



# CHICAGO TITLE COMPANY

701 FIFTH AVENUE, #2300, SEATTLE, WA 98104

PHONE: (206)628-5610  
FAX: (206)628-9717

ORDER NO: 001320120  
YOUR NO: BENJAMIN TRUST TO T.D. HOLDINGS  
UNIT NO: 06  
LOAN NO:

## SUPPLEMENTAL COMMITMENT

AK

### ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER: 1 OF THE THIRD COMMITMENT  
SELLER: BENJAMIN TRUST  
PURCHASER/BORROWER: T.D. HOLDINGS, LLC  
PROPERTY ADDRESS: 13640 NORTHEAST 100TH STREET  
KIRKLAND, WASHINGTON 98033

Our Title Commitment dated 07/18/12 at 8:00 A.M. is supplemented as follows:

AL

PARAGRAPH NUMBER(S) 4 AND 5 OF OUR COMMITMENT IS (ARE) ELIMINATED.

AM

THE FOLLOWING PARAGRAPH(S) HAS (HAVE) BEEN ADDED TO OUR COMMITMENT:

AN

PARAGRAPH NUMBER 11:

AO

1. 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: 2013  
TAX ACCOUNT NUMBER: 124670-0339-09  
LEVY CODE: 2019  
ASSESSED VALUE-LAND: \$ 450,000.00  
ASSESSED VALUE-IMPROVEMENTS: \$ 10,000.00  
  
GENERAL & SPECIAL TAXES: BILLED: \$ 5,233.25  
PAID: \$ 2,616.63  
UNPAID: \$ 2,616.62

AP

THERE HAS BEEN NO CHANGE IN THIS COMMITMENT SINCE JULY 18, 2012, EXCEPT THE MATTERS NOTED HEREINABOVE.

SEE NEXT PAGE

CHICAGO TITLE COMPANY

Order No.: 1320120  
Your No.: BENJAMIN TRUST TO T.D. HOLDINGS  
Unit No.: 06

SUPPLEMENTAL COMMITMENT  
(Continued)

AQ

THE COMMITMENT EFFECTIVE DATE IS HEREBY AMENDED TO BE JUNE 21, 2013.

AR

JUNE 26, 2013

AUTHORIZED BY: KEITH EISENBREY

# CHICAGO TITLE COMPANY

701 FIFTH AVENUE, #2300, SEATTLE, WA 98104

## A.L.T.A. COMMITMENT SCHEDULE A

**THIRD COMMITMENT**  
Order No.: 1320120

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Title Unit: U-06                      Customer Number: BENJAMIN TRUST TO TAYLOR DEV  
Phone: (206)628-5610      Buyer(s): TAYLOR DEVELOPMENT  
Fax: (206)628-9717  
Officer: SAVIDIS/CAMPBELL/EISENBREY/HARRIS

---

Commitment Effective Date: JULY 18, 2012                      at 8:00 A.M.

1. Policy or Policies to be issued:                      PREMIUM APPLICABLE BETWEEN \$1,390,001.00 - \$1,400,000.00

ALTA Owner's Policy	Amount:	\$1,295,000.00
EXTENDED POLICY (6/17/2006)	Premium:	\$ 2,965.00
RESIDENTIAL RESALE/COMBINATION RATE	Tax:	\$ 281.68

Proposed Insured:  
TAYLOR DEVELOPMENT

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

Policy or Policies to be issued:

ALTA Loan Policy	Amount:	\$0.00
	Premium:	
	Tax:	

Proposed Insured:

2. The estate or interest in the land which is covered by this Commitment is:  
FEE SIMPLE

3. Title to the estate or interest in the land is at the effective date hereof vested in:  
KARL M. BENJAMIN, SUCCESSOR TRUSTEE OF THE BENJAMIN TRUST DATED  
SEPTEMBER 23, 1994

4. The land referred to in this Commitment is described as follows:  
SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No.: 1320120  
Your No.:

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

THE SOUTH HALF OF LOT 6, EXCEPT THE WEST 120 FEET THEREOF;

ALL OF LOT 7, EXCEPT THE WEST 120 FEET THEREOF, AND EXCEPT THE EAST 75 FEET  
OF THE WEST 195 FEET OF THE SOUTH 135 FEET THEREOF;

ALL IN BLOCK 160, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE,  
DIVISION NUMBER 31, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 25 OF  
PLATS, PAGE 26, IN KING COUNTY, WASHINGTON.

CHICAGO TITLE COMPANY

A.L.T.A. COMMITMENT  
**SCHEDULE B**

Order No.: 1320120  
Your No.:

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Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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; reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

**SPECIAL EXCEPTIONS FOLLOW**

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 001320120  
Your No.:

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**SPECIAL EXCEPTIONS**

**AH** 1. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE PLAT OF BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION 31, RECORDED IN VOLUME 25 OF PLATS, PAGE 26.

**B** 2. CRITICAL AREAS NOTICE, INCLUDING THE TERMS AND PROVISIONS THEREOF:

RECORDED: MAY 8, 2006  
RECORDING NUMBER: 20060508000919

**F** 3. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED.

THE PROPERTY DESCRIBED HEREIN IS SITUATED WITHIN THE BOUNDARIES OF LOCAL TAXING AUTHORITY OF UNINCORPORATED KING COUNTY. PRESENT RATE IS 1.78%.

ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

(NOTE: A DEED EXEMPT FROM EXCISE TAX IS STILL SUBJECT TO THE \$5.00 TECHNOLOGY FEE AND AN ADDITIONAL \$5.00 AFFIDAVIT PROCESSING FEE).

**G** 4. 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: 2011  
TAX ACCOUNT NUMBER: 124670-0339-09  
LEVY CODE: 7260  
ASSESSED VALUE-LAND: \$ 749,000.00  
ASSESSED VALUE-IMPROVEMENTS: \$ 1,000.00

GENERAL & SPECIAL TAXES: BILLED: \$ 8,987.88  
PAID: \$ 4,493.94  
UNPAID: \$ 4,493.94

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1320120  
Your No.:

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**SPECIAL EXCEPTIONS**

- o 5. 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:	2012
TAX ACCOUNT NUMBER:	124670-0339-09
LEVY CODE:	2019
ASSESSED VALUE-LAND:	\$ 728,000.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 1,000.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 7,945.79
	PAID: \$ 0.00
	UNPAID: \$ 7,945.79

NOTE: IF THE TAX AMOUNT IS NOT EVENLY DIVISIBLE INTO TWO PAYMENTS, KING COUNTY WILL REQUIRE THE HALF PAYMENT BE ROUNDED UP TO THE NEXT CENT. FAILURE TO ROUND UP THE HALF PAYMENT MAY RESULT IN REJECTION OF THE TAX PAYMENT BY THE COUNTY.

- c 6. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR:	JEANE M. BENJAMIN, AS HER SEPARATE ESTATE
TRUSTEE:	WASHINGTON TITLE CO
BENEFICIARY:	WASHINGTON MUTUAL BANK
AMOUNT:	\$ 100,000.00
DATED:	MARCH 14, 2003
RECORDED:	MARCH 19, 2003
RECORDING NUMBER:	20030319001008
LOAN NUMBER:	0616610382

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

- d IF THE DEED OF TRUST SHOWN ABOVE WAS GIVEN TO SECURE A LINE OF CREDIT, THE COMPANY WILL REQUIRE A COPY OF A REQUEST FROM THE BORROWER TO THE LENDER THAT THE CREDIT LINE WILL BE CLOSED AND THAT THE DEED OF TRUST

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1320120  
Your No.:

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**SPECIAL EXCEPTIONS**

**WILL BE RECONVEYED.**

- E** 7. TERMS, POWERS, CONDITIONS, AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE IS HELD. A COPY OF THE TRUST AGREEMENT AND ANY AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.

IF THE PROPERTY WHICH IS THE SUBJECT OF THIS TRANSACTION CONSTITUTES MORE THAN 25 PER CENT OF THE NET FAIR MARKET VALUE OF THE TRUST PRINCIPAL, PROOF MUST BE FURNISHED THAT THE TRUSTEE HAS COMPLIED WITH THE 20 DAY NOTICE TO THE BENEFICIARIES OF THE NATURE AND TERMS OF THE INTENDED TRANSACTION AS PROVIDED BY RCW 11.100.140.

- I** 8. THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION DOES NOT CONFORM TO THEIR EXPECTATIONS.

- AJ** 9. TO PROVIDE AN EXTENDED COVERAGE OWNER'S POLICY, GENERAL EXCEPTIONS A THROUGH D INCLUSIVE ARE HEREBY DELETED. GENERAL EXCEPTIONS E THROUGH H WILL REMAIN IN THE OWNER'S POLICY TO ISSUE.

SEE SPECIAL EXCEPTION NO. 10, FOR ADDITIONAL EXTENDED COVERAGE MATTERS.

- AI** 10. DUE TO FENCES AND BUILDING EAVE ALONG THE WESTERLY, NORTHERLY, EASTERLY AND SOUTHERLY PROPERTY LINES, THE FOLLOWING MATTERS WILL SHOW ON THE EXTENDED COVERAGE OWNER'S POLICY TO ISSUE:

A. ANY LOSS OR DAMAGE RESULTING FROM THE ENCROACHMENT OF PERIMETER FENCES, PERIMETER WALLS AND PLANTINGS OF ