witness my hand and official seal hereto affixed the day and year first written above.**  
*Josephine J. Saunders*  
NOTARY PUBLIC in and for the State of Washington, residing at *Sumner, WA*



STATE OF WASHINGTON ) ss.  
COUNTY OF SNOHOMISH )

On this 19th day of January, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **R. SCOTT TURNER and CAROL J. TURNER**, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their 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 first written above.**  
*Josephine J. Saunders*  
NOTARY PUBLIC in and for the State of Washington, residing at *Sumner, WA*



**WHISPERING FIRS ESTATES**  
A PORTION OF SECTION 4, TWP. 30 N., R. 5 E., W.M.  
SNOHOMISH COUNTY, WASHINGTON

**TREASURER'S CERTIFICATE**  
I, KIRK SIEVERS, Treasurer of Snohomish County, Washington, do hereby certify that all taxes on the within described tract of land are fully paid up to and including the year of 1977.

KIRK SIEVERS  
Treasurer, Snohomish County  
Deputy: Snohomish County

**APPROVALS**  
I hereby certify that this plat complies with the conditions set forth by the Snohomish Planning Commission and is duly approved this 22<sup>nd</sup> day of FEBRUARY, 1977.  
GEORGE F. SHEPHERD, Secretary, Snohomish County Planning Commission

Examined and approved this 18<sup>th</sup> day of FEBRUARY, 1977.  
Arnold E. Weed  
Snohomish County Engineer

Examined and approved this 28<sup>th</sup> day of February, 1977.  
Chairman, Board of Commissioners

7702280311  
7702280311

RECORDING CERTIFICATE  
Filed for record at the request of D. K. T. S. on this 28 day of February, 1977, at 97 minutes past 2 o'clock P.M., and recorded in Volume 27 of Plats, pages 46 and 48, records of Snohomish County, Washington.  
Henry B. Whalen  
County Auditor

\$ 24.25

STATE OF WASHINGTON ) ss.  
COUNTY OF SNOHOMISH )  
On this 21<sup>st</sup> day of January, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the C. GEORGE KLEIN and MARIAN F. KLEIN, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their 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 first written above.  
Albert J. Levine  
NOTARY PUBLIC in and for the State of Washington, residing at Everett, WA



STATE OF WASHINGTON ) ss.  
COUNTY OF SNOHOMISH )  
On this 21<sup>st</sup> day of January, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the V. L. Johnson and Luthean K. Cooper, to me known to be the individuals who executed the foregoing instrument, and acknowledged the within dedication to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and I stated that they are authorized to execute the said instrument and affix the seal hereto affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.  
Jelle Galle  
NOTARY PUBLIC in and for the State of Washington, residing at Everett



STATE OF WASHINGTON ) ss.  
COUNTY OF SNOHOMISH )  
On this 21<sup>st</sup> day of January, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the W. J. Wilson and DEE DEE TRIBE, to me known to be the individuals who executed the foregoing instrument, and acknowledged the within dedication to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and affix the seal hereto affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.  
NOTARY PUBLIC in and for the State of Washington, residing at Everett



VOL. OF PAGE REC'D OF  
1977 MAY 1 1977

RESTRICTIONS RELATED TO USE OF LAND  
HEREINAFTER DESCRIBED

ELaine Klein, MARIAN F. KLEIN, STEPHEN C. SAUNDERS, JOSEPHINE SAUNDERS, R. SCOTT TURNER, CAROL J. TURNER, CLARENCE J. SAUTER, MARY SAUTER, JESS A. DARLING and NORMA J. DARLING and OLYMPIC BANK (mortgagee), the owners of all the real estate hereinafter described for the consideration of mutual benefits to be derived by them and their successors in ownership of the said real estate hereby impose upon and against said real estate the following restrictions, reservations and covenants hereinafter referred to as "Restrictions". Any use which the said owners may make of any of said real estate shall be in conformity with these restrictions and all sales of any portion of any or all of said real estate during the life of these restrictions shall be subject to such restrictions. The real estate referred to above is situate in the County of Snohomish, State of Washington and is further described as follows:

Lots One (1) through forty nine (49) inclusive Plat of Whispering Pines Estates

RESTRICTIONS

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height, and a private garage for as many cars as desired.

2. No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 (exclusive of 15% based upon cost levels prevailing on the date these covenants are recorded) it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages and basements, shall be not less than 1,200 square feet for a one-story dwelling, and for a dwelling of more than one story or split level there shall be a minimum of 1,200 square feet on the basic floor and a minimum of 1,700 square feet of living space on all floors.

3. As to Lots 1 through 49, inclusive, building setbacks will at least conform to county requirements.

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

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. From the time that the construction of any dwelling is commenced, the exterior finish and appearance of same must be complete within a period of nine months.

7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

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Vol 113 p 183

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk, cans or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No vehicles of any sort whether motor vehicles, passenger vehicles, commercial vehicles, or otherwise shall be stored upon any lot or repaired or worked upon on any lot, provided however, a passenger vehicle or vehicles used regularly by persons residing on such lots or by residents living upon any lot may be kept in the space provided for such vehicle upon a lot and minor repairs made thereto so long as such vehicles are not incapacitated or inoperable for more than 14 continuous days, and provided recreational vehicles such as motor homes, boats, trailers, etc., may be stored in the area behind the rear line of the residence.

