

# SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

**500146805c**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

## GUARANTEES

South Lake Ridge LLC

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

**Chicago Title Company of Washington**  
3002 Colby Ave., Suite 200  
Everett, WA 98201

Countersigned By:

Brent Aune  
Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Builder Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (866)827-8844 Main Phone: (425)259-8223 Email: evebuilder@ctt.com

**SCHEDULE A**

Liability	Premium	Tax
\$0.00	\$0.00	\$0.00

Effective Date: January 25, 2024 at 08:00 AM

The assurances referred to on the face page are:

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

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

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

Mark E. Minor and Gail L. Minor, husband and wife

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 005907-000-176-00**

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LOT 176, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE(S) 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THE NORTH 75 FEET OF LOT 187 AS MEASURED ALONG THE WEST LINE OF SAID LOT 187 ALL IN SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE(S) 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EXCEPT THE SOUTH 25.00 FEET OF THE NORTH 75.00 FEET OF THE EAST 50.00 FEET OF THE WEST 350.00 FEET AS MEASURED ALONG THE WEST LINE OF SAID LOT 187.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**SCHEDULE B**

## GENERAL EXCEPTIONS

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

**SCHEDULE B**  
(continued)

## SPECIAL EXCEPTIONS

1. No search has been made as to property taxes and assessments. Property taxes and assessments will be searched upon request.
2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Sunny Side Five Acre Tracts:

Recording No: 122901

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

Granted to: Present and Future Owners of Lot 176, Sunnyside Five Acre Tracts  
Purpose: Septic Tank and Water line  
Recording Date: March 29, 1979  
[Recording No.:](#) [7903290226](#)  
Affects: Portion of Said premises and includes other property

4. Agreement and the terms and conditions thereof:

Between: Public Utility District No. 1 of Snohomish County  
And: Owners of Lot 176  
Recording Date: May 18, 1979  
[Recording No.:](#) [7905180246](#)  
Regarding: Water utility agreement

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

Granted to: Public Utility District No. 1 of Snohomish County  
Purpose: Electric distribution lines and facilities and communication wires and cables  
Recording Date: July 5, 1979  
[Recording No.:](#) [7907050147](#)  
Affects: A 10 foot strip of land of Said premises

6. Affidavit of Boundary Line Adjustment 165-87 and the terms and conditions thereof:

Recording Date: September 16, 1987  
[Recording No.:](#) [8709160386](#)

7. City, county or local improvement district assessments, if any.

**SCHEDULE B**  
(continued)

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

Amount: \$227,000.00  
Dated: December 1, 2017  
Trustor/Grantor: Mark E. Minor and Gail L. Minor, husband and wife  
Trustee: Trustee Services, Inc.  
Beneficiary: Boeing Employees' Credit Union  
Loan Number: 2011584271  
Recording Date: December 19, 2017  
Recording No.: [201712190033](#)

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

9. The Company's liability for this report is limited to \$1,000.00. This report is based on the company's property records, and no liability is assumed for items misindexed or not indexed in the public records, or for matters which would be disclosed by an inquiry of the parties in possession or by an accurate survey or inspection of the premises. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of, or opinion as to the sufficiency or effect of the matter shown, or an opinion as to the marketability of title to the subject premises.

**END OF SCHEDULE B**

199911300249

When Recorded Return To

MARK E. MINOR  
GAIL L. MINOR  
8512 EAST SUNNYSIDE ROAD  
EVERETT, WA 98205



199911300249  
11/30/1999 11:52 AM  
P.0001 RECORDED  
Snohomish County

6206  
11/30/1999 11:27 AM  
No. 405567  
Thank you for your payment.  
TERESA

Escrow No 991373

LPB-10

**STATUTORY WARRANTY DEED**

CT668753  
Reference Numbers of related documents on page of document 8-  
Grantor(s) ALAN HEBERT and DARCY HEBERT Additional Names on page of document  
Grantee(s) MARK E. MINOR and GAIL L. MINOR Additional Names on page of document  
Legal Description (abbreviated) Full legal on page of document  
Assessor's Property Tax Parcel Account Number(s) 5907-000-176-0001

**THE GRANTOR ALAN HEBERT and DARCY HEBERT, HUSBAND AND WIFE**

for and in consideration of **the sum of Ten Dollars and other good and valuable consideration** in hand paid, conveys and warrants to **MARK E. MINOR and GAIL L. MINOR, HUSBAND AND WIFE**

the following described real estate, situated in the County of **SNOHOMISH**, State of Washington

LOT 176,  
TOGETHER WITH THE NORTH 75 FEET OF LOT 187 AS MEASURED ALONG THE WEST LINE OF SAID LOT 187 ALL IN SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,  
EXCEPT THE SOUTH 25 00 FEET OF THE NORTH 75 00 FEET OF THE EAST 50 00 FEET OF THE WEST 350 00 AS MEASURED ALONG THE WEST LINE OF SAID LOT 187  
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON  
Assessor's Property Tax Parcel Account Number(s) 5907-000-176-0001

**Subject to:**  
ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD  
Dated this **Nineteenth day of November, 1999**

*Alan E Hebert*  
ALAN HEBERT

*Darcy Hebert*  
DARCY HEBERT

\*\*\* LARRY O WATHNE \*\*\*  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
MY COMMISSION EXPIRES 9-08-01

**State of WASHINGTON**  
**County of SNOHOMISH** } ss

I certify that I know or have satisfactory evidence that ALAN HEBERT, and DARCY HEBERT is/are the person(s) who appeared before me, and said person(s) acknowledged that THEY signed this instrument and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in this instrument

