

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

Commitment Number:

**500135273**  
**Amendment 1**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Brent Aune  
Authorized Officer or Agent

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**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (TITLE ONLY):
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	Escrow Officer: Lisa Dennis Guardian Escrow 9706 4th Ave. NE, Suite 204 Seattle, WA 98115 Phone: (206)526-1310 Fax: (206)526-1217 Main Phone: (206)526-0530 Email: lisa@guardianescrow.net

**Order Number: 500135273**

**SCHEDULE A**

1. Commitment Date: March 2, 2023 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006
 

Proposed Insured:	Horizon View Holdings, Inc. a Washington Corporation		
Proposed Policy Amount:	\$700,000.00		
Premium:		\$	1,521.00
Tax:		\$	150.58
Rate:	Standard		
Discount(s):	Residential		
Total:		\$	1,671.58
3. The estate or interest in the Land described or referred to in this Commitment is:
 

Fee Simple
4. The Title is, at the Commitment Date, vested in:
 

Benjamin Yost and Roma Yumul, husband and wife.
5. The Land is described as follows:
 

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

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 290502-001-002-00**

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PARCEL A:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;  
AND RUNNING THENCE WEST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 660 FEET TO THE SOUTHEAST CORNER OF PARCEL A IN A DEED RECORDED JUNE 17, 1977 UNDER AUDITOR'S FILE NUMBER 7706170218 BEING THE TRUE POINT OF BEGINNING;  
THENCE NORTH 660 FEET;  
THENCE EAST 330 FEET TO THE WEST LINE OF A TRACT CONVEYED UNDER DEED RECORDED JUNE 11, 1947 UNDER AUDITOR'S FILE NUMBER 847161;  
THENCE SOUTH 660 FEET ALONG A LINE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID LOT;  
THENCE WEST 330 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID LOT TO THE TRUE POINT OF BEGINNING,  
EXCEPT THE SOUTH 15 FEET;

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 15 FEET OF THE EAST HALF OF GOVERNMENT LOT 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;  
EXCEPT COUNTY ROAD.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
8. In the event that the Land is occupied or intended to be occupied by the owner and a spouse or registered domestic partner as a homestead, the conveyance or encumbrance of the Land must be executed and acknowledged by both spouses or both registered domestic partners, pursuant to RCW 6.13 which now provides for an automatic homestead on such Land.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

9. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Marysville.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;  
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;  
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;  
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.5% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE](#). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

10. **TO PROVIDE THE EXTENDED COVERAGE POLICY AND/OR ALTA HOMEOWNER'S POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.**

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

**END OF REQUIREMENTS**

**NOTES**

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

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**SCHEDULE B, PART I  
REQUIREMENTS**

(continued)

- Note A: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:  
  
7715 40th Street Northeast  
Marysville, WA 98270
- Note B: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.
- Note C: Note: The Company finds no matters against the name(s) of Horizon View Holdings Inc in the Public Records which would appear as exceptions in the policy.
- Note D: Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- Note E: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.
- Note F: Recording charges (per document title) for closings on July 26, 2021 and after for all Washington counties:  
  
Deed of Trust - \$204.50 and \$1 for each additional page.  
Most other Docs, except as noted below - \$203.50 and \$1 for each additional page.  
Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page.  
Multiple titled documents are charged per applicable title.  
  
Our Company uses Simplifile, a third party vendor, for electronic submission of documents to the County. In addition to the County recording fee each document recorded electronically will be billed an additional \$4.25 plus tax.  
  
**RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**
- Note G: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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**SCHEDULE B, PART I  
REQUIREMENTS**

(continued)

Note H: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

PTN LOT 2, SEC 2, 29N, 5E, W.M., SNOHOMISH COUNT, WA

Tax Account No.: 290502-001-002-00

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**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.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

## SPECIAL EXCEPTIONS

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

Granted to: Chris Allan Griffith and Colleen Rae Griffith and their assigns.  
Purpose: Ingress and Egress  
Recording Date: March 16, 1979  
Recording No.: 7903160183  
Affects: The South 15 feet of the East half of Government Lot 2

2. Joint Maintenance Agreement and the terms and conditions thereof:

Recording Date: April 9, 1991  
Recording No.: 9104090005

3. City of Marysville Recovery Contract No. 233 and the terms and conditions thereof:

Recording Date: May 30, 2001  
Recording No.: 200105300299

4. City of Marysville Recovery Contract No. 251 and the terms and conditions thereof:

Recording Date: April 24, 2003  
Recording No.: 200304240256

5. City of Marysville Recovery Contract No. 253 and the terms and conditions thereof:

Recording Date: April 24, 2003  
Recording No.: 200304240268

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

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

Year: 2023  
 Tax Account No.: 290502-001-002-00  
 Levy Code: 00513  
 Assessed Value-Land: \$605,200.00  
 Assessed Value-Improvements: \$371,400.00

General and Special Taxes:

Billed: \$8,112.47  
 Paid: \$0.00  
 Unpaid: \$8,112.47

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

Amount: \$374,200.00  
 Dated: August 11, 2020  
 Trustor/Grantor: Roma C. Yumul and Benjamin W. Yost  
 Trustee: Fidelity National Title  
 Beneficiary: Mann Mortgage LLC dba Homeseed  
 Recording Date: August 17, 2020  
 Recording No.: 202008170985

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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(continued)

- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**END OF CONDITIONS**

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Thank you for your payment.  
E096275 \$9,385.60  
KYLE G. 12/11/2017

201712110277

When recorded return to:  
  
Roma C. Yumul  
7715 40th Street Northeast  
Marysville, WA 98270

Filed for Record at Request of  
Leo Palmer Escrow, Inc.  
Escrow Number: 14576

Grantor: Shawn A. Martin and Nadia A. Martin  
Grantee: Roma C. Yumul and Benjamin W. Yost

### First American Title Statutory Warranty Deed


THE GRANTORS Shawn A. Martin and Nadia A. Martin, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Roma C. Yumul and Benjamin W. Yost, wife and husband the following described real estate, situated in the County of Snohomish, State of Washington


Abbreviated Legal:  
Portion: Lot 2 Sec 2 TWP 29N RGE 5E, Snohomish County Situated in the County of Snohomish, State of Washington.

For Full Legal See Attached Exhibit "A" **FIRST AMERICAN 2901074**

Tax Parcel Number(s): 290502-001-002-00

Dated December 6, 2017


  
\_\_\_\_\_  
Shawn A. Martin

  
\_\_\_\_\_  
Nadia A. Martin

STATE OF Washington }  
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that Shawn A. Martin and <sup>or</sup> ~~Nadia A. Martin~~ <sup>they</sup> ~~HE~~ the person who appeared before me, and said person acknowledged that signed this instrument and acknowledge it to be <sup>his</sup> ~~their~~ free and voluntary act for the uses and purposes mentioned in this instrument. <sup>to</sup>

Dated: 12-7-2017

  
\_\_\_\_\_

BARRY CONWAY FORD  
STATE OF WASHINGTON  
NOTARY -- PUBLIC  
My Commission Expires 05-09-2020

Notary Public in and for the State of Washington  
Residing at Snohomish  
My appointment expires: 5/9/2020

**EXHIBIT A**

## PARCEL A:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;  
AND RUNNING THENCE WEST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 660 FEET TO THE SOUTHEAST CORNER OF PARCEL A IN DEED RECORDED JUNE 17, 1977 UNDER AUDITOR'S FILE NUMBER 7706170218 BEING THE TRUE POINT OF BEGINNING;  
THENCE NORTH 660 FEET;  
THENCE EAST 330 FEET TO THE WEST LINE OF A TRACT CONVEYED UNDER DEED RECORDED JUNE 11, 1947 UNDER AUDITOR'S FILE NUMBER 847161;  
THENCE SOUTH 660 FEET ALONG A LINE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID LOT;  
THENCE WEST 330 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID LOT TO THE TRUE POINT OF BEGINNING,  
EXCEPT THE SOUTH 15 FEET;

## PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 15 FEET OF  
THE EAST HALF OF GOVERNMENT LOT 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;  
EXCEPT COUNTY ROAD.

## SUBJECT TO:

Easement, including terms and provisions contained therein:

Recording Information: 7903160183

For: Ingress and Egress

Road maintenance provisions, and the terms and conditions thereof, contained in instrument:

Recording Information: 9104090005

The terms and provisions contained in the document entitled "City of Marysville Recovery

Contract No. 333"

Recorded: May 30, 2001

Recording No.: 200105300299

The terms and provisions contained in the document entitled "City of Marysville Recovery

Contract No. 251"

Recorded: April 24, 2003

Recording No.: 200304240256

The terms and provisions contained in the document entitled "City of Marysville Recovery

Contract No. 253"

Recorded: April 24, 2003

Recording No.: 200304240268

State of Washington

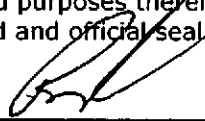
SS:

County of SNOHOMISH

On this 6 day of Dec 2017, before me personally appeared NADIA B MARTIN to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that SHE signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



Notary Public in and for the State of WA

Residing at Snohomish

My Appointment expires: 5/9/2020

BARRY CONWAY FORD  
STATE OF WASHINGTON  
NOTARY -- PUBLIC  
My Commission Expires 05-09-2020

7706170218



PIONEER NATIONAL  
TITLE INSURANCE  
A TICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO: ✓

Larry M. Trivett

Attorney At Law

1321 State Avenue

Marysville, Wash. 98270

2.00

THIS SPACE RESERVED FOR RECORDER'S USE

VOL. OF PAGE REC. OF RECORDED

1977 JUN 17 AM 11 40

HENRY B. WHALEN, ASSISTANT  
SNOHOMISH COUNTY, WASH.  
DEPUTY

*Mildred Smith*

REVENUE STAMPS

### Quit Claim Deed

FORM L 56 R

THE GRANTOR, HAZEL SHAURETTE, A Widow, -----

for and in consideration of Love and Affection and other valuable consideration convey and quit claim to ROBERT FALQUIST and MILDRED FALQUIST, Husband and Wife, the following described real estate; situated in the County of Snohomish State of Washington including any interest therein which grantor may hereafter acquire:

**PARCEL A**

Commencing at the Southwest corner of Lot 2 (2), Section 2, (2), Township Twenty-nine (29), North of Range Five (5) East W.M. and running thence East along the South boundary line of said Lot Six Hundred Sixty (660) feet, thence North Six Hundred Sixty (660) feet, thence West Six Hundred Sixty (660) feet to the West boundary line of said Lot, thence South Six Hundred Sixty (660) feet to the place of beginning, Less and Except a strip of land Fifteen (15) feet wide along the North side of the South boundary line of above described tract, which shall be reserved for road purposes.

**PARCEL B**

The South Fifteen (15) feet of Government Lot Two (2), Section 2, Twp. 29, Range 5, E.W.M.

**NO SALES TAX  
REQUIRED**  
# 9330  
JUN 17 1977

Dated this 10th day of June, 1977

KIRKE STEVENS, Snohomish County Treasurer  
*Jam. M. J. [Signature]*  
Deputy

*Hazel Shaurette* (SEAL)  
HAZEL SHAURETTE (SEAL)

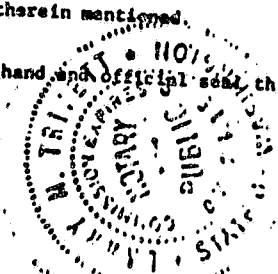
STATE OF WASHINGTON,  
County of Snohomish

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

GIVEN under my hand and official seal, this

10th day of June, 1977

*Larry M. J. [Signature]*  
Notary Public in and for the State of Washington,  
residing at Marysville. VOL. 1135 PAGE 138



JUN 17 1977

7706170218



Mortgage  
6/11/47  
6/5/47

\$7200.00

847160

*Sub*  
*1449626*  
*362m414*

Robert W. Jackson, a bachelor  
to  
Everett Federal Savings and Loan Association, Evt, Wn.

WIF: the mtgr, in ord tsp to the mtgee of a debt of \$7200.00 evidenced by the prom note hrinaft desc and int and all other sums as provied hrin, tgw and advances made to the mtgr and the perf of all covs, wties, agrmnts and conds hrin contained, do hrby gt and cy to the mtgee that ctn real ppty, sit ie C/S, and S/W, and daf, tw;

Lt 12 of Charley Bagley's Wafer Front Tts, SCW

THE MTGEE HAS ACTUALLY LOANED TO the mtgr, and the mtgr has rec'd the full sum of \$7200.00 and as evidence of such indebtedness has executed and del to the mtgee a ctn prom note of even dt hrw.

insd aganist file in a sum of not less than \$5500.00  
reas atty's fee  
defi jdgmnt

Robert W. Jackson

Ack ie S/W, C/S, on 6/5/47, by Robert W. Jackson, a bechelor, bef G. D. Reeves, np in and for the S/W, resid at Evt, ns com ex 2/8/50. Fld by Evt Abst, retto Evt Fed.  
hlg  
-p-p-o--o-o-o-o-o-o-

WD  
6/11/47  
5/26/47

\$10.00

847161

*3970122*

Robert Falquist and Mildred Falquist, hwf  
to  
K. T. Dawson and Myrtle Dawson, hwf,

fps cy andwt to sps the fdre

Beginning at SE cor of Gov't lt 2, sec 2, twp 29 N.R. 5 EWM th W 330 ft, th N 660 ft; th E 330 ft, th S 660 ft to pob, EXCEPT A 15 ft strip off the S side for rd, sit ie C/S, S/W

sit ie C/S, S/W,

Rev stamps canc  
\$4.00st  
4.40 fed

Mildred Falquist  
Robert Falquist

Ack ie S/W, C/S, on 5/26/47, by Robert Falquist and Mildred Falquist bef James B. Kent, np in and for the S/W, resid at Evt, ns com ex 6/18/50. Fld by add ret to Evt Abst.  
hlg  
-o-o-o-o-o-o-o-o-o-o-o-o-

7903160183

Return to: Larry Shinn  
7627 40th Ave. N.E.  
Everett, Washington 98205

MAR 16 1979

Filed for record

11:32

Request

Larry Shinn

E A S E M E N T

Henry B. Whalen, Snohomish County Auditor

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The Grantors, Larry P. Shinn and Sandra L. Shinn, husband and wife, do hereby grant to Chris Allan Griffith and Colleen Rae Griffith, husband and wife, and their assigns, an easement for ingress and egress over and across the full length and width of the following described property:

The East half of the following:  
The South Fifteen (15) feet of  
Government Lot Two (2), Section  
2, Township 29 North, Range 5, E.  
W.M., situated in Snohomish County,  
State of Washington.

The consideration for this easement is the promise on the part of the Grantees, their heirs and assigns to bear one-half (1/2) of the cost to maintain the above-described easement, and other costs incident thereto.

DATED this 15<sup>th</sup> day of March, 1979.

NO SALES TAX  
REQUIRED

MAR 16 1979

Larry P. Shinn  
LARRY P. SHINN

KIRKE STEVENSON, Snohomish County Auditor  
By Ralph Kelly  
Deputy

Sandra L. Shinn  
SANDRA L. SHINN

STATE OF WASHINGTON)  
) ss.  
COUNTY OF SNOHOMISH)

On the day personally appeared before me LARRY P. SHINN and SANDRA L. SHINN, 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 15<sup>th</sup> day of March, 1979.

NOTARY PUBLIC in and for the State of  
Washington residing at Norwalk  
LARRY M. TRIVETT  
ATTORNEY AT LAW  
1102 GROVE  
MARYSVILLE, WASHINGTON 98270  
(206) 659-8282

MAR 16 1979

609 JUN 28 1979

EASEMENT.

7903160183

AS4660104090005

When recorded return to:

FIRST INTERSTATE BANK  
PO BOX 21506  
SEATTLE WA 98111

10

LN # 8321366

JOINT MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of

March, 1991 by and between Michael R./Stephanie J. Pitman, Chris A. FEENEY

/Colleen R. Griffith and Aaron R. Silver

WITNESSETH

WHEREAS there exists an easement discribed as follows:

THE SOUTH 15.00 FEET OF GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN. IN SNOHOMISH COUNTY.

and

WHEREAS the parties are the owners of the property

RECORDED BY  
LAWYERS TITLE CO

their names as follows:

APR 09 1991 9:50 AM

Michael R./Stephanie J. Pitman

DEAN V. WILLIAMS, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY  
*Georgia L. Melrose*

A portion of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 2, Township 29 North, Range 5 East, Willamette Meridian, Snohomish County, State of Washington, Described as follows:

Beginning at the Southeast corner of the above mentioned subdivision; Thence North 87 degrees 53 minutes 11 sections west, along the South line of the above mentioned subdivision, A distance of 369.31 feet; Thence North 00 degrees 44 minutes 14 seconds East a distance of 384.07 feet to the beginning of a curve to the left whose radius center bears North 02 degrees 05 minutes 45 seconds East a distance of 35.03 feet through a central angle of 50 degrees 10 minutes 24 seconds; Thence South 87 degrees 54 minutes 15 seconds East a distance of 338.29 feet to a point on the East line of the above mentioned subdevision, said point of begining; Thence South 00 degrees 44 minutes 36 seconds West, along the East line of the above mentioned Subdivision a distance of 398.56 feet to the point of begining.

Subject to an easement for ingress, egress and utilities over and across the South 30.00 feet thereof.

Also subject to and together with the South 15.00 feet of Government Sot 2, Section 2 Township 29 North, Range 5 East, Willamette Meridian.

FEENEY

Chris A./Colleen R./Griffith

Commencing at the Southeast corner of Lot 2, Section 2, Township 29, North of Range 5 East, Willamette Meridian, and running thence West along the South boundry line of said lot 660 feet to the true point of beginning, thence North 660 feet, thence East 330 feet, thence South 660 feet along a line parallel with the East boundary line of said lot, thence West 330 feet along the South boundary line of said lot to the true point of beginning, less and except a strip of land 15 feet wide along the north side of the South boundary line of the above described tract, which shall be reserved for road purposes.

9104090005

VOL. 2428 PAGE 1335

25 X 10

Aaron R. Silver

Beginning at the Southeast corner of Government Lot 2 of Section 2, Township 29, Range 5 East, Willamette Meridian,  
Thence West 330 feet;  
Thence North 660 feet;  
Thence East 330 feet;  
Thence South 660 feet to point of beginning  
Except the South 15 feet for road.  
Situating in the County of Snohomish, State of Washington.

and

WHEREAS it is the desire of said parties to provide for mutual and joint maintenance of the said easement, now therefore:

IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

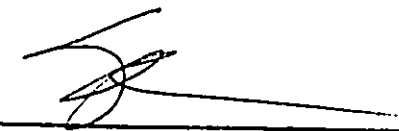
I. That the above named parties do hereby agree to share equally all costs of maintenance, repair, upkeep, improvements, or costs of any other work or action required to maintain the said easement or improve the same for the purpose for which the easement has been granted.

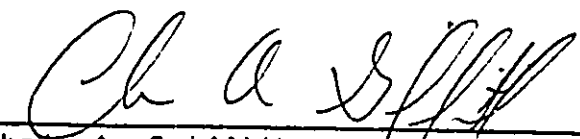
II. The agreement herein made and entered into shall be of benefit to and imposed upon the respective properties of each of the parties herein named and shall be binding upon and of benefit to any and all subsequent owners, contract purchasers, mortgagees, or any other persons or persons or parties as successors in interest of the said properties and parties herein.

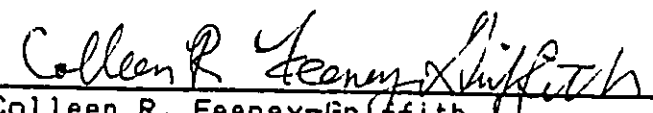
III. In the event any of the above named parties shall sell, transfer or dispose of their interest in their respective real property, then and in that event this agreement for joint maintenance costs shall terminate as to such parties unless they shall in some manner return as successors in interest.


IN WITNESS WHEREOF, the parties have hereupon set their hands and seals the 13<sup>th</sup> day of March, 1991.

  
Michael R. Pitman

  
Stephanie J. Pitman

  
Chris A. Griffith

  
Colleen R. Feeney-Griffith

  
Aaron R. Silver

9104090005

VOL. 2428 PAGE 1336

25x10

STATE OF WASHINGTON)  
                                  ) SS  
COUNTY OF SNOHOMISH)

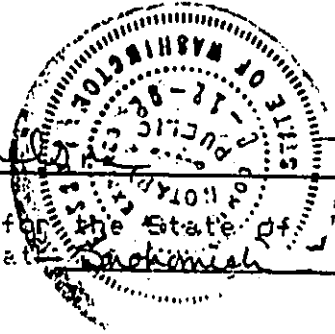
On this day personally appeared before me Michael R. Pitman and who executed the within and foregoing instrument and acknowledged that he signed the same as he and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of

March, 1991

Sandra L. Nelson

Notary Public in and for the State of  
Washington, residing at Snohomish



STATE OF WASHINGTON)  
                                  ) SS  
COUNTY OF SNOHOMISH)

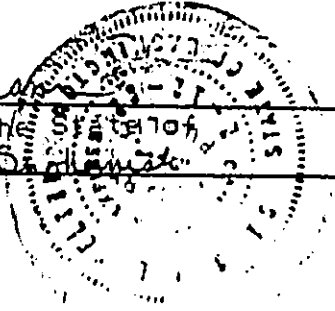
On this day personally appeared before me Chris A. Griffith and who executed the within and foregoing instrument and acknowledged that he signed the same as he and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of

March, 1991

Sandra L. Nelson

Notary Public in and for the State of  
Washington, residing at Snohomish



STATE OF WASHINGTON)  
                                  ) SS  
COUNTY OF SNOHOMISH)

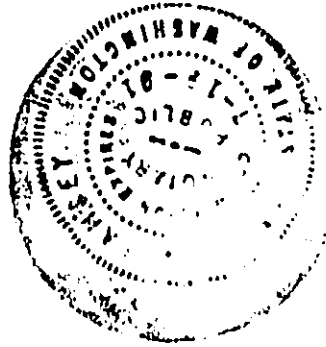
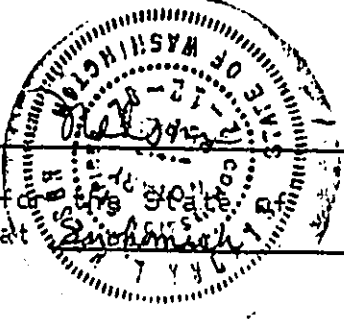
On this day personally appeared before me Aaron R. Silver and who executed the within and foregoing instrument and acknowledged that he signed the same as he and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of

March, 1991

Sandra L. Nelson

Notary Public in and for the State of  
Washington, residing at Snohomish



9104090005

VOL. 2428 PAGE 1337

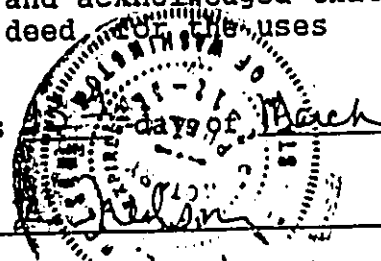
25X1

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SNOHOMISH )

On this day personally appeared before me Stephanie J. Pitman and who executed the within and foregoing instrument and acknowledged that she signed the same as she and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 1991.

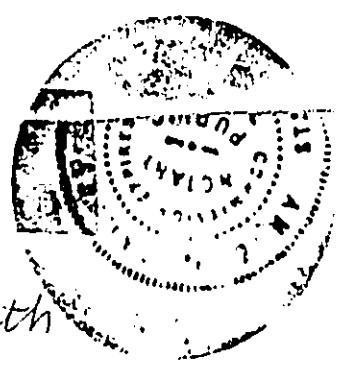
*Sandra [unclear]*



Notary Public in and for the state of Washington, residing at Snohomish

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF SNOHOMISH )

*Colleen R. Feeney-Griffith*



On this day personally appeared before me Colleen R. Feeney-Griffith and who executed the within and foregoing instrument and acknowledge that he signed the same as he and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3<sup>RD</sup> day of April, 1991

*Anne L. Ramsey*

Notary Public in and for the State of Washington, residing at Everett

9104090005

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200105300299



200105300299

05/30/2001 10:53 AM Snohomish  
P.0007 RECORDED County

Return Address

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

RECORDER'S NOTE:  
PORTIONS OF THIS DOCUMENT  
ARE POOR QUALITY FOR SCANNING.

Please print or type information

**Document Title(s)** (or transactions contained therein)  
CITY OF MARYSVILLE RECOVERY CONTRACT NO 333

**Grantor(s)** (Last name first, then first name and initials)  
THE CITY OF MARYSVILLE

**Grantee(s)** (Last name first, then first name and initials)  
THE CITY OF MARYSVILLE

**Legal description** (abbreviated i e , lot, block, plat or section, township, range, qtr /qtr )

Sections 34 & 35 Twp 30 N, R 5 E, WM  
Sections 2, 3, & 11 Twp 30 N, R 5 E, WM

\_ Additional legal is on page 5 of document

**Reference Number(s) of Documents assigned or released** N/A

**Assessor's Property Tax Parcel/Account Number**

Including Tax parcel Number 343005-3-010-00

\_ Additional parcel numbers on page \_ of document

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

**CITY OF MARYSVILLE**  
**RECOVERY CONTRACT NO. 233**

The CITY OF MARYSVILLE wishes to establish a fair fee for latecomers benefiting from Phase I of the Trunk D Sewage Lift Station, for which the City has utilized 100% City funding for the benefit of a specific area, that area described in the attached **EXHIBITS A, B, and C**

WITNESSETH

WHEREAS, the City has constructed and installed a sanitary sewage lift station and force main system, known as Trunk D, Phase I, to serve the properties within the service area designated on the attached **EXHIBIT A**. Said utility system consists of a 2000 gpm maximum capacity lift station, underlying property, associated appurtenances, and approximately 460 lineal feet of twelve-inch ductile iron force main. The lift station and force main are shown on **EXHIBIT B** attached hereto.