10. No sign of any kind shall be displayed to the public view on any lot except the professional sign of not more than 1 square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. Easements for utilities and drainage are reserved over a 2-1/2 foot wide strip along each side of interior and rear lot lines and upon the exterior 7 feet parallel with and adjoining the street frontage of all lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

13. No building (including detached structures) shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall.

14. The Architectural Control Committee is composed of R. Scott Turner, Stephen C. Saunders, Clarence J. Sauter and Jess A. Darling, 2721 Wetmore Avenue, Everett, Washington. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded, written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The above covenants are to run with the land and shall be binding upon all parties and persons owning, leasing or using said lots for a period of twenty-five years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots affected by this agreement it is agreed to change or cancel said covenants in whole or in part. At any time during the life of these restrictions the restrictions can be amended or changed by a majority vote of the lot owners.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

Dated February 9, 1977

George Klein  
George Klein  
Marian F. Klein  
Marian F. Klein  
Robert Turner  
Robert Turner  
Carol T. Turner  
Carol T. Turner  
Jesse K. Darling  
Jesse K. Darling


Stephen F. Saunders  
Stephen F. Saunders  
Josephine J. Saunders  
Josephine J. Saunders  
Clarence I. Sauter  
Clarence I. Sauter  
Mary K. Sauter  
Mary K. Sauter  
Norma J. Darling  
Norma J. Darling

OLYMPIC BANK  
by [Signature]  
JP

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS

On this 9th day of February, 1977 before me personally appeared R. C. WILBERT and \_\_\_\_\_, to me known to be the Vice President and \_\_\_\_\_, respectively, of OLYMPIC BANK, the corporation that executed the 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 they were authorized to execute the said instrument and that the seal affixed (if any) 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.

[Signature]  
Notary Public in and for the State of  
Washington, residing \_\_\_\_\_  


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7705848314



STATE OF WASHINGTON ) ss

COUNTY OF SNOHOMISH )

On this 10th day of February 1977 before me personally appeared GEORGE ELLIN and MARIAN F. ELLIN, R. SCOTT TURNER CAROL L. TURNER, BESS A. DARLING STEPHEN C. SAUNDERS JOSEPHINE SAUNDERS CLARENCE SAUTER MARY K. SAUTER and NORMA I. DARLING to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned

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

*Scotty Egan*  
Notary Public in and for the State  
of Washington residing at  
Snohomish



9411160096

Apr 15, 1994

13'

I, Loree S. Parker, Acting on Behalf  
of the Architectural Control Committee, Whispering  
Firs Estates do hereby submit these REVISED  
RESTRICTIONS, Whispering Firs Estates for  
Recording in Snohomish County.  
REVISED Auditor File Number 7705046334

Loree S. Parker  
12522 45th Dr NE  
Marysville, WA 98271

BOB TERWILLIGER, AUDITOR  
SNOHOMISH COUNTY, WA

94 APR 16 AM 1:38

RECORDED

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that  
Loree S. Parker is the person who appeared before me,  
and said person acknowledged that (he/she) signed this  
instrument and acknowledged it to be (his/her) free and  
voluntary act for the uses and purposes mentioned in the  
instrument.

Dated: 11-14-94

Kimberly Hanson

**KIMBERLY HANSON**

Notary Public for State of Washington  
appointment expires 3-9-98



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WHISPERING FIRS ESTATES

November 15, 1994

TO WHOM IT MAY CONCERN

We, the members of the Architectural Control Committee of Whispering Firs Estates, having been duly elected by a majority of the homeowners of Whispering Firs Estates, hereby authorize Mr. Loree Parker, a member of this committee to act on our behalf in the registering and recording the Revised Restrictions governing Whispering Firs Estates. These Revised Restrictions were approved by the majority of the homeowners as evidenced by their signatures contained in the attached signature of approval petition dated June 2, 1994.

Signed:

*Toni D. Bartley*  
Toni D. Bartley  
4815 126th Pl NE  
Marysville, Wa 98271

*Fred Byeman*  
Fred Byeman  
12407 48th Dr NE  
Marysville, Wa 98271

*Bruce Christopher*  
Bruce Christopher  
12508 46th Dr NE  
Marysville, Wa 98271

*Jon Erickson*  
Jon Erickson  
12428 46th Dr NE  
Marysville, Wa 98271

*Mark W. Johnson*  
Mark W. Johnson  
12433 48th Dr NE  
Marysville, Wa 98271

*Richard G. Walker*  
Richard G. Walker  
4802 126th PL NE  
Marysville, Wa 98271

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## Revised Restrictions

1. No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height, and a private garage for as many cars as desired. Detached structures such as green houses, garden sheds, gazebos, pool houses, etc. may also be erected.
2. No dwelling shall be erected on any lot of less than the mean average evaluation of properties in the area (exclusive of land) based upon cost levels prevailing on the date of construction. It is the intention and purpose of the covenants to assure all dwellings shall be of a quality of workmanship and materials are equal to or better than that which currently exists in Whispering Firs Estates. The ground floor area of the main structure exclusive of one story open porches and garages and basements, shall be not less than 1,200 square feet for a one story dwelling, and for a dwelling of more than one story or split level, there shall be a minimum of 1,200 square feet on the basic floor and a minimum of 1,700 square feet of living space on all floors.
3. As to lots 1 through 49, inclusive, building setbacks will at least conform to county requirements.
4. No noxious or offensive activity shall be carried out upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the immediate neighborhood.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.
6. From the time the construction, remodeling, or alteration of any structure is commenced, the exterior finish and appearance of same must be completed within a period of nine (9) months.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Dogs are to be kept on a leash, in the home owner's yard or under voice control and in sight of the owner. Owners of cats will act responsibly so the animal will not become a nuisance to neighbors. All other household exotic animals must be kept in the house or caged when outside.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, junk, or other waste materials shall not be kept except in a clean and sanitary container.
9. Only passenger type vehicles to include trucks no longer than twenty five (25) feet in length may be kept by residents in the space provided for such vehicles (driveways). No vehicle that is incapacitated or under repair may be parked or stored in public view for a period of more than fourteen (14) consecutive days. Recreational vehicles such as motor homes, campers, boats, trailers, commercial vehicles, etc. are not to be parked or stored in front of residences. Every effort will be made to park or store such vehicles to the rear or side of the property as far back as possible. Recreational vehicles may be parked in front of a residence for loading and unloading purposes.
10. No sign of any kind shall be displayed to the public view on any lot for a period of more than thirty (30) days except for professional signs advertising the property for sale or rent. Owner name or address signs are exempt.
11. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
12. Residents are requested to maintain their yards in an acceptable manner. This includes mowing the grass and control of all other vegetation.

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13. Easements for utilities and drainage are reserved over a two and a half (2 1/2) foot wide strip along each side of interior and rear lot lines and upon the exterior seven (7) feet parallel with and adjoining the street frontage of all lots. Within these easements no structure, planting, or other material shall be placed or permitted or remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.
14. No building (including detached structures) shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, the harmony of external design with existing structures and as to location with respect to topography and finish grade level.
15. Any change of color or exterior finish of any structure must be in harmony with existing structures and the surrounding neighborhood.
16. No fence, wall, or hedge shall be erected, placed, or altered on any lot nearer to any street than the front line of the building, except that nothing shall prevent the erection of a necessary retaining wall. It is the intent and purpose of this restriction to keep an open frontal area of all residences.
17. The Architectural Control Committee is composed of Toni Bartley, Fred Byeman, Bruce Christopher, Jon Erickson, Mark Johnson, Lorrie Parker, and Dick Walker having been duly elected by a majority of the homeowners. All members are current homeowners and residents of Whispering Firs Estates. Members of this committee must be homeowners and residents of Whispering Firs Estates. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.
18. The above covenants are to run with the land and shall be binding upon all parties and persons owning, leasing, or using said lots for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless by a majority of the then owners of the lots affected by this agreement it is agreed to change or cancel said covenants in whole or in part. At any time during the life of these restrictions, the restrictions can be amended or changed by a majority vote of the lot owners.
19. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
20. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated May 31, 1994

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**WHISPERING FIRS ESTATES  
RESTRICTIONS RELATED TO USE OF LAND**

June 2, 1994

We, the current, recorded, home owners of Lots 1 through 49, Whispering Firs Estates approve the Revised Restrictions to Use of Land, Whispering Firs Estates, which replaces paragraphs one (1) through seventeen (17) of the original Restrictions to Use for Land, dated February 9, 1977.

Signature of Approval

<u>Printed name</u>	<u>Signature</u>	<u>Address</u>
Loree S. Parker	<i>Loree S. Parker</i>	12522 45TH DR NE
Donald A. Miller	<i>Donald A. Miller</i>	4531 124 PL NE
Jerry Shafet	<i>Jerry Shafet</i>	4811 124 PL NE
John R. Bell	<i>John R. Bell</i>	4715 126th ST NE
Diana Robinson	<i>Diana Robinson</i>	4729 124th PL NE
LOIS CARLSON	<i>Lois Carlson</i>	12523 48 DR NE
Sandy Lane	<i>Sandy Lane</i>	4831 126th PL NE
JOHN ERICKSON	<i>John Erickson</i>	12428 - 46TH DR NE
WILLIAM I HOORS	<i>William I Hoors</i>	4811 - 124 PL NE
WARREN H MARTIN	<i>Warren H Martin</i>	12506 48th DR NE
PHILIPSON LIAN	<i>Philipson Lian</i>	12623 - 45th DR NE
RICHARD G. WALKER	<i>Richard G Walker</i>	4802 126th PL NE
Richard Roduvz	<i>Richard Roduvz</i>	12420 45 DR NE

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WHISPERING FIRS ESTATES

RESTRICTIONS RELATED TO USE OF LAND

June 2, 1994

We, the current, recorded, home owners of Lots 1 through 49, Whispering Firs Estates approve the Revised Restrictions to Use of Land, Whispering Firs Estates, which replaces paragraphs one (1) through seventeen (17) of the original Restrictions to Use for Land, dated February 9, 1977.

Signature of Approval

<u>Printed name</u>	<u>Signature</u>	<u>Address</u>
FRED BYEMAN	<i>[Signature]</i>	12407-48th DR NE.
Bruce Christopher	<i>[Signature]</i>	12508 46th DR NE.
RICKIE B. MILLER	<i>[Signature]</i>	12428 45th DR NE
MARK W. JOHNSON	<i>[Signature]</i>	12433 48th DR NE.
Toni D. Bartley	<i>[Signature]</i>	4815-126th PL NE
Ronald E. Friesen	<i>[Signature]</i>	4714 124th PL NE.
Harlean Roquette	<i>[Signature]</i>	4713 124th PL NE
Lee Wilson	<i>[Signature]</i>	4728 124th PL NE
James R. Thompson	<i>[Signature]</i>	12421 48th Dr. N.E.

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WHISPERING FIRS ESTATES  
RESTRICTIONS RELATED TO USE OF LAND

June 2, 1994

We, the current, recorded, home owners of Lots 1 through 49, Whispering Firs Estates approve the Revised Restrictions to Use of Land, Whispering Firs Estates, which replaces paragraphs one (1) through seventeen (17) of the original Restrictions to Use for Land, dated February 9, 1977.

Signature of Approval

<u>Printed name</u>	<u>Signature</u>	<u>Address</u>
SCOTT BUTLER	<i>[Signature]</i>	12509 - 45 <sup>th</sup> DR
Julie LaMascus	<i>[Signature]</i>	12604 - 48 <sup>th</sup> Dr. N.E.
Pat Kuk	<i>[Signature]</i>	4723 126 <sup>th</sup> St NE
Jim Tharp	<i>[Signature]</i>	4728 126 <sup>th</sup> St NE
Samantha Gamba	<i>[Signature]</i>	4716 126 <sup>th</sup> St NE
LAITH SHALAD	<i>[Signature]</i>	12518 48 <sup>th</sup> NE
Hildred Piel	<i>[Signature]</i>	12531 48 <sup>th</sup> DR NE

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7809190181

ANNEXATION COVENANT

THE UNDERSIGNED, being the owners of the following described real property located in Snohomish, County, Washington:

*Lot 4 - Wharfing Fish Estate  
12428 45<sup>th</sup> Dr N*

do hereby irrevocably declare their intention to annex the above-described property to the City of Marysville, and to petition for and consent to such annexation immediately upon the City limits of said City becoming contiguous with the above-described property. This annexation covenant shall be and remain binding upon the undersigned owners, and each of them, and their heirs, successors and assigns, and shall be construed as a covenant running with the above-described property in perpetuity, or until said property is annexed to the City of Marysville.

This annexation covenant is given for and in consideration of the agreement of the City of Marysville to connect the above-described property to City water or sewer utilities. Further, it is given pursuant to Ordinance No. 887 passed by the City Council of the City of Marysville on the 26th day of January, 1976

DATED this 24 day of May, 1978.

*[Signature]*  
\_\_\_\_\_

OWNERS

STATE OF WASHINGTON)  
ss.  
COUNTY OF SNOHOMISH)

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

Given under my hand and official seal this 24 day of May, 1978.

*[Signature]*  
NOTARY PUBLIC in and for the State of Washington, Residing at *[Address]*

Annexation Covenant

VN 1382 COPY 419

7809190181



202203230142

DEED OF TRUST

Rec: \$224.50

3/23/2022 9:31 AM 1 of 21

SNOHOMISH COUNTY, WA

Electronically Recorded

RETURN ADDRESS:

Document Control  
North American Savings Bank, FSB  
903 E 104th St, Suite 400  
Kansas City MO 64131

Please print or type information

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): DEED OF TRUST

07-182597

Grantor(s) (Last name, first name, initials)

Bazara, Walid  
Bazara, Mohamad  
Bazara, Ahmad  
Bazara, Emtisal

Grantees

OLD REPUBLIC TITLE LTD

North American Savings Bank, FSB  
Mortgage Electronic Registration Systems (solely as  
nominee for North American Savings Bank, FSB)

21122450

Trustee: Old Republic Title, Ltd.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range): Lot: 10, Sub: Whispering Firs Estates, Vol. 37, Pgs 46-48, Sno. Co.

The full legal description is on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number: 006557-000-010-00

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



\* V P K C M P S D L 6 0 5 4 . 1 1 4 6 2 6 0 2 4 \*

## AFTER RECORDING RETURN TO:

Document Control  
 North American Savings Bank, FSB  
 903 E 104th St, Suite 400  
 Kansas City MO 64131

(Space Above This Line For Recording Data)

LOAN NUMBER: 114626024  
 MIN: 100094221146260242

**DEED OF TRUST**

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

- (A) **"Security Instrument"** means this document, which is dated March 21, 2022, together with all Riders to this document.
- (B) **"Borrower"** is Walid Bazara, a married man, as his separate estate, whose address is 8802 8th Ave W, Everett, Washington 98204, Ahmad Bazara, whose address is 8802 8th Ave W, Everett, Washington 98204, and Emtisal Bazara, a married couple, whose address is 8802 8th Ave W, Everett, Washington 98204, and Mohamad Bazara, a single person, whose address is 8802 8th Ave W, Everett, Washington 98204, who is/are the trustor(s) under this Security Instrument.
- (C) **"Lender"** is North American Savings Bank, FSB. Lender is a Corporation organized and existing under the laws of the State of Missouri. Lender's address is 12498 South 71 Highway, Grandview, Missouri 64030.
- (D) **"Trustee"** is Old Republic Title Ltd.
- (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.
- (F) **"Note"** means the promissory note signed by Borrower and dated March 21, 2022. The Note states that Borrower owes Lender Six Hundred Forty-two Thousand Seven Hundred Fifty and 00/100 Dollars (U.S. \$642,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2052.
- (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 the Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider     |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> MERS Rider |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify]:   |



- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of the 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.** The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of Snohomish:

Address: 12508 45th Dr NE, Marysville, Washington 98271  
Legal Description: SEE ATTACHED LEGAL DESCRIPTION  
Parcel ID/Sidwell Number: 006557-000-010-00

("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, 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, releasing and canceling this Security Instrument.



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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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



3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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



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

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

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

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and



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

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

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

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.





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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount



and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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



by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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



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

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

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

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

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



Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.
18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

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

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to



Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary,



Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.
24. **Substitute Trustee.** In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.
25. **Use of Property.** The Property is not used principally for agricultural purposes.



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 FOREBEAR 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 all pages of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.**

[Signature] 3-21-22  
Walid Bazara Date

WB [Signature] 3/21/22  
Ahmad Ahmed Bazara Date

[Signature] 3/21/2022  
Mohammed Bazara Date

WB [Signature] 3/21/22  
Entisar Bazara Date

WB  
Emtisal

MB  
Mohamad





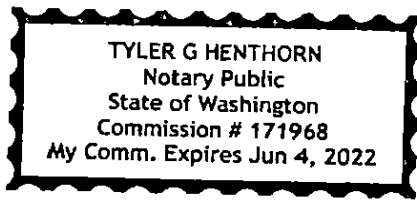
INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )  
COUNTY OF SNOHOMISH )

On this day personally appeared before me Walid Bazara, Ahmed Bazara, Entisal Bazara, and Mohammed Bazara, \_\_\_\_\_ to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 21st day of March, 2022.

My commission expires: JUNE 04, 2022  
KING COUNTY, in and  
for the state of Washington, residing at  
SEATTLE WASHINGTON

TYLER G HENTHORN



(Official Seal)

LOAN ORIGINATOR COMPANY NAME: North American Savings Bank, FSB  
NMLS COMPANY IDENTIFIER: 400039  
LOAN ORIGINATOR NAME: Tina Guerra  
NMLS ORIGINATOR IDENTIFIER: 465979

THIS INSTRUMENT PREPARED BY:  
North American Savings Bank, FSB  
Renee Knoch  
Closer  
903 E 104th St, Suite 400  
Kansas City, MO 64131



**ORDER NO. : 5207182597**

**EXHIBIT A**

The land referred to is situated in the County of Snohomish, City of Marysville, State of Washington, and is described as follows:

Lot 10, WHISPERING FIRS ESTATES, according to the plat thereof recorded in Volume 37 of Plats, pages 46 through 48, inclusive, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington

Property Address: 12508 45th Drive Northeast, Marysville, WA 98271

**ABBREVIATED LEGAL**

Lot 10, WHISPERING FIRS ESTATES, Volume 37, pages 46 through 48, inclusive, Snohomish County, Washington

Tax Account No. 006557-000-010-00

NMLS COMPANY IDENTIFIER: 400039  
NMLS ORIGINATOR IDENTIFIER: 465979

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 21st day of March, 2022, 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 North American Savings Bank, FSB ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

12508 45th Dr NE, Marysville, Washington 98271

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 North American Savings Bank, FSB. Lender is a Corporation organized and existing under the laws of the State of Missouri. Lender's address is 12498 South 71 Highway, Grandview, Missouri 64030. 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.

**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 of Snohomish:

Address: 12508 45th Dr NE, Marysville, Washington 98271  
Legal Description: SEE ATTACHED LEGAL DESCRIPTION  
Parcel ID/Sidwell Number: 006557-000-010-00

("Property Address").



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

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

#### C. NOTICES

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

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

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security



Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

E. SUBSTITUTE TRUSTEE

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

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

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

[Signature] 3-21-22  
Walid Bazara Date

wB [Signature] 3/21/22  
Ahmed Bazara Date

MB [Signature] 03/21/2022  
Mohammed Bazara Date

wB [Signature] 3/21/22  
Entisar Bazara Date

wB Entisar

THIS INSTRUMENT PREPARED BY:  
North American Savings Bank, FSB  
Renee Knoch  
Closer  
903 E 104th St, Suite 400  
Kansas City, MO 64131



**ORDER NO. : 5207182597**

**EXHIBIT A**

The land referred to is situated in the County of Snohomish, City of Marysville, State of Washington, and is described as follows:

Lot 10, WHISPERING FIRS ESTATES, according to the plat thereof recorded in Volume 37 of Plats, pages 46 through 48, inclusive, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington

Property Address: 12508 45th Drive Northeast, Marysville, WA 98271

**ABBREVIATED LEGAL**

Lot 10, WHISPERING FIRS ESTATES, Volume 37, pages 46 through 48, inclusive, Snohomish County, Washington

Tax Account No. 006557-000-010-00



202203230141

DEEDS (EXCEPT QCDS)

Rec: \$205.50

3/23/2022 9:31 AM 1 of 3

SNOHOMISH COUNTY, WA

Electronically Recorded

Thank you for your payment.  
E183099 \$15,961.60  
AMANDA F. 03/23/2022

When recorded return to:

Walid Bazara, Mohamed Bazara, Ahmad Bazara  
12508 45th Drive NE  
Marysville, WA 98271

**STATUTORY WARRANTY DEED**

3/20/22

**THE GRANTOR(S)** Michael Jerome Fee, a single person

OLD REPUBLIC TITLE LTD

for and in consideration of \$10.00 and other good and valuable consideration

07-182597

in hand paid, conveys, and warrants to Walid Bazara, a married man, as his separate estate and Ahmad Bazara and Emtisa Bazara, a married couple and Mohamad. Bazara, a single person

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

Lot 10, WHISPERING FIRS ESTATES, according to the plat thereof recorded in Volume 37 of Plats, pages 46 through 48, inclusive, records of Snohomish County, Washington. SITUATE in the County of Snohomish, State of Washington

Subject to rights, reservations, restrictions, covenants, declarations, Agreements, and easements of record as set forth in exhibit A attached Hereto and made a part hereof

Abbreviated Legal: Lot 10, Whispering Firs Estates, Volume 37, pages 46 through 48, inclusive, Snohomish County, Washington

Tax Parcel Number(s): 006557-000-010-00

EXHIBIT A

Covenants, Conditions, Restrictions, Limitations, Easements, Assessments, Reservations, Exceptions, Terms, Liens or Charges, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument. Recorded : May 4, 1977 in Official Records under Recording Number 7705040334 Modification thereof, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. Recorded : November 16, 1994 in Official Records under Recording Number 9411160096

Terms and provisions as contained in an instrument, Entitled : Annexation Covenant Recorded : September 19, 1978 in Official Records under Recording Number 7809190181

Covenants, conditions, restrictions, easements, provisions dedications and matters delineated or disclosed by the plat of Whispering Firs Estates; Refer to the plat for full particulars. And recorded February 28, 1977 in Official Records under Recording Number 7702280311

Assessments that may be levied, as follows: For/By : Whispering Firs Estates Homeowners' Association



Dated: March 17, 2022

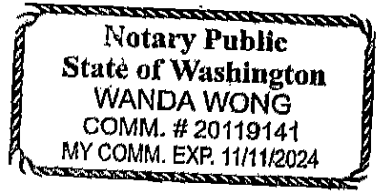
Michael Jerome Fee  
Michael Jerome Fee

State of Washington  
County of ~~King~~ <sup>WA</sup> Snohomish

This record was acknowledged before me on 3/18/2022 by Michael Jerome Fee.

Wanda Wong  
Notary Public

My commission expires: 11-11-2024





202203230143

QUIT CLAIM DEED

Rec: \$205.50

3/23/2022 9:31 AM 1 of 3

SNOHOMISH COUNTY, WA

Electronically Recorded

When recorded return to:  
Adiba Dadikhi and Walid Bazara  
8802 8th Ave W  
Everett, WA 98204

Thank you for your payment.  
E183100 \$10.00  
AMANDA F. 03/23/2022

**QUIT CLAIM DEED**

**THE GRANTOR(S)** Adiba Dadikhi, a married person

3/205.50  
OLD REPUBLIC TITLE LTD

for and in consideration of to establish separate property

07-182597

in hand paid, conveys and quit claims to Walid Bazara, a married person

the following described real estate, situated in the County of Snohomish, State of Washington together with all after acquired title of the Grantor(s) herein:

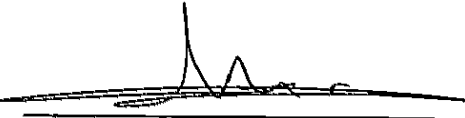
Lot 10, WHISPERING FIRS ESTATES, according to the plat thereof recorded in Volume 37 of Plats, pages 46 through 48, inclusive, records of Snohomish County, Washington.  
SITUATE in the County of Snohomish, State of Washington

Abbreviated Legal: Lot 10, Whispering Firs Estates, Volume 37, pages 46 through 48, inclusive, Snohomish County, Washington

Tax Parcel Number(s): 006557-000-010-00


Dated: March 17, 2022

  
\_\_\_\_\_  
Adiba Dadikhi

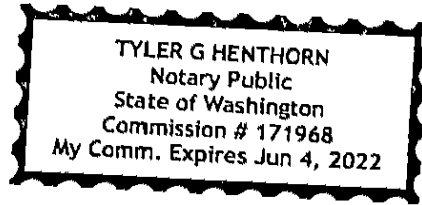
  
\_\_\_\_\_  
Walid Bazara

State of Washington  
County of King

This record was acknowledged before me on MARCH 21, 2022 by Adiba Dadikhi and Walid Bazara.

  
\_\_\_\_\_  
Notary Public

My commission expires: JUNE 04, 2022



**ORDER NO. : 5207182597**

**EXHIBIT A**

The land referred to is situated in the County of Snohomish, City of Marysville, State of Washington, and is described as follows:

Lot 10, WHISPERING FIRS ESTATES, according to the plat thereof recorded in Volume 37 of Plats, pages 46 through 48, inclusive, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington

Property Address: 12508 45th Drive Northeast, Marysville, WA 98271

**ABBREVIATED LEGAL**

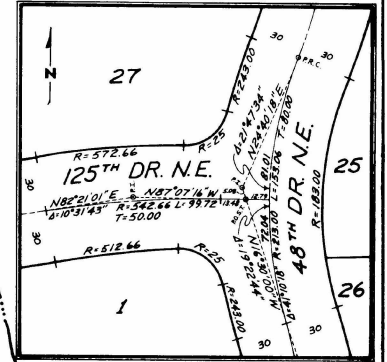
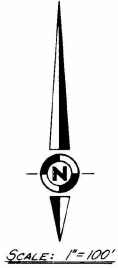
Lot 10, WHISPERING FIRS ESTATES, Volume 37, pages 46 through 48, inclusive, Snohomish County, Washington

Tax Account No. 006557-000-010-00

# WHISPERING FIRS ESTATES

A PORTION OF SECTION 4, TWP. 30 N., R. 5 E., W.M.  
SNOHOMISH COUNTY, WASHINGTON

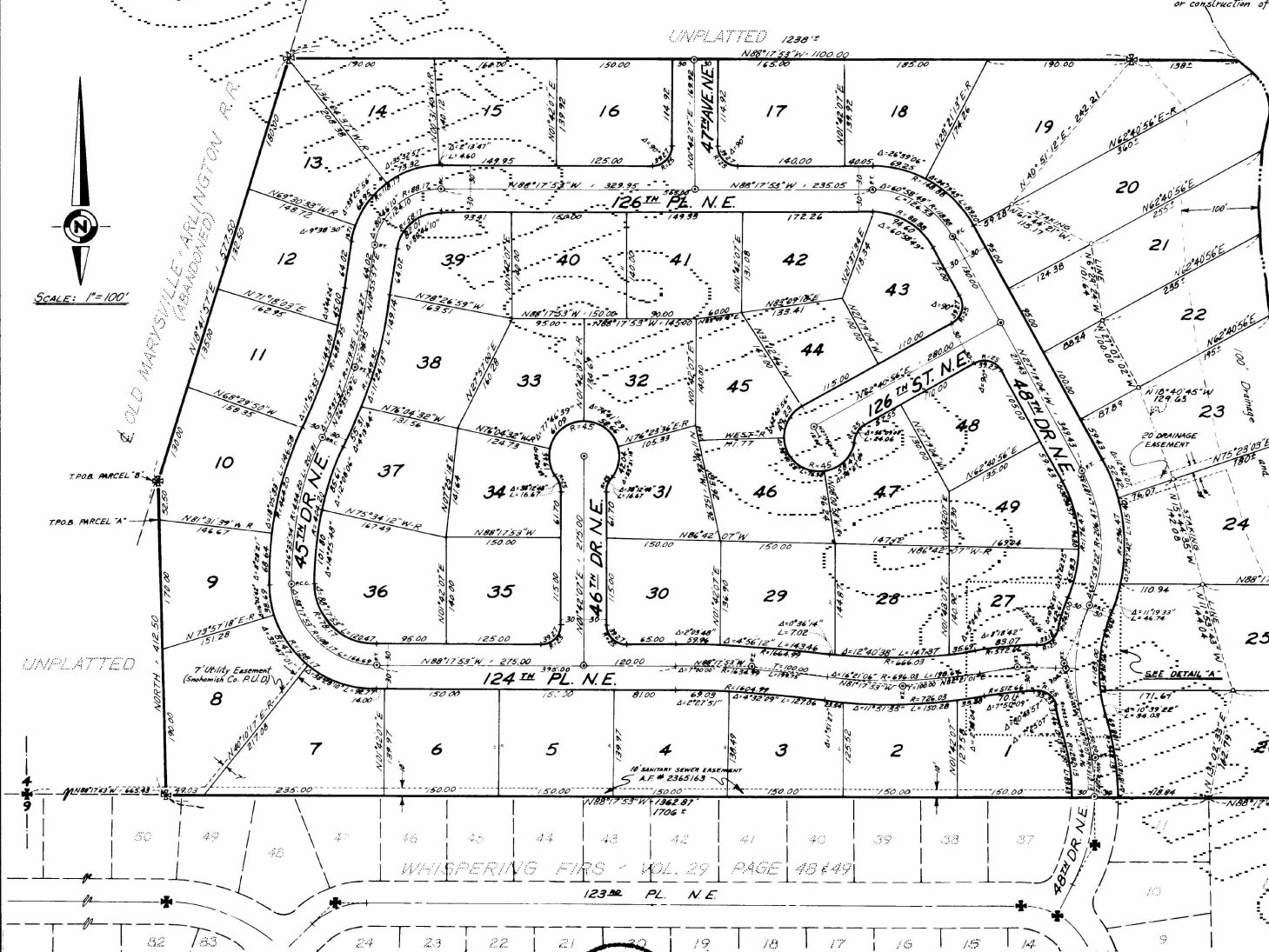
OPEN SPACE RESTRICTIONS  
The following is prohibited within the open space easement adjacent to Quilceda Creek on lots 19 thru 26: Land clearing, tree cutting, building or construction of any kind.



INTERSECTION DETAIL "A"  
SCALE: 1" = 50'

UNPLATTED

- Legend
- ✦ Concrete monument found
  - ✦ Concrete monument set
  - Brass monument found
  - Brass monument set
  - Iron rod found
  - Iron rod set



LAND SURVEYOR'S CERTIFICATE

I, John B. Friel, Professional Land Surveyor, do hereby certify that the Plat of Whispering Firs Estates is based on an actual survey and that the distances, courses and angles are shown thereon correctly and that monuments have been set and lot corners staked on the ground as shown on the plat.



*John B. Friel*  
John B. Friel, Professional Land Surveyor  
Certificate No. 10749

170228024

# WHISPERING FIRS ESTATES

A PORTION OF SECTION 4, TWP. 30 N., R. 5 E., W.M.  
SNOHOMISH COUNTY, WASHINGTON

### LEGAL DESCRIPTION

The plat of "Whispering Firs Estates" embraces a portion of the Southeast Quarter (SE 1/4) of Section 4, Township 30 North, Range 5 East, W.M., Snohomish County, Washington, described as follows under Parcel A and Parcel B:

**PARCEL A:** Beginning at the intersections of the centerline of the former right-of-way of The Marysville and Arlington Railway and a point 412.5 feet North of the South line of said Section 4; thence South for a distance of 52.50 feet to the true point of beginning; thence South 81°31'39" East for a distance of 146.67 feet; thence North 64°27'47" East for a distance of 75.01 feet; thence South 75°31'12" East for a distance of 167.49 feet; thence North 7°25'13" East for a distance of 141.64 feet; thence North 27°57'00" East for a distance of 160.28 feet; thence South 86°42'07" East for a distance of 240.00 feet; thence South 1°42'07" West for a distance of 140.00 feet; thence South 11°30'26" East for a distance of 152.92 feet; thence South 86°42'07" East for a distance of 466.16 feet; thence North 37°00'46" East for a distance of 87.44 feet; thence North 75°23'03" East for a distance of 253.0 feet more or less to the centerline of Quilceda Creek; thence Southeasterly along said centerline for a distance of 530.0 feet more or less to a point on the South line of said Section 4; thence North 88°17'53" West along the South line of said Section 4 for a distance of 1706.0 feet more or less; thence North 360.0 feet to the true point of beginning.

**PARCEL B:** Beginning at the intersection of the centerline of the former right-of-way of The Marysville-Arlington railway and a point 412.5 feet North of the South line of said Section 4, and the true point of beginning; thence North 88°17'53" East along the centerline of said railway for a distance of 577.5 feet; thence South 88°17'53" East on a line parallel to the South line of said Section 4 for a distance of 1238 feet more or less to the centerline of Quilceda Creek; thence Southeasterly along said centerline for a distance of 520.0 feet more or less; thence South 75°23'03" West for a distance of 253.0 feet more or less; thence South 37°00'46" West for a distance of 87.44 feet; thence North 86°42'07" West for a distance of 466.16 feet; thence North 11°30'26" West for a distance of 152.92 feet; thence North 1°42'07" East for a distance of 140.00 feet; thence North 83°17'53" West for a distance of 240.00 feet; thence South 27°57'00" West for a distance of 160.28 feet; thence North 7°25'13" West for a distance of 141.64 feet; thence North 75°31'12" West for a distance of 167.49 feet; thence South 64°27'47" West for a distance of 75.01 feet; thence North 81°31'39" West for a distance of 146.67 feet; thence North for a distance of 52.50 feet to the true point of beginning.

### EASEMENTS AND RESTRICTIONS

An easement is hereby reserved for and granted to PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY and GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.; their respective successors and assigns, under and upon the exterior 7 feet, parallel with and adjoining the street frontage of all lots in which to install, construct, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes herein stated. Also, each lot is subject to an easement 2.5 feet in width, parallel with and adjoining all interior lot lines, and 5 feet in width, parallel with and adjoining all rear lot lines, for purposes of drainage and utilities. No lines or wires for the transmission of electric current or telephone use, CATV, fire or police signals or other purposes, shall be placed or permitted to be placed upon any lot outside the buildings thereon unless the same shall be underground or in conduit attached to the building.

### PLAT REQUIREMENTS

No further subdivision of any lot without resubmitting for formal plat procedure.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned owners in fee simple of the land hereby platted, do hereby declare this plat and dedicate to the public forever all roads and ways shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon.

Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way, or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

Clarence J. Sauter  
CLARENCE J. SAUTER

Mary K. Sauter  
MARY K. SAUTER

Jess A. Darling  
JESS A. DARLING

Norma J. Darling  
NORMA J. DARLING

C. George Klein  
C. GEORGE KLEIN

Marian F. Klein  
MARIAN F. KLEIN

Stephen C. Saunders  
STEPHEN C. SAUNDERS

Josephine J. Saunders  
JOSEPHINE J. SAUNDERS

Robert Turner  
R. SCOTT TURNER

Carol J. Turner  
CAROL J. TURNER

PIONEER FIRST FEDERAL SAVINGS & LOAN  
By T. L. Johnson U.P.  
Guthrie L. Cooper  
Corp. Secretary

EVERETT TRUST SAVINGS BANK  
By R. H. Wilson U.P.  
R. H. Wilson AYP

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this 20th day of JANUARY, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CLARENCE J. SAUTER and MARY K. SAUTER, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Shirley C. Switzer  
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish



STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this 20th day of JANUARY, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JESS A. DARLING and NORMA J. DARLING, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Shirley C. Switzer  
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish



STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this 20th day of JANUARY, 1977, before me personally appeared STEPHEN C. SAUNDERS, to me known to be the individual described in and who executed the foregoing instrument for himself, and also as Attorney in fact for JOSEPHINE J. SAUNDERS and acknowledged that he signed and sealed the same as his free and voluntary act and deed for himself and also as her free and voluntary act and deed as Attorney in fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane.

Shirley C. Switzer  
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish



STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this 18 day of JANUARY, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. SCOTT TURNER and CAROL J. TURNER, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Shirley C. Switzer  
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish



**WHISPERING FIRS ESTATES**  
A PORTION OF SECTION 4, TWP. 30 N., R. 5 E., W.M.  
SNOHOMISH COUNTY, WASHINGTON

**TREASURER'S CERTIFICATE**

I, Kirke Sievers, Treasurer of Snohomish County, Washington, do hereby certify that all taxes on the within described tract of land are fully paid up to and including the year of 1976.

KIRKE SIEVERS  
Treasurer, Snohomish County

Don Anderson  
Deputy, Snohomish County

**APPROVALS**

I hereby certify that this plat complies with the conditions set forth by the Snohomish Planning Commission and is duly approved this 22<sup>nd</sup> day of FEBRUARY, 1977.

GEORGE F. SHERWIN JR. by Don Anderson  
Secretary, Snohomish County Planning Commission

Examined and approved this 18<sup>th</sup> day of February, 1977.

Ronald E. Weed  
Snohomish County Engineer

Examined and approved this 28<sup>th</sup> day of February, 1977.

Charles Hill  
Chairman, Board of Commissioners

7702280311  
7702280311

**RECORDING CERTIFICATE**

Filed for record at the request of D. K. T. S. on this 28 day of February, 1977, at 37 minutes past 2 o'clock p.m., and recorded in Volume 37 of Plats, pages 46, 47 and 48, records of Snohomish County, Washington.

Henry B. Whalen  
County Auditor

Ronald Davidson  
Deputy County Auditor

\$ 2425

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this 28<sup>th</sup> day of January, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared C. GEORGE KLEIN and MARLAN F. KLEIN, to me known to be the individuals who executed the within dedication, and acknowledged to me that they signed and sealed the same as their 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 first written above.

Robert Bremton  
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish



STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this 28<sup>th</sup> day of January, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. H. Johnson and Luthean R. Cooper, to me known to be the Vice President and Corporate Secretary of PIONEER FIRST FEDERAL SAVINGS & LOAN, the Corporation that executed the foregoing instrument, and acknowledged the within dedication to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.  
WITNESS my hand and official seal hereto affixed the day and year first above written.

Nelle Gates  
NOTARY PUBLIC in and for the State of Washington, residing at Everett



STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this 30 day of DEC, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared P. L. WILSON and P. CARSON, to me known to be the VICE PRES. and ASST VICE PRES. of EVERETT TRUST & SAVINGS BANK, the Corporation that executed the foregoing instrument, and acknowledged the within dedication to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.  
WITNESS my hand and official seal hereto affixed the day and year first above written.

James J. Lynn  
NOTARY PUBLIC in and for the State of Washington, residing at Everett