DATED 11-22-99

*Larry O. Wathne*  
Larry O. Wathne  
Notary Public in and for the State of WASHINGTON,  
residing at Everett  
My appointment expires 9/8/01

7903290226  
 185000  
**NO SALES TAX REQUIRED**  
 MAR 23 1978  
**WARRANTY**  
 The undersigned Grantors, owners of that real estate described as follows:  
 Lot 176 Sunnyside Five Acre Tracts, according to plat thereof, recorded in Volume 7 of Plats, page 19, records of the Auditor of Snohomish County, State of Washington.  
 Do hereby grant and convey, to ALLEN & DANCY HESLER, and their heirs, successors and assigns, as owners of and for the benefit of the following described real estate in which the rights and privileges granted herein shall be appurtenant:  
 Lot 176 Sunnyside Five Acre Tracts, according to plat thereof, recorded in Volume 7 of Plats, page 19, records of the Auditor of Snohomish County, State of Washington.  
 The following rights and privileges:  
 1. Beginning at the SE corner of Lot 177 as described above, thence North 110 feet along the East line of Lot 177 to the true point of beginning; thence west 120 feet on a line subject to the South line of Lot 177, thence North 120 feet on a line parallel to the East line of Lot 177; thence East 120 feet on a line parallel to the South line of Lot 177 to the East line of Lot 177; thence South 100 feet along the East line of Lot 177 to the true point of beginning; the right and easement to construct, maintain, keep in repair and to do all other things necessary for the construction, maintenance and repair of a septic tank and septic service thereon for the benefit of Lot 176 as above described. Grantors and Grantee agree to cancel this right, privilege and easement at such time as the Snohomish Health District shall approve cancellation of same. Grantor shall make no use of the above described area which would interfere, in any manner, with its use by the Grantee for septic tank or septic service purposes.  
 2. Beginning at the SE corner of Lot 177 as described above and as the true point of beginning; thence West along the South line of said Lot 177 to the Southwest corner thereof; thence North 5 feet along the West line of Lot 177; thence East on the East line of Lot 177 on a line parallel to the South line of Lot 177; thence South 5 feet along the East line of Lot 177 to the SE corner of Lot 177 and the true point of beginning; an easement and right of way to construct, maintain and repair underground pipelines and/or mains for the purpose of conveying water over, under, across and through Lot 177 as described above and for the benefit of Lot 176 also as described above.

RECORDED  
 AND FILED IN  
 SNOHOMISH COUNTY  
 MAR 23 1978  
 GRANTORS: *Joseph D. Hesler*  
*Joseph D. Hesler*  
 ACCEPTED BY GRANTEE: *Allen & Dancy Hesler*  
 STATE OF WASHINGTON  
 County of Snohomish  
 I, *Paul E. Jones*, County Clerk of Snohomish County, do hereby certify that the foregoing instrument was personally appeared before me, Joseph D. Hesler and Dancy Hesler, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same of their free and voluntary will and intention for the purposes therein mentioned.  
 Witness my hand and official seal this 23rd day of March, 1978.  
 7903290226  
 Paul E. Jones  
 County Clerk of Snohomish County  
 My Office is located at the State of Washington  
 Building South of the State Capitol  
 Olympia, Washington 98501



7905180246

Prop. Pub  
Everett WA 98206 5<sup>th</sup>

No. 3

SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT NO. 1  
WATER UTILITY

PETITION FOR WATER SERVICE TO AREA NOT ABUTTING  
A DISTRICT WATER MAIN **NO SALES TAX  
REQUIRED**

TO: District Manager  
Snohomish County Public Utility  
District No. 1  
P. O. Box 1107  
Everett, Washington 98206

MAY 18 1979

DAVID BEYER, Snohomish County Treasurer  
*David Beyer*  
Deputy

We, the undersigned, being the owners of the following described property, to-wit:

Lot 176 Sunnyside Five Acre Tracts, according to plat thereof,  
recorded in Volume 7 of Plats, page 19, records of the Auditor  
of Snohomish County, State of Washington

which property does not abut a DISTRICT water main, do hereby apply to the DISTRICT for the privilege of making an interim connection to a water main of the DISTRICT, located at 8512 E. Sunnyside Rd., Everett and do hereby agree to:

1. Obtain and maintain all easements or property rights necessary for the interim connection.
2. Pay the standard meter connection charge and monthly water rate as established and amended from time to time by the DISTRICT for the interim connection.

Disconnect the interim connection when a DISTRICT water main is constructed which abuts said property and connect to the new water main within sixty (60) days of written notice by the DISTRICT; and pay all costs therefor including but not limited to the standard meter connection charge and applicable latecomer's fees.

RECORDED

MAY 18 AM 11:58

HENRY B. WALKER, AUDITOR  
SNOHOMISH COUNTY, WASHINGTON

7905180246

-1-

vol 1520 PAGE 616

4. Sign a petition for the formation of a Local Utility District (LUD) for water mains when such a petition has been prepared, and agree not to protest or object to such formation.
5. Hold the DISTRICT harmless for any water quality, quantity, or adequate pressure problems which may be caused as a result of the service being longer than 300 feet from the DISTRICT main.

The DISTRICT shall have the right to terminate water service to said property should the owners, successors, or assigns fail to comply with any of the above five (5) conditions.

This agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs and assigns forever.

DATED this 11th day of May, 19 79.

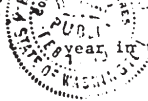
Alan E. Helbet  
Darryl J. Helbet

SNOHOMISH COUNTY PUBLIC UTILITY  
DISTRICT NO. 1

By: [Signature]  
Manager

STATE OF WASHINGTON) ss.  
County of Snohomish)

I, the undersigned, a Notary Public, do hereby certify  
that on this 11 day of May, 19 79, per-  
sonally appeared before me Alan Hebert  
do me known to be the individual  
described in and who executed the within instrument, and  
he acknowledged to me that he signed the same as his  
(and voluntary act and deed, for the uses and purposes  
therein mentioned.)



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

Suzanne Podlasky  
Notary Public in and for the State  
of Washington, residing at Quett

7905180246

VOL 1520 PAGE 618

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1180 (Rev. 12-74)

DISTRIBUTION EASEMENT

E#11731-  
36(30-5)

THIS INDENTURE made this 5<sup>TH</sup> day of JUNE 1979, between Alan E. Hebert and Darcy Y. Hebert, husband and wife

hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, hereinafter referred to as Grantee; and hereinafter referred to as Mortgagee, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish State of Washington, described as follows:

Lot 176, Sunnyside Five Acre Tracts, according to the plat thereof recorded in Volume 7 of Plats, page 19, records of the County of Snohomish, State of Washington.

RECORDED  
1979 JUL -5 AM 9 53  
HENRY B. PRYAL, CLERK FOR SNOHOMISH COUNTY, WASH.  
Priscilla Knutt

AND WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under and upon the said lands and premises:

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its successors and assigns and its permittees and licensees, the perpetual right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain, together with the right to convert to an underground system, an electric distribution line, consisting of a single line of poles and/or structures with necessary braces, guys and anchors, and to place or allow or permit to be placed and operated upon or suspend from such poles and/or structures, distribution and signal wires, insulators, cross-arms, transformers, telephone or telegraph communication wires, and other necessary or convenient appurtenances, across, under, over and upon the following described lands and premises situated in the County of Snohomish State of Washington, to-wit:

That portion of the above described property being a strip of land 10 feet in width lying 5 feet on each side of the centerline of the electrical facilities situated therein and located approximately as shown in red on Exhibit "A" attached hereto and by reference made a part hereof.

NO SALES TAX  
REQUIRED

JUL 3 - 1979

TERRY STEVENS, Snohomish County Treasurer  
Deputy

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said poles, wires and appurtenances from said lands.

Also the right at all times to cut and or trim all brush, timber, trees, or other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without written approval of the Manager of the District.

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

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

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

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

Alan E. Hebert  
Darcy Y. Hebert

7907050147

VOL 1550 PAGE 324

STATE OF WASHINGTON,  
COUNTY OF SNOHOMISH } ss.

I, the undersigned, a Notary Public, do hereby certify that on this 5<sup>TH</sup> day of JUNE, 1979  
personally appeared before me ALAN E. HERBERT and DARCI Y. HERBERT

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

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

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT EVERETT



STATE OF WASHINGTON,  
COUNTY OF \_\_\_\_\_ } ss.

I, the undersigned, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_  
personally appeared before me \_\_\_\_\_ and \_\_\_\_\_

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT \_\_\_\_\_

(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON,  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President, and \_\_\_\_\_ to me known to be the \_\_\_\_\_  
Secretary, of the corporation that executed the within and foregoing instrument, and each acknowledged that said in-  
strument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned,  
and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate  
seal of said corporation.

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT \_\_\_\_\_

RETURN TO  
PUD NO. 1  
PO BOX 1107  
EVERETT, WASH  
98208

THE ABOVE INFORMATION IS FOR OFFICE USE ONLY  
AND IS NOT A PART OF THE INSTRUMENT

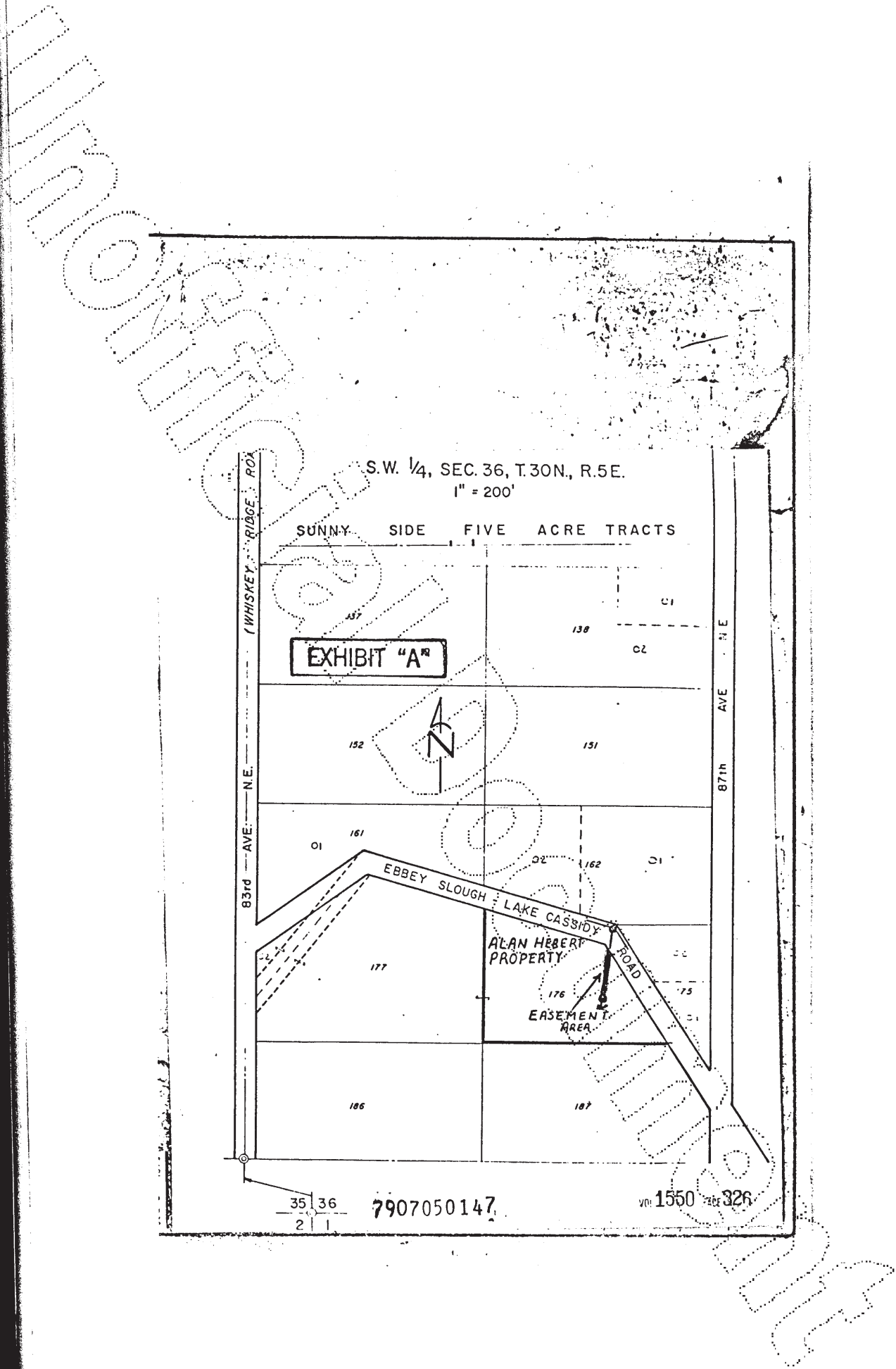
FROM  
ALAN E. HERBERT  
EASEMENT  
TO  
PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY  
S. O. NO. 951071  
VOL. 1550 OF 325

7907050147

1979 JUN 5 10:17 AM

7-10-13

11-11-13



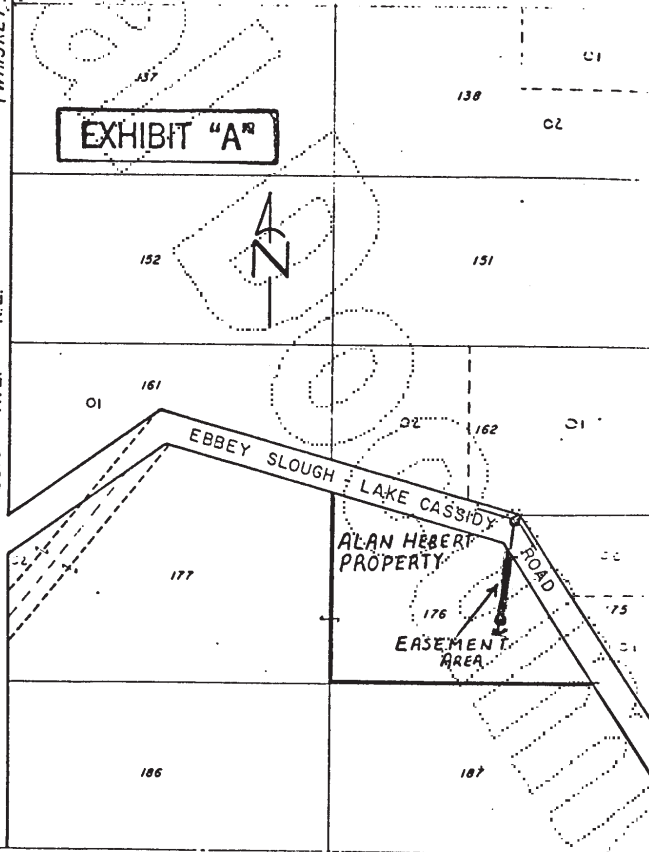
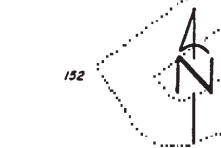
S.W. 1/4, SEC. 36, T.30N, R.5E.  
1" = 200'

SUNNY SIDE FIVE ACRE TRACTS

EXHIBIT "A"

WHISKEY RIDGE ROAD  
N.E.  
83rd AVE.

87th AVE R.E.



35 | 36  
2 | 1

7907050147

Vol 1550 Page 326

8709160386

**AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT  
UNDER CHAPTER 29 SCC**

14.50  
2600 SF

VOL 2088 PAGE 0088

DATE: 7-16-87

STATE OF WASHINGTON)

NO: BLA 165-87

SS

ZONING: R20,000

COUNTY OF SNOHOMISH)

Received By: VHulle

ADDRESS: 8512 E. Sunnyside Road  
Everett, WA 98205

Name of Property Owner: Al Hebert  
Telephone No: 334-7454

ADDRESS: \_\_\_\_\_

Name of Property Owner: same  
Telephone No: \_\_\_\_\_

RELATED ASSESSOR PROPERTY TAX ACCOUNT  
NUMBERS: 5907-000-187-0008

(For additional property owners -  
attach separate sheet)

5967-000-176-0001

RELATED SHORT PLAT NUMBER  
IF APPLICABLE:..... SP332(x-7)

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

1. Current Ownership. The undersigned are the respective owners of  
the following described parcels of property lying adjacent to each  
other:

(a) Parcel #1 (conveyor): See attached Exhibit "B"

constituting approximately \_\_\_\_\_ acres or 95,000 square feet.

(b) Parcel #2 (receiver): See attached Exhibit "A"

constituting approximately 224,200 square feet

(For additional owners - attach separate sheet)

2. Proposed Conveyance. The undersigned are considering the transfer  
of ownership of the following portion of the above described  
conveyor's ownership to the receiver: \_\_\_\_\_

See attached Exhibit "C"

constituting approximately \_\_\_\_\_ acres or 42,000 square feet.