WHEREAS, the City has constructed the utility system at its own cost and has accepted ownership and maintenance of the same under its sole jurisdiction, and

WHEREAS, the City desires to record the pro-rata costs pursuant to Chapter 35.91 RCW, providing for reimbursement to the City for construction and installation costs by subsequent users of the system, NOW, THEREFORE,

In consideration of the covenants bargained for and given in exchange, the City decrees the following

1. The original costs due to the City of that portion of the system covered by this Recovery Contract was ONE MILLION ONE HUNDRED TWENTY THOUSAND FIVE SIXTY FOUR HUNDRED DOLLARS AND FORTY-SIX CENTS (\$1,120,564.46) for the system, and such costs were borne solely by the City.

2. The property subject to this Recovery Contract shall be all real property located within the boundaries depicted in **EXHIBITS A and B**, and which are within the service area legally described in **EXHIBIT C**, which are attached and incorporated by these references. Said property consists of approximately 1030 acres

3. The maximum amount recoverable under this contract is \$1,120,564.46. Itemized costs are shown on **EXHIBIT D** attached hereto

**200105300299**



4 From the date of this contract, the City shall require the owners of all real estate within the **EXHIBIT C** property who hereafter connect to the above-described system, to pay a fair pro-rata share of the cost of the original construction. This fair pro-rata share shall be determined by the number of new dwelling units constructed on the property located in **EXHIBIT C**. This, however, does not include any other capital improvement charges or connection fees levied by the City, whether it is by square footage of the area served and/or a flat fee. No property extending beyond the limits of the service area of the above-described system shall be served by said system unless there is an extension which is constructed and financed in accordance with State and local laws and ordinances, and the benefited property owners pay their fair pro-rata share of the improvements described in this contract.

5. The fair pro-rata share is hereby established to be \$ 765.41 per equivalent residential units.

6. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described system without first paying the City, in addition to any and all of their costs and charges made or assessed for such connection or use, the amount as herein above required.

DATED this 7<sup>th</sup> day of May, 2001

Attest

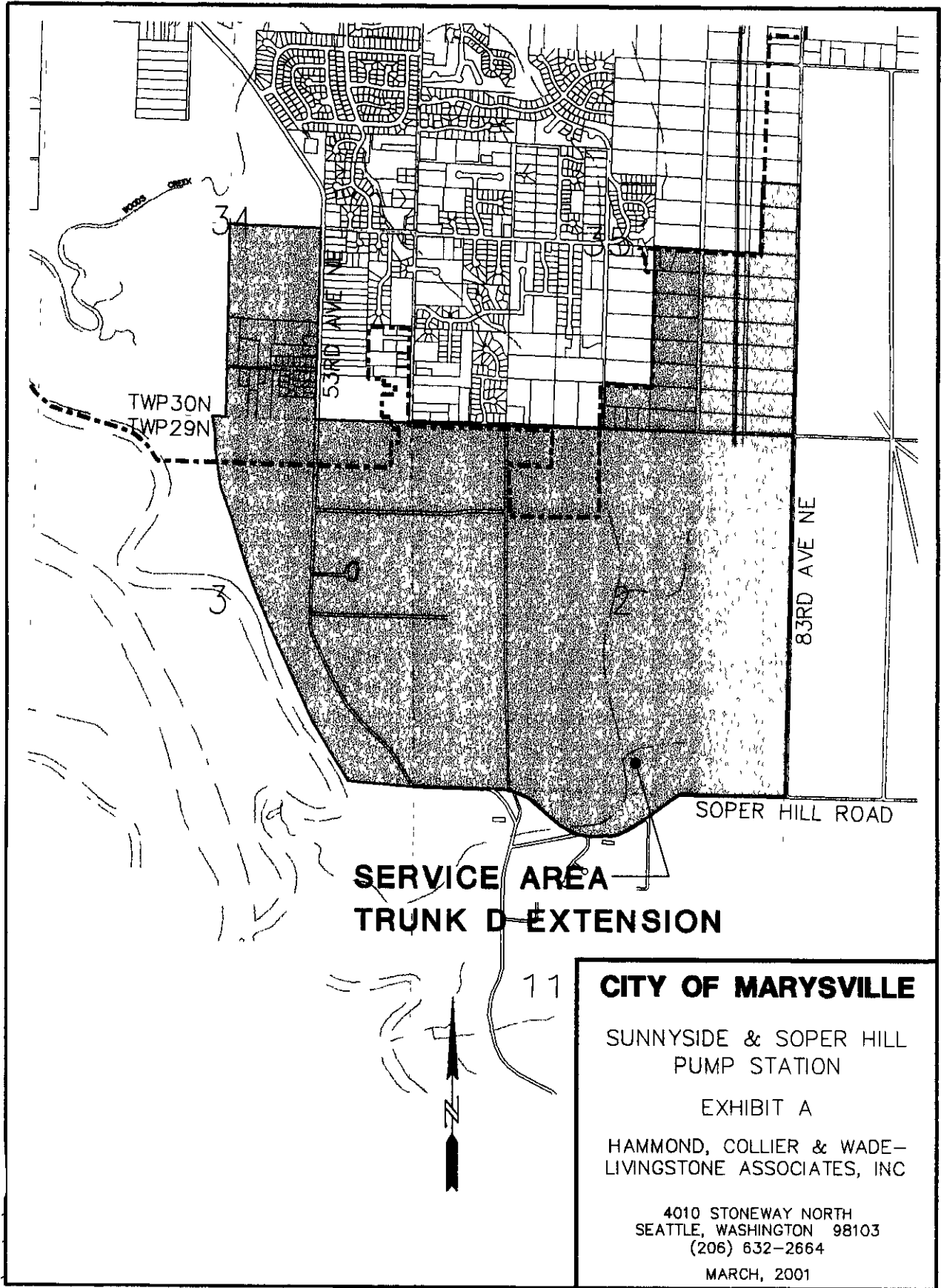
CITY OF MARYSVILLE

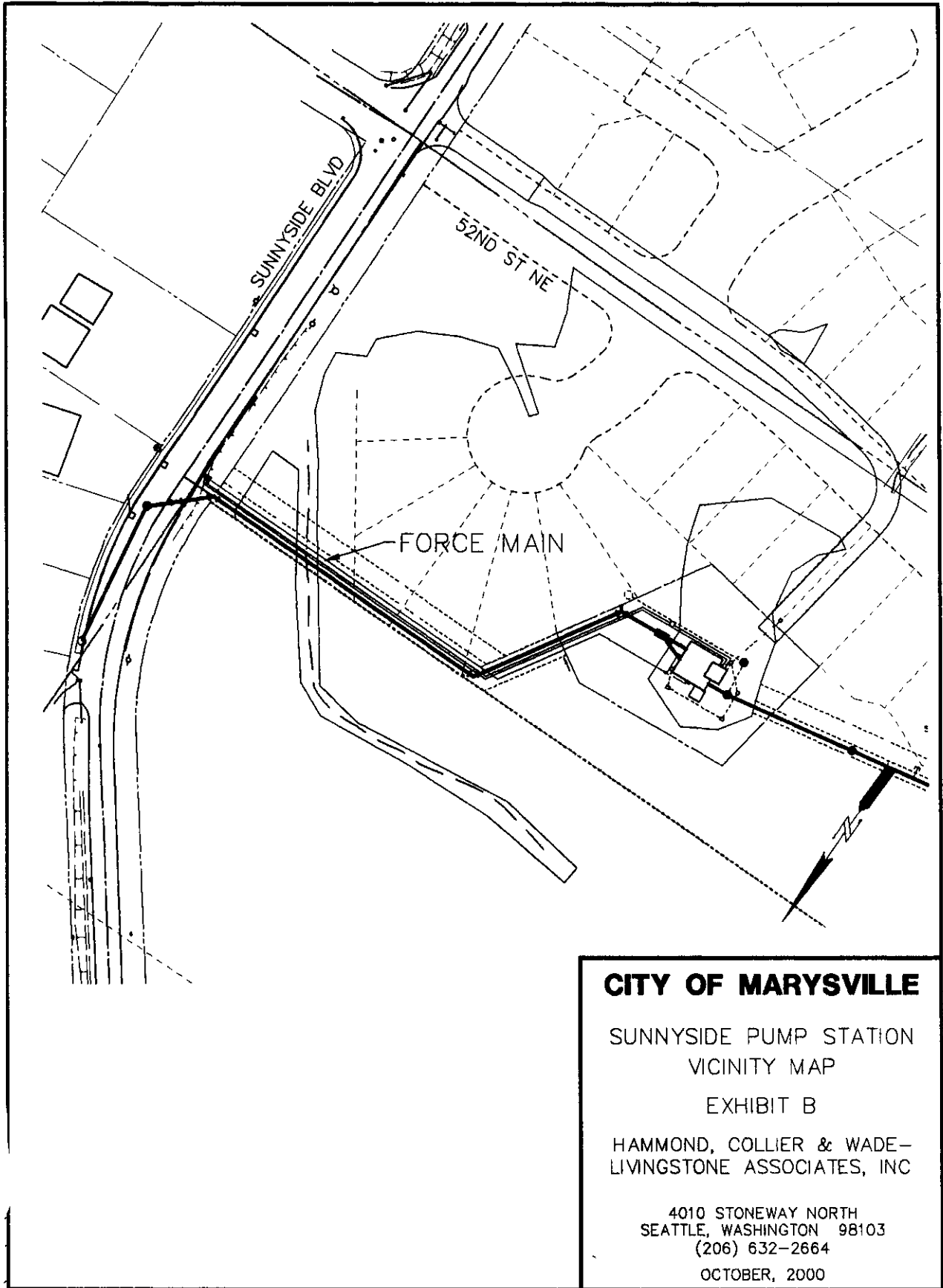
Perry Becker  
City Clerk

David Weston  
Mayor

APPROVED AS TO FORM

By Grant K. Weed  
City Attorney





## **EXHIBIT C**

### **City of Marysville Service Area Trunk D, Phase 1 Boundary Description**

Those portions of Sections 34 and 35 in Township 30 North and Sections 2,3, and 11 in Township 29 North all in Range 5 East, W.M., more particularly described as follows.

BEGINNING at the center of said section 34; thence east along the east-west centerline thereof to the west margin of 53<sup>rd</sup> Avenue Northeast, thence south along said west margin to the south line of said section 34; thence east along the south line thereof and the south line of said section 35 to the east margin of 75<sup>th</sup> Avenue Northeast; thence north along said east margin to the northwest corner of Tract 181 of Sunnyside Five Acre Tracts as recorded in Volume 7 of Plats on page 19, records of Snohomish County Washington; thence east along the north line of said Tract to the southwest corner of Tract 158 of said plat, thence north along the west lines of Tracts 158, 155, 134, 131, 110 and 107 to the northwest corner of said Tract 107, thence east along the north line thereof and its extension to the southwest corner of Tract 87; thence continuing east along the south line thereof to the southwest corner of said Tract 88, thence north along the west lines of Tracts 88, 81, and 64 to the northwest corner of Tract 64 of said plat; thence east along the north line of said Tract 64 to the west margin of 83<sup>rd</sup> Avenue Northeast, thence south along said west margin to the north line of said section 2, thence continuing south along said west margin to the north margin of Soper Hill Road; thence west along said north margin in said sections 2 and 11 to the south line of the southwest quarter of said section 2; thence west along said south line and its extension along the south line of said section 3 to the ten foot elevation contour line based on National Geodetic Vertical Datum, 1929, thence northerly along said contour line through section 3 and into said section 34 to the intersection with the north line of 46<sup>th</sup> Street Northeast extended west, thence east along said extended line to the north-south centerline of said section 34; thence north along said centerline to the center of said section and POINT OF BEGINNING.

**EXHIBIT D**

**TRUNK D GRAVITY SEWER  
PROJECT COST SUMMARY**

Accrued Project Costs	
Survey	\$16,933.33
Easement Acquisition	\$10,000.00
Geotechnical	\$29,480.00
Environmental Analysis	\$16,175 00
Design	\$80,000.00
Electrical & Telemetry	\$13,700 00
Construction Admin	\$83,400 00
Materials Testing	\$2,356.00
Project Admin	<u>\$6,000.00</u>
Subtotal	\$258,044.33
Construction Costs	
Pump Station	\$797,153 54
WSST @ 8 2%	<u>\$65,366.59</u>
Subtotal	\$862,520 13
Total Construction Costs	\$1,120,564 46



200304240256 6 PGS  
04-24-2003 11:27am \$24.00  
SNOHOMISH COUNTY, WASHINGTON

Return Address

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

Please print or type information

<p><b>Document Title(s)</b> (or transactions contained therein):</p> <p>CITY OF MARYSVILLE RECOVERY CONTRACT NO. 251</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p>
<p><b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East</p> <p><input checked="" type="checkbox"/> Additional legal is on page <u>5</u> of document.</p>
<p><b>Reference Number(s) of Documents assigned or released:</b> N/A</p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p><input type="checkbox"/> Additional parcel numbers on page ___ of document.</p>
<p>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.</p>

**CITY OF MARYSVILLE**  
**RECOVERY CONTRACT NO. 251**

The CITY OF MARYSVILLE wishes to establish a fair fee for latecomers benefiting from Phase II of the Trunk D Sewage Lift Station, for which the City has utilized 100% City funding for the benefit of a specific area, that area described in the attached **EXHIBITS B and C**.

**WITNESSETH:**

**WHEREAS**, the City has constructed and installed a sanitary sewage lift station and force main system, known as Trunk D, Phase II, to serve the properties within the service area designated on the attached **EXHIBIT B and C**. Said utility system consists of a 1500 gpm maximum capacity lift station, underlying property, associated appurtenances, and approximately 4,250 lineal feet of ten-inch ductile iron force main.

**WHEREAS**, the City has constructed the utility system at its own cost and has accepted ownership and maintenance of the same under its sole jurisdiction; and

**WHEREAS**, the City desires to record the pro-rata costs pursuant to Chapter 35.91 RCW, providing for reimbursement to the City for construction and installation costs by subsequent users of the system; **NOW, THEREFORE**,

In consideration of the covenants bargained for and given in exchange, the City decrees the following:

1. The original cost expended by the City to construct that portion of the system covered by this Recovery Contract was **NINE HUNDRED EIGHTY THOUSAND, SIX HUNDRED THIRTY FOUR AND FIFTEEN CENTS (\$980,634.15)**. Such costs were borne solely by the City.
2. The property subject to this Recovery Contract shall be all real property located within the boundaries depicted in **EXHIBITS B**, and which are within the service area legally described in **EXHIBIT C**, each of which are attached and incorporated by this reference. Said property consists of approximately 1030 acres and 1667 dwelling units.
3. The maximum amount recoverable under this contract is \$980,634.15. Itemized costs are shown on **EXHIBIT A** attached hereto and incorporated by this reference.

4. From the date of this contract as set forth below, the City shall require the owners of all real estate within the **EXHIBITS B and C** property who hereafter connect to the above-described system, to pay a fair pro-rata share of the cost of the original construction. This fair pro-rata share shall be determined by the number of new dwelling units anticipated to be constructed on the property located in **EXHIBITS B and C**. This, however, does not include any other capital improvement charges or connection fees charged by the City pursuant to ordinance. No property located outside the area described in Exhibits B and C shall be served by said system unless there is an extension which is constructed and financed in accordance with State and local laws and ordinances, and the benefited property owners pay their fair pro-rata share of the improvements described in this contract.

5. The fair pro-rata share is hereby established to be \$594.6841 per dwelling unit.

6. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described system without first paying the City, in addition to any and all of their costs and charges made or assessed for such connection or use, the amount as herein above required.

DATED this 3rd day of March, 2003.

Attest:

CITY OF MARYSVILLE

Perry Becker  
City Clerk

David Weiser  
Mayor

APPROVED AS TO FORM:

By Grant K. Wood  
City Attorney



**EXHIBIT A**  
**Trunk D Phase II**  
**Lift Station and Force Main**

**COSTS**

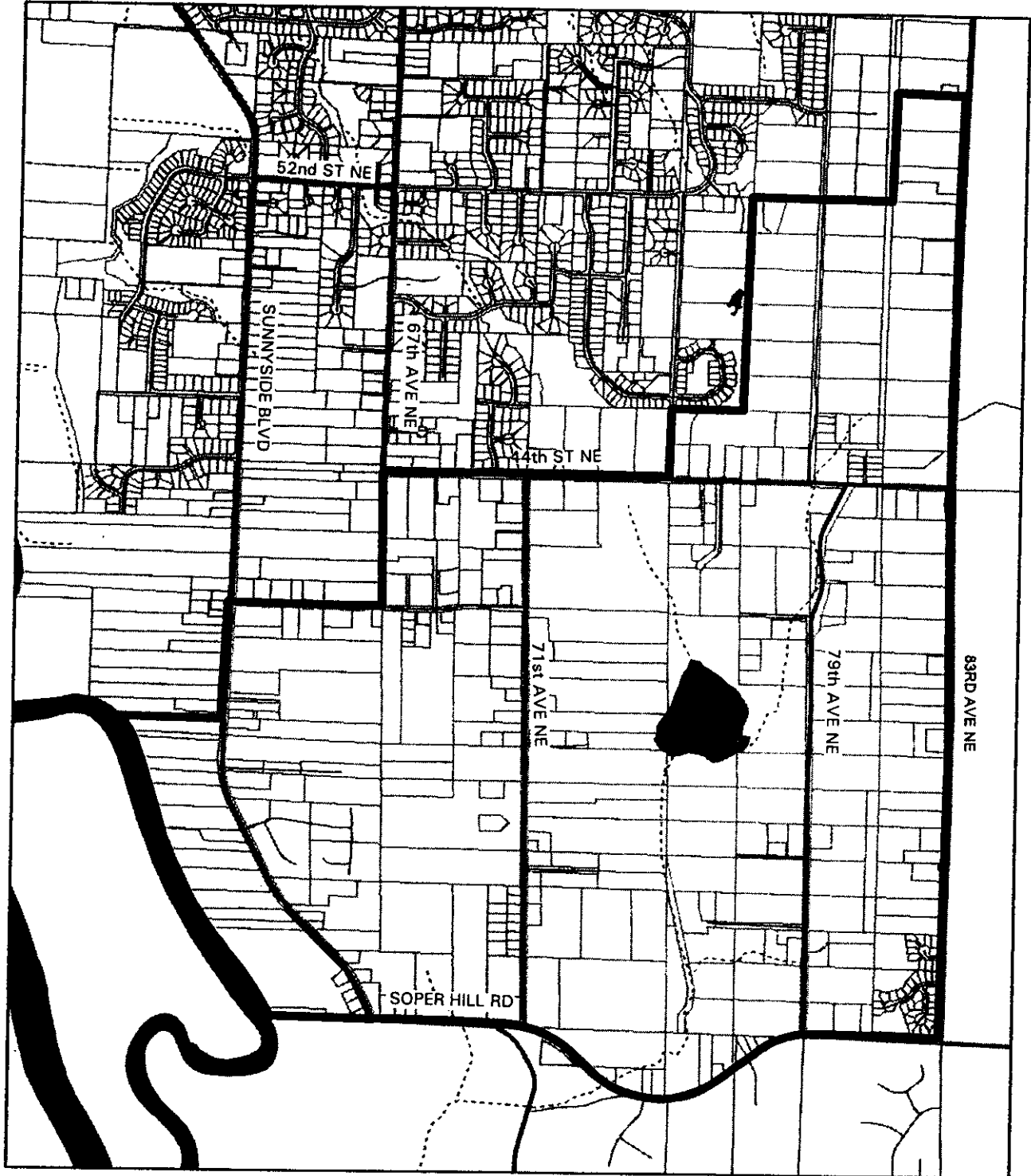
1. Construction	\$769,462.69
2. Engineering Design	\$61,487.46
3. Construction Management	\$109,487.02
4. City Project Management	\$7,984.62
5. Sno. County Permits	\$10,177.71
6. PUD Charges	\$20,459.34
7. Administration	<u>\$1,575.31</u>

**TOTAL = \$980,634.15**

**PRO-RATA SHARE**

Number of dwelling units in service area: 1649 du

Pro-rata share:  $\$980,634.15/1649 = \$594.6841/\text{du}$



# Sunnyside Lift Station Service Area



EXHIBIT B




## EXHIBIT C

### City of Marysville Service Area Soper Hill Pump Station Boundary Description

Those portions of Sections 2, 3, and 11 in Township 29 North and Section 35 in Township 30 North all in Range 5 East, W.M. more particularly described as follows:

BEGINNING at the north  $\frac{1}{4}$  section corner of said section 3; thence east along the north line of said section 3 to the east margin of 53<sup>rd</sup> Avenue NE (also known as Sunnyside Blvd.); thence south along the east margin of 53<sup>rd</sup> Avenue to the south margin of 40<sup>th</sup> Street being the True Point of Beginning: Thence east along the south margin of 40<sup>th</sup> Street to the east line of section 3; thence north along the east line of section 3 to the NW  $\frac{1}{4}$  corner of said section 2: thence east along the north line of said section 2 to the east margin of 75<sup>th</sup> Avenue NE; thence north along said east margin to the northwest corner of Tract 181 of Sunnyside Five Acre Tracts as recorded in Volume 7 of Plats on page 19, records of Snohomish County Washington; thence east along the north line of said Tract 181 to the southwest corner of Tract 158 of said plat; thence north along the west lines of Tracts 158, 155, 134, 131, 110, and 107 to the northwest corner of said Tract 107; thence east along the north line thereof and its extension to the southwest corner of Tract 87; thence continuing east along the south line thereof to the southwest corner of Tract 88; thence north along the west lines of Tracts 88, 81, and 64 to the northwest corner of Tract 64 of said plat; thence east along the north line of said Tract 64 to the west margin of 83<sup>rd</sup> Avenue NE; thence south along said west margin to the north line of said section 2; thence continuing south along said west margin to the north margin of Soper Hill Road; thence west along said north margin of Soper Hill Road to the south line of the south west quarter of said section 2; thence west along said south line and its extension along the south line of said section 3 to the east margin of Ebey Slough: thence north along the east margin of Ebey Slough to the east-west center line of said section 3; thence east along the east-west center line of section 3 to the east margin of Sunnyside Boulevard; thence north along the east margin of Sunnyside Boulevard to the south margin of 40<sup>th</sup> Street being the True Point of Beginning.

<p>Return Address</p> <p>CITY OF MARYSVILLE 4822 GROVE STREET MARYSVILLE, WA 98270</p>	 200304240268 9 PGS 04-24-2003 11:30am \$27.00 SNOHOMISH COUNTY, WASHINGTON
--	--

Please print or type information

<p><b>Document Title(s)</b> (or transactions contained therein):</p> <p>CITY OF MARYSVILLE RECOVERY CONTRACT NO. 253</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials)</p> <p>THE CITY OF MARYSVILLE</p> <p><input checked="" type="checkbox"/> Additional names on page <u>8</u> of document.</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <p>SUNSET BOULEVARD PROPERTY LLC R&amp;D PARK CREEK LLC</p>
<p><b>Legal description</b> (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Portions of Sections 2, 3 and 11 in Township 29 North and Section 35 in Township 30 North, Range 5 East</p> <p><input checked="" type="checkbox"/> Additional legal is on page <u>7</u> of document.</p>
<p><b>Reference Number(s) of Documents assigned or released:</b> N/A</p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p>290503-001-021-00</p> <p><input type="checkbox"/> Additional parcel numbers on page <u>8</u> of document.</p>
<p>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.</p>

After Recording Return to:

CITY OF MARYSVILLE  
4822 GROVE STREET  
MARYSVILLE, WA 98270

**CITY OF MARYSVILLE**  
**CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS**  
**CONTRACT NO. 253**

THIS AGREEMENT, entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "City," and

<p><u>Name</u> Sunset Boulevard Property LLC</p> <p>and</p> <p>R&amp;D Park Creek LLC</p>	<p><u>Address</u> 7323 126<sup>th</sup> Ave NE Kirkland, WA 98033</p> <p>PO Box 410 Clinton, WA 98236</p>
---	---

hereinafter referred to as "Developer."

**WITNESSETH:**

WHEREAS, the Developer has constructed and installed a sewer system, including a 21-inch line and appurtenances situated as follows:

From the connection point of the Trunk D Phase II 10 inch sewer on Sunnyside Boulevard, running north for 2920 LF to the connection to the Phase I sewer at Tract 999 of Westview at Sunnyside Division II.

WHEREAS, the Developer has conveyed said system by Bill of Sale to the City and the City has accepted ownership and maintenance of the same under its sole jurisdiction, subject to a one-year warranty by the Developer; and

WHEREAS, the parties desire to enter into a contract pursuant to Chapter 35.91 RCW providing for reimbursement to the Developer for its construction and installation costs by subsequent users of the system; NOW, THEREFORE,

IN CONSIDERATION of the covenants bargained for and given in exchange, the parties mutually agree as follows:

1. The Developer has furnished or shall furnish the City with an as-built drawing of the installation of the above-referenced system on tracing cloth, 24" x 36" in size, together with receipted bills showing that all charges and expenses incurred in connection with the installation have been paid.

2. The Developer's costs for construction and installation of said utility lines and facilities, including engineering fees, were \$367,564.20, which have been paid in full by the Developer. See Exhibit A for description of costs.

3. The real property described below (or described in the exhibit attached hereto) is benefited by the installation of said utility lines, and is subject to the lien created by this Contract:

See Exhibits B and C for description of service area

4. The proportionate share of the total cost of the utility lines which may be fairly attributed to serving and benefiting the above-described property, as a whole, rather than serving and benefiting the property of the Developer, is \$367,564.20.

5. For a period not to exceed fifteen (15) years from the date of this agreement, the City agrees to require the owners of the above-described real estate who hereafter connect to the above-described utility system to pay a fair pro rata share of the cost referred to in paragraph 4 above. This fair pro-rata share shall be determined from the total number of dwelling units of the property to be served, which is known as the "dwelling unit charge." This, however, does not include any other capital improvement charges levied by the City, whether it be by dwelling of the area served, and/or a flat fee. No property extending beyond the terminus of the above-described system, as of the date said system has been accepted by the City, shall be served by said system unless there is an extension from said terminus which is constructed and financed in accordance with state and local laws and ordinances.
6. The fair pro-rata share is hereby established to be \$210.0367 per dwelling unit of benefiting properties.
7. No person, firm or corporation shall be granted a permit or be authorized by the City to connect to or use the above-described utility system during said fifteen-year period without first meeting the following conditions:
- a. If the property is not within the City limits, the owner thereof must sign an annexation covenant as required by City ordinance.
  - b. Payment of all applicable connection charges, fees and assessments regularly imposed by City ordinance.
  - c. Payment of the recovery charge referred to in this Contract.
  - d. Compliance with all requirements for utility connections which are regularly imposed by City ordinance.
8. The City shall deduct a fee of \$50.00 for each utility connection, said fee to be kept by the City to cover the cost of administering this Contract. The City shall then disburse the remaining balance which is collected for each connection to the Developer within thirty (30) days of receipt thereof. If the Developer shall hereafter assign its rights herein, the City shall be provided with a signed copy of such assignment by the Developer. The Developer hereby waives any claim which it or its successors or assigns may have if the City negligently fails to collect a reimbursement charge from a property owner connecting to the utility system.
9. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this agreement shall terminate in and of itself, notwithstanding that the full amount provided for herein may not have been recovered. Connection charges subsequent to the termination of this agreement shall be governed by ordinance of the City of Marysville, and all such charges shall be paid to the City for its use and benefit.
10. The provisions of this Contract shall not be construed as establishing the City as a public utility in the areas not already connected to the utility system; nor shall this Contract be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.
11. The Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section 3 of this contract.
12. This Contract shall be recorded in the records of the Snohomish County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.
13. Property owners who provided an easement for the sewer main shall be entitled to receive one single-family residential connection to the trunk line without payment of recovery contract charges. Grantor or Grantor's successor, will be required to pay applicable recovery contract charges for any additional connections. Payment of the City's sewer utility connection fee in effect at the time of connection will be required for all connections. See Exhibit D for list of property owners.

ATTEST:

By Perry Becker  
CITY CLERK

THE CITY OF MARYSVILLE:

By David Weiser  
MAYOR

APPROVED AS TO FORM:

By Sunt K. Weed  
CITY ATTORNEY

DEVELOPER:

Robert K. Paul  
Managing Member

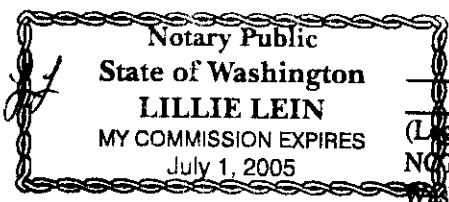
DEVELOPER:

Scott Darling  
Darling Investment LLC - member

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that DAVID A. WEISER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Marysville, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 3rd day of March, 2003.

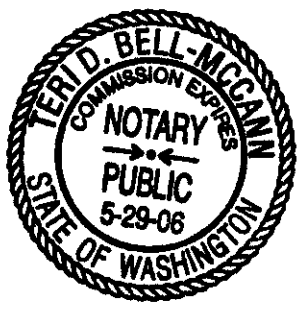


Lillie Lein  
Lillie Lein  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of Washington, residing at Marysville  
My commission expires 7-01-05

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that T. Scott Darling is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of Sunset Blvd LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26th day of February, 2003.

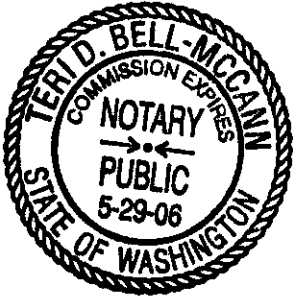


Teri D. Bell-McCann  
Teri D. Bell-McCann  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of Washington, residing at Snohomish County  
My commission expires May 29, 2006

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Robert K. Porter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of R&D Park Creek LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26<sup>th</sup> day of February, 2003.



Teri D. Bell-McCann  
Teri D. Bell-McCann  
(Legibly print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish County  
My commission expires May 29, 2006



**EXHIBIT A  
Trunk D Phase II  
21 inch Sewer**

**COSTS**

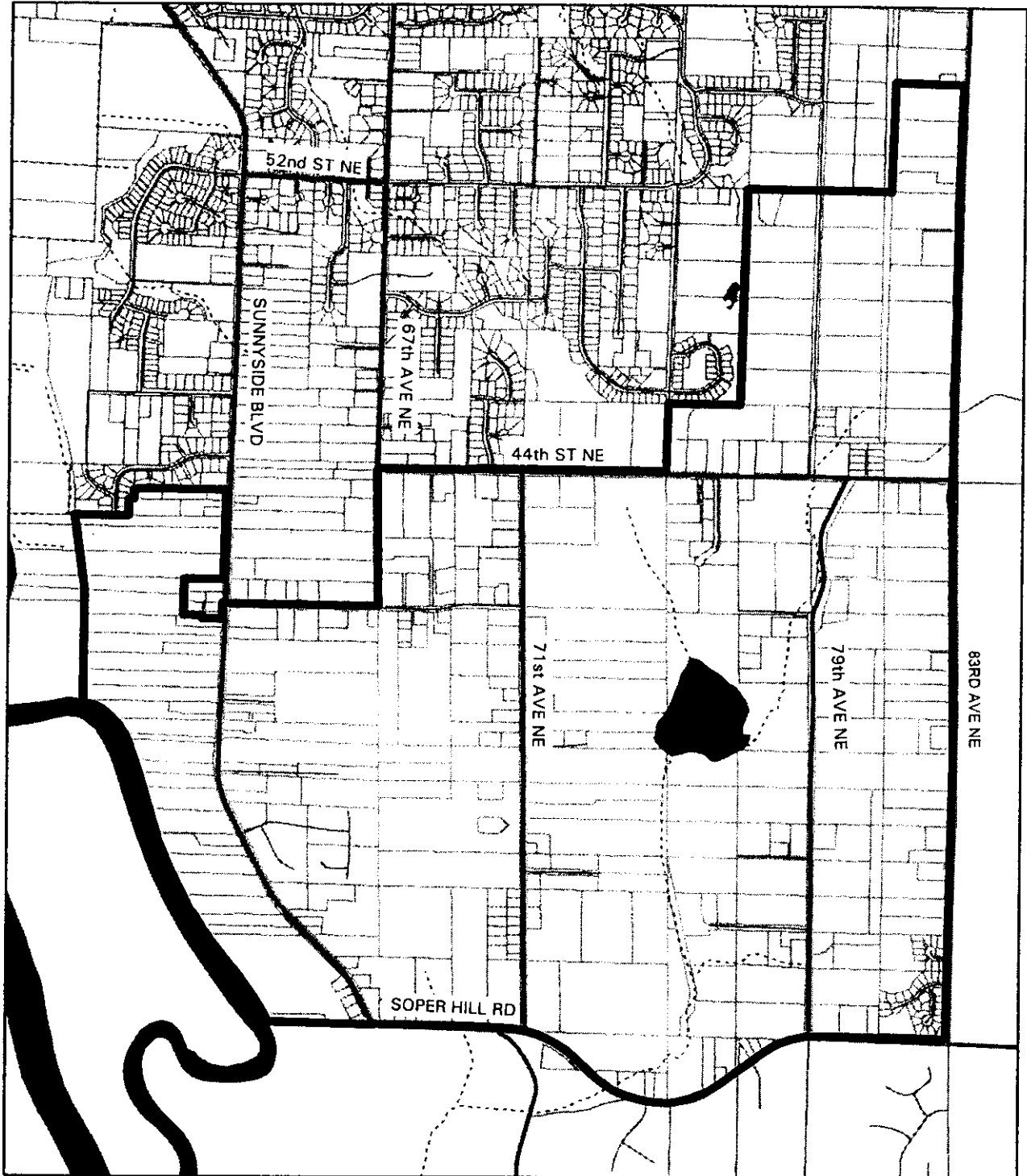
1. Construction	\$273,192.36
2. Easements	\$21,901.00
3. Engineering Design	\$21,830.65
4. Construction Management	\$38,872.06
5. City Project Management	\$2,834.84
6. Sno. County Permits	\$4,274.00
7. PUD Charges	\$4,100.00
8. Administration	<u>\$559.29</u>

**TOTAL = \$367,564.20**

**PRO-RATA SHARE**

Number of dwelling units in service area: **1750 du**

Pro-rata share:  $\$367,564.20/1750 = \mathbf{\$210.0367/du}$



# Sunnyside 21" Sewer Service Area

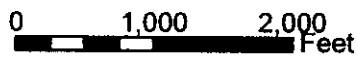


EXHIBIT B



## EXHIBIT C

### City of Marysville Service Area 21 Inch Trunk D Sewer Boundary Description

Those portions of Sections 2, 3, and 11 in Township 29 North and Section 35 in Township 30 North all in Range 5 East, W.M. more particularly described as follows:

BEGINNING at the north  $\frac{1}{4}$  section corner of said section 3; thence south along the north-south centerline of said section 3 to the south line of Plat 8832 (Westview at Sunnyside 2) being the True Point of Beginning; Thence east and north along the south and east boundary of said plat 8832 to the southwest corner of plat 8661 (Westview at Sunnyside 1); thence east along the south boundary of plat 8661 to the west margin of 53<sup>rd</sup> Avenue NE (also known as Sunnyside Blvd.); thence south along the west margin of 53<sup>rd</sup> Avenue to the south margin of 40<sup>th</sup> Street; thence east along the south margin of 40<sup>th</sup> Street to the east line of section 3; thence north along the east line of section 3 to the NW  $\frac{1}{4}$  corner of said section 2; thence east along the north line of said section 2 to the east margin of 75<sup>th</sup> Avenue NE; thence north along said east margin to the northwest corner of Tract 181 of Sunnyside Five Acre Tracts as recorded in Volume 7 of Plats on page 19, records of Snohomish County Washington; thence east along the north line of said Tract 181 to the southwest corner of Tract 158 of said plat; thence north along the west lines of Tracts 158, 155, 134, 131, 110, and 107 to the northwest corner of said Tract 107; thence east along the north line thereof and its extension to the southwest corner of Tract 87; thence continuing east along the south line thereof to the southwest corner of Tract 88; thence north along the west lines of Tracts 88, 81, and 64 to the northwest corner of Tract 64 of said plat; thence east along the north line of said Tract 64 to the west margin of 83<sup>rd</sup> Avenue NE; thence south along said west margin to the north line of said section 2; thence continuing south along said west margin to the north margin of Soper Hill Road; thence west along said north margin of Soper Hill Road to the south line of the south west quarter of said section 2; thence west along said south line and its extension along the south line of said section 3 to the east margin of Ebey Slough; thence north along the east margin of Ebey Slough to the north-south centerline of said section 3; thence north along the north-south centerline of section 3 to the south boundary of plat 8832 being the True Point of Beginning.

**Exhibit D****Property that provided easement for 21 inch sewer**

Owner: William Roberts  
Tax Id: 29050300102100  
Address: 4210 Sunnyside Blvd  
Marysville, WA 98270

Owner: Donald and Marion Hendrickson  
Tax Id: 29050300102200  
Address: 4128 Sunnyside Blvd  
Marysville, WA 98270

Owner: Robert Glein  
Tax Id: 29050300102300  
Address: 4028 Sunnyside Blvd  
Marysville, WA 98270

Owner: David Sears  
Tax Id: 29050300102500  
Address: 2502 25<sup>th</sup> Avenue  
Seattle, WA 98199

Owner: Daphne Sears  
Tax Id: 29050300103300  
Address: 3924 Sunny Ridge Drive  
Marysville, WA 98270

Owner: Stephen Ross  
Tax Id: 29050300102600  
Address: 3906 Sunnyside Blvd  
Marysville, WA 98270

Owner: James Buell  
Tax Id: 29050300103400  
Address: 3830 Sunnyside Blvd  
Marysville, Wa 98270

Owner: Mark Spears  
Tax Id: 29050300103600  
Address: 3810 Sunnyside Blvd  
Marysville, WA 98270

Owner: Carl Peterson  
Tax Id: 290503001037  
Address: 3728 Sunnyside Blvd  
Marysville, WA 98270

Owner: Dee Ann Nelsen  
Tax Id: 29050300103800  
Address: 3704 Sunnyside Blvd  
Marysville, WA 98270

Owner: Harvey Jubie  
Tax Id: 29050300104100  
Address: 3622 Sunnyside Blvd  
Marysville, WA 98270

611251575  
Fidelity National Title

When recorded, return to:  
MANN MORTGAGE, LLC  
Attn: Final Document Department  
1230 WHITEFISH STAGE  
KALISPELL, MT 59901  
406-751-6261

Assessor's Parcel or Account Number: 290502-001-002-00

Abbreviated Legal Description: PTN SE CORNER LT 2, SEC 2-29-5E, W.M., SNOHOMISH COUNTY, WA

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

Trustee: Fidelity National Title

Title Order No.: 611251575  
Escrow No.: 611251575  
LOAN #: 4123764

[Space Above This Line For Recording Data]

### DEED OF TRUST

MIN 1000632-0004116791-5  
MERS PHONE #: 1-888-679-6377

#### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated August 11, 2020, together with all Riders to this document.

(B) "Borrower" is ROMA C YUMUL AND BENJAMIN W YOST, WIFE AND HUSBAND.

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is MANN MORTGAGE, LLC, dba Homeseed.

Lender is a Limited Liability Corporation, organized and existing under the laws of Montana.  
Lender's address is 1220 Whitefish Stage, Kalispell, MT 59901.

(D) "Trustee" is Fidelity National Title.

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



LOAN #: 4123764

(F) "Note" means the promissory note signed by Borrower and dated **August 11, 2020**. The Note states that Borrower owes Lender **THREE HUNDRED SEVENTY FOUR THOUSAND TWO HUNDRED AND NO/100** Dollars (U.S. **\$374,200.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 1, 2050**.

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

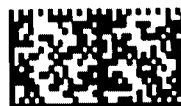
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys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

[Type of Recording Jurisdiction]

of **Snohomish**

[Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".**  
**APN #: 290502-001-002-00**



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which currently has the address of **7715 40th St NE, Marysville,**  
Washington **98270** ("Property Address"):  
[Zip Code]

[Street] [City]

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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





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Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

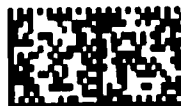
**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's



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

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

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

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

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

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

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

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

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

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

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



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Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed



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

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

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

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

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

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

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

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

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

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects



**LOAN #: 4123764**

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



LOAN #: 4123764

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

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

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

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

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

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

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

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

[Signature] 8/11/2020 (Seal)  
ROMA CYUMUL DATE

[Signature] 8/11/2020 (Seal)  
BENJAMIN WYOST DATE

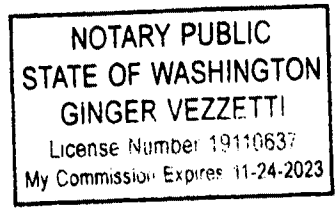
STATE OF WA COUNTY OF SNOHOMISH SS:

On this day personally appeared before me ROMA CYUMUL AND BENJAMIN WYOST to me known to be the individual party/parties described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of AUG, 2020.

[Signature]  
Notary Public in and for the State of  
Washington, residing at MARYSVILLE

My Appointment Expires on 11/24/2023



**LOAN #: 4123784**

**Lender: MANN MORTGAGE, LLC, dba Homestead**  
**NMLS ID: 2550**  
**Loan Originator: Ryan Tosch**  
**NMLS ID: 1568419**



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 290502-001-002-00**

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BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

AND RUNNING THENCE WEST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 660 FEET TO THE SOUTHEAST CORNER OF PARCEL A IN DEED RECORDED JUNE 17, 1977 UNDER AUDITOR'S FILE NUMBER 7706170218 BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 660 FEET;

THENCE EAST 330 FEET TO THE WEST LINE OF A TRACT CONVEYED UNDER DEED RECORDED JUNE 11, 1947 UNDER AUDITOR'S FILE NUMBER 847161;

THENCE SOUTH 660 FEET ALONG A LINE PARALLEL WITH THE EAST BOUNDARY LINE OF SAID LOT;

THENCE WEST 330 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID LOT TO THE TRUE POINT OF BEGINNING,

EXCEPT THE SOUTH 15 FEET;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 15 FEET OF THE EAST HALF OF GOVERNMENT LOT 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT COUNTY ROAD.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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AMERICAN  
LAND TITLE  
ASSOCIATION





**LOAN #: 4123764**  
**MIN: 1000632-0004116791-5**

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

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **11th** day of **August, 2020**, 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 **MANN MORTGAGE, LLC, dba Homeseed, a Limited Liability Corporation**

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:  
**7715 40th St NE, Marysville, WA 98270.**

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 **MANN MORTGAGE, LLC, dba Homeseed.**

Lender is **a Limited Liability Corporation** organized and existing under the laws of **Montana.** Lender's address is **1220 Whitefish Stage, Kalispell, MT 59901.**

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.



**LOAN #: 4123764**

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

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

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

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

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

**APN #: 290502-001-002-00**

which currently has the address of **7715 40th St NE, Marysville,**

[Street][City]

**WA 98270** ("Property Address"):  
[State] [Zip Code]

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

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

**C. NOTICES**

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

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



**LOAN #: 4123764**

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

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

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

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

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




**LOAN #: 4123764**

**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.

  
ROMA CYUMUL \_\_\_\_\_ 8/11/2020 (Seal)  
DATE

  
BENJAMIN W YOST \_\_\_\_\_ 8/11/2020 (Seal)  
DATE



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 290502-001-002-00**

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AND RUNNING THENCE WEST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 660 FEET TO THE SOUTHEAST CORNER OF PARCEL A IN DEED RECORDED JUNE 17, 1977 UNDER AUDITOR'S FILE NUMBER 7706170218 BEING THE TRUE POINT OF BEGINNING;

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