For additional conveyances - attach separate sheet.

**DETERMINATION**

On the basis of the representations hereby submitted, I conclude  
that the proposed boundary line adjustment is (granted) (~~denied~~) under  
the provisions of Chapter 29, Snohomish County Code.

JUL 16 1987

Name: Donna Jordan Date: 8/26/87

(Rev. 11/10/84)

8709160386

VOL. 2088 PAGE 0085

RECORDED  
8 SEP 16 PM 4:34  
DEAN W. LANE, CLERK  
SNOHOMISH COUNTY, WASH.

3. Boundary Line Adjustment. It is the intent of the undersigned that the proposed conveyance would constitute a boundary line adjustment. Accordingly, it is represented and understood by the undersigned that:

(a) The proposed conveyance would not detrimentally affect access to the above parcels;

(b) No new lot would be created by the proposed conveyance, but rather the conveyed property together with the receiver's existing ownership, described on the preceding page would constitute a single lot and be described now as follows:

See attached Exhibit "D"

Constituting approximately 264,000 square feet

(c) The conveyor's ownership after the proposed conveyance would not be reduced in size below the minimum square footage required by the applicable zoning control and would be described as follows:

See attached Exhibit "E"

Constituting approximately 56,000 square feet

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

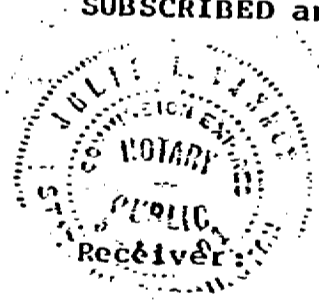
Conveyor:

Darcy Y. Hebert  
Signature

7-15-87  
Date

DARCY Y. HEBERT  
Typed or Printed

SUBSCRIBED and SWORN to before me this 15 day of July, 1987.



Julie E. Vannoy Exp 5-13-91  
NOTARY PUBLIC in and for  
the State of Washington  
residing at Duke Stevens

Darcy Y. Hebert  
Signature

7-15-87  
Date

DARCY Y. HEBERT  
Typed or Printed

SUBSCRIBED and SWORN to before me this 15 day of July, 1987.



Julie E. Vannoy Exp 5-13-91  
NOTARY PUBLIC in and for  
the State of Washington  
residing at Duke Stevens

VOL. 2088 PAGE 0086

8709160386  
8709160386



Hebert

Legal Description

4/20/87

**Exhibit A (Before Conveyance)**

Lot 176 of Sunnyside Five Acre Tracts, as per plat recorded in Volume 7 of Plats on page 19, recorded in Snohomish County, State of Washington.

Situate in Snohomish County, State of Washington.

Containing approximately 224,244 square feet.



**8709160386**

5997-20b

**VOL. 2088 PAGE 0087**

Hebert

Legal Description

4/20/87

**Exhibit B (Before Conveyance)**

All that portion of Lot 187 of Sunnyside Five Acre Tracts, as per plat recorded in Volume 7 of Plats on page 19, recorded in Snohomish County, Washington, lying North of the following described line:

Commencing at the Southwest corner of said Lot 187; thence N 0° 23' 12" E along the West line of said Plat a distance of 174.01 feet to the True Point of Beginning; thence S 87° 07' 34" E a distance of 629.73 feet to the Westerly right of way of the County Road and termination point for said line.

Situate in Snohomish County, State of Washington.

Containing approximately 95,089 square feet.



**8709160386**

5997-20b

**VOL. 2088 PAGE 0088**

Hebert

Legal Description

4/20/87

**Exhibit C (Conveyance)**

The North 75 feet of Lot 187 as measured along the West line of said Lot 187 of Sunnyside Five Acre Tracts, as per plat recorded in Volume 7 of Plats on page 19, recorded in Snohomish County, Washington.

Less the South 25.00 feet of the North 75.00 feet of the East 50.00 feet of the West 350.00 feet as measured along the West line of said Lot 187.

Situate in Snohomish County, State of Washington.

Containing approximately 42,000 square feet.



**8709160386**

Revised 7/1/87

5997-20b

**VOL. 2088 PAGE 0089**

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Hebert

Legal Description

4/20/87

**Exhibit D (After Conveyance)**

Lot 176 together with the North 75 feet of Lot 187 as measured along the West line of said Lot 187 all in Sunnyside Five Acre Tracts, as per plat recorded in Volume 7 of Plats on page 19, recorded in Snohomish County, Washington.

**EXCEPT** the South 25.00 feet of the North 75.00 feet of the East 50.00 feet of the West 350.00 feet as measured along the West line of said Lot 187.

Situate in Snohomish County, State of Washington.

Containing approximately 263.000 square feet.



**8709160386**

Revised 6/29/87

5997-20b

**VOL. 2088 PAGE 0090**

bw

Hebert

Legal Description

4/20/87

**Exhibit E (After Conveyance)**

All that portion of Lot 187 of Sunnyside Five Acre Tracts, as per plat recorded in Volume 7 of Plats on page 19, recorded in Snohomish County, Washington, lying North of the following described line:

Commencing at the Southwest corner of said Lot 187; thence N 0° 23' 12" E along the West line of said Plat a distance of 174.01 feet to the True Point of Beginning; thence S 87° 07' 34" E a distance of 629.73 feet to the Westerly right of way of the County Road and termination point for said line.

**EXCEPT** the following described parcel:

The North 75 feet of Lot 187, **EXCEPT** the South 25 feet of the North 75 feet of the East 50 feet of the West 350 feet.

Situate in Snohomish County, State of Washington.

Containing approximately 56,000 square feet.



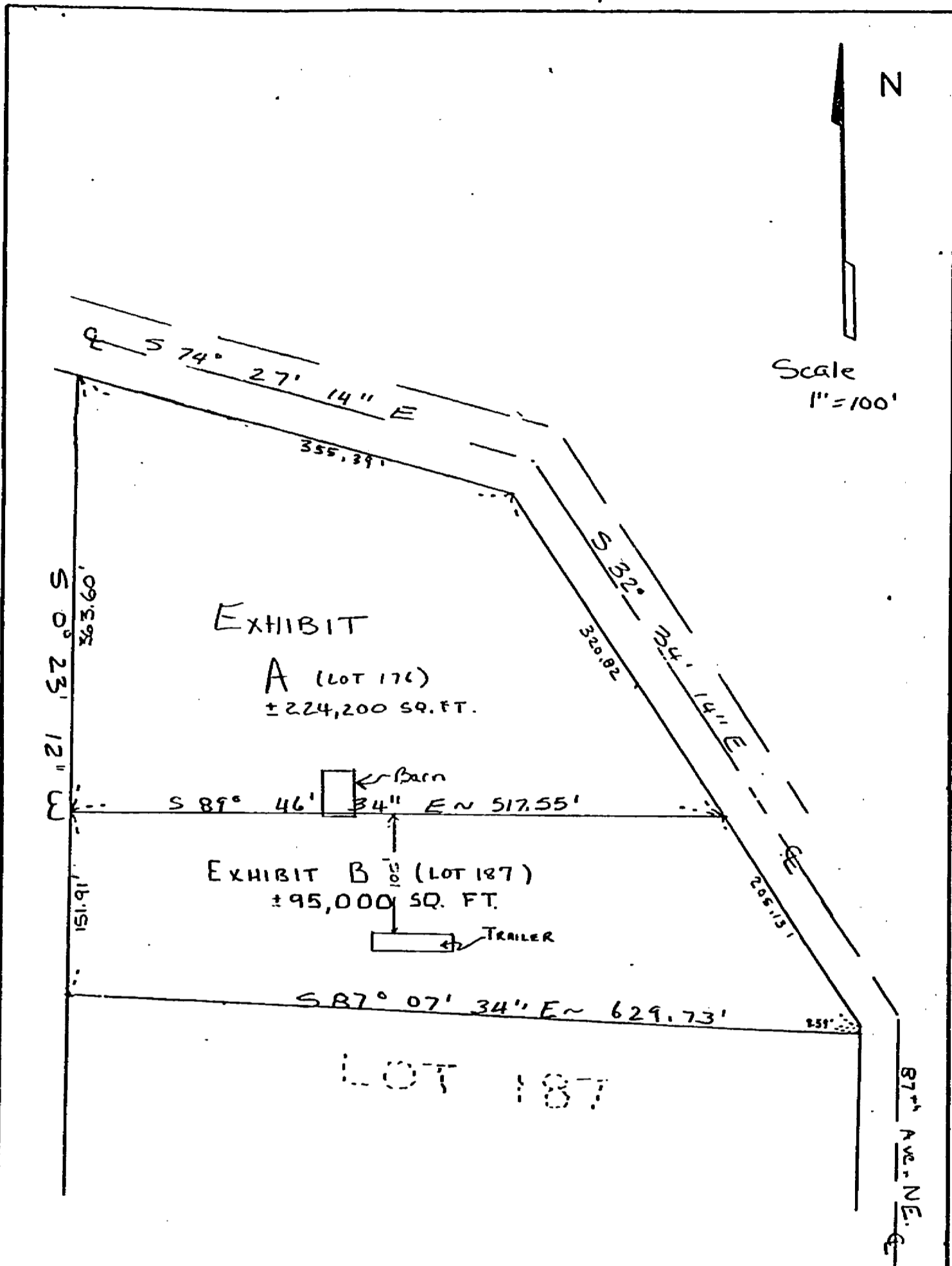
**8709160386**

**VOL. 2088 PAGE 0091**

Revised 7/1/87


5997-20b

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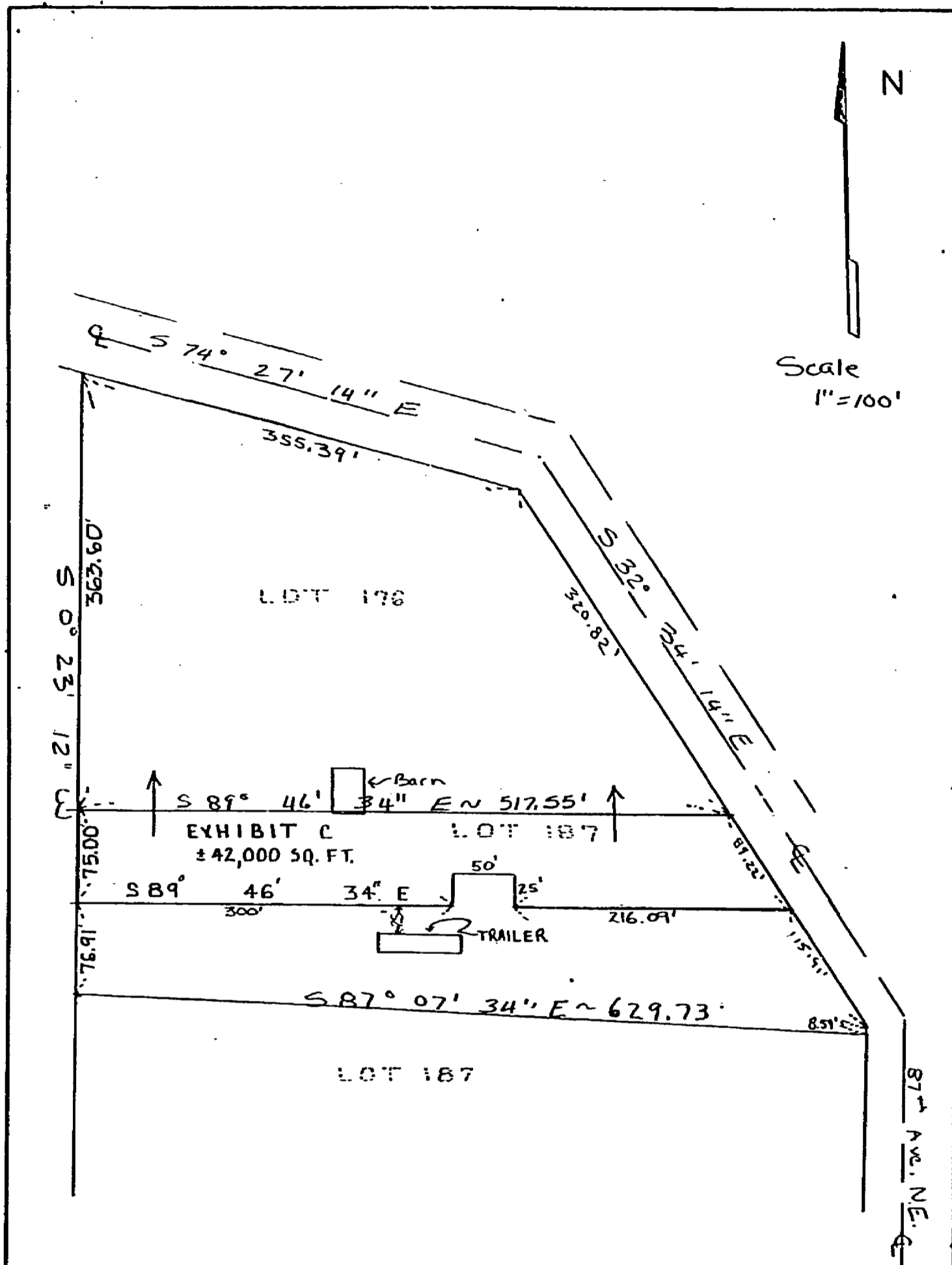


BEFORE CONVEYANCE

REV. 6-23-87

JOB NO.: 5997	DATE: 4-20-87	DWN. BY: BRT
Sec. 36, T30N, R5E, WM		
BOUNDARY LINE ADJUSTMENT for AL HEBERT		
Engineers Surveyors Planners		 <b>CASCADE SURVEYING AND ENGINEERING, Inc.</b> ARLINGTON, WA.
<b>8709160386</b>		

VOL. 2088 PAGE 0092



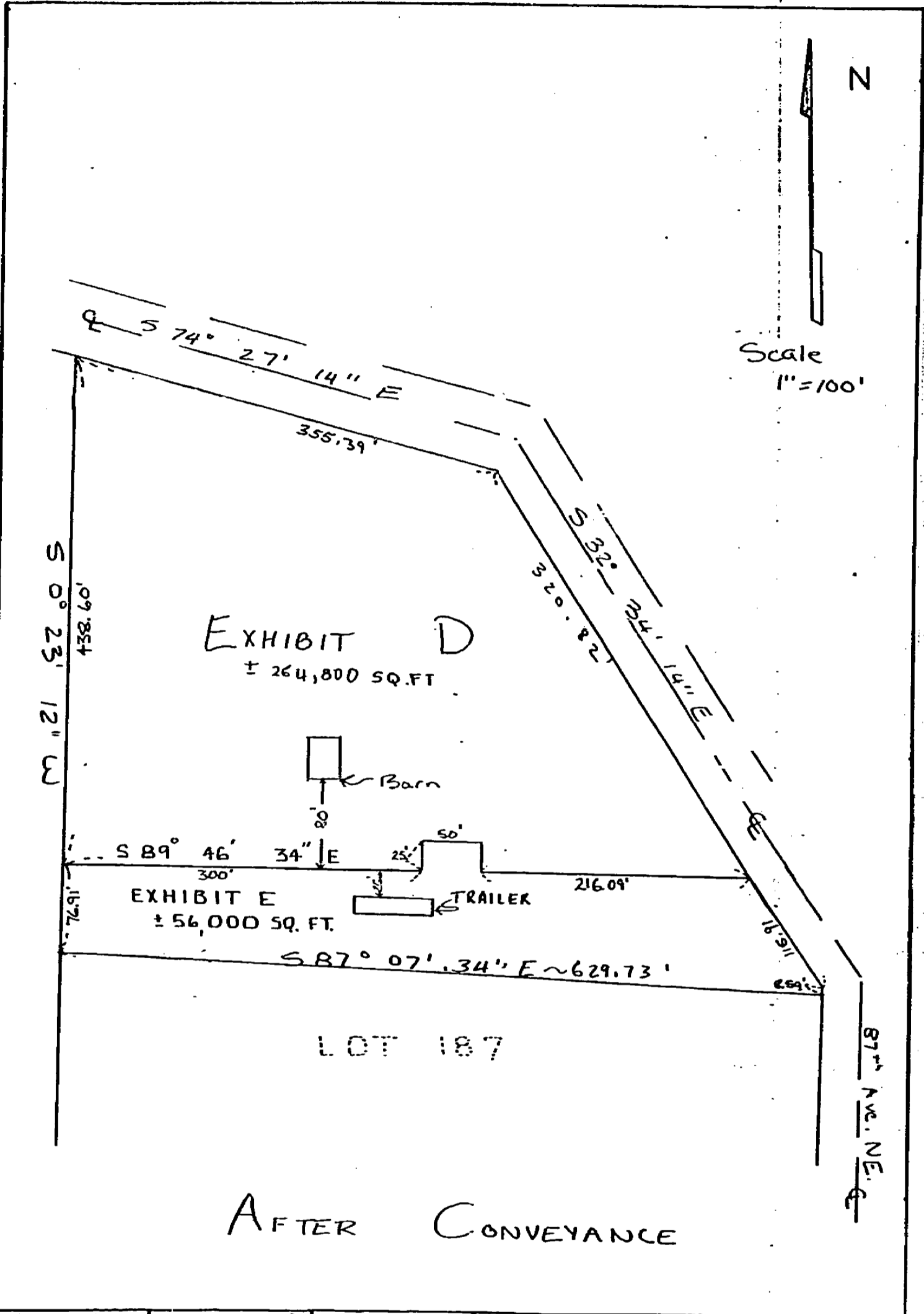
CONVEYANCE

REV. 6-23-87

JOB NO.: 5997	DATE: 4-20-87	OWN. BY: ERT
Sec 36, T30N, R5E, W1A		
BOUNDARY LINE ADJUSTMENT		
for		
AL HEBERT		
8709160386		

Engineers      Surveyors      Planners

CASCADE SURVEYING AND ENGINEERING, Inc.  
ARLINGTON, WA.



JOB NO.: 5997 | DATE: 4-20-87 | DWN. BY: BRT  
 Sec. 36, T30N, R5E, WM  
 BOUNDARY LINE ADJUSTMENT  
 for  
 AL HEBERT  
 8709160386 VOL 2088 PAGE 0094

Engineers    Surveyors    Planners

CASCADE  
 SURVEYING AND  
 ENGINEERING, Inc.  
 ARLINGTON, WA.



201712190033

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

(Space Above This Line For Recording Data)

**DEED OF TRUST** *3265223*  
**(OPEN-END CREDIT - THIS DEED OF TRUST SECURES FUTURE ADVANCES)**

**DEFINITIONS**

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

- (A) "Security Instrument"** means this document, which is dated December 01, 2017
- (B) "Borrower"** is Mark E Minor and Gail L Minor, husband and wife

Borrower is the trustor under this Security Instrument.

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

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

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

December 01, 2017. The Agreement states that Borrower may, from time to time, obtain advances not to exceed at any time an amount equal to the Maximum Credit Limit (as defined therein) of

Two hundred twenty-seven thousand and 00 / 100\*\*\*\*\* Dollars (U.S. \$ 227,000.00 ) plus interest. Borrower has promised to pay this debt in regular

Periodic Payments and to pay the debt in full not later than December 06, 2042

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

Loan Reference Number: 2011584271

**Abbreviated Legal Description:**

LT 176 PTN LT 187 SUNNYSIDE V 7 PG 19 SNOHOMISH CO WA  
*Sunnyside Five Acre TRS BJK 000D-00 Tr 176 T&W N75 Ft of Tr 187  
Exc S 25 Ft of N75 Ft of E 50 Ft of W 350 Ft as meas Alg WLn SD Tr 187*

Assessor's Property Tax Parcel Number: 00590700017600

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

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

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

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

**(K) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

County of Snohomish  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SITUATE IN THE COUNTY OF SNOHOMISH AND STATE OF WASHINGTON: LOT 176, TOGETHER WITH THE NORTH 75 FEET OF LOT 187 AS MEASURED ALONG THE WEST LINE OF SAID LOT 187 ALL IN SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, EXCEPT THE SOUTH 25.00 FEET OF THE NORTH 75.00 FEET OF THE EAST 50.00 FEET OF THE WEST 350.00 AS MEASURED ALONG THE WEST LINE OF SAID LOT 187. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON. TAX ID: 00590700017600.

which currently has the address of 8512 E Sunnyside School Rd  
Marysville, Washington 98270 ("Property Address"):

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

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

Borrower and Lender covenant and agree as follows:

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

Payments are deemed received by Lender when received at the location designated in the Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 10. Lender may return any payment or partial payment if the payment or partial

payments are insufficient to bring the Loan current. If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 16 then Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Agreement immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

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

**3. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Borrower shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate chargeable for advances under the Agreement from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 16 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

**4. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

**5. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If: (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations); or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 5, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 5. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds

multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 14, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 10 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**14. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 13.

**15. Hazardous Substances.** As used in this Section 15: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

Borrower shall promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property

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

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

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

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

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

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

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

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

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

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

Witnesses:

	<i>Mark E. Minor</i>	(Seal)
Owner of Collateral (other than Borrower)	Mark E Minor	-Borrower

	<i>Gail L. Minor</i>	(Seal)
Owner of Collateral (other than Borrower)	Gail L Minor	-Borrower

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

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



STATE OF WASHINGTON, Snohomish County ss:

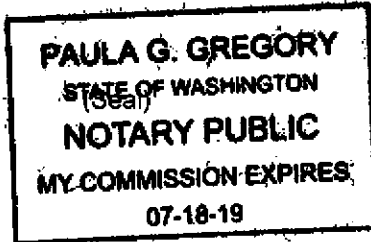
On this December 1, 2017, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

MARK S. MINOR AND GAIL L. MINOR

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

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

My Commission expires: 7-18-19



Paula G. Gregory  
Notary Public in and for the State of Washington residing at:  
EVERETT, WA 98201

**REQUEST FOR RECONVEYANCE**

To Trustee:

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

Date: \_\_\_\_\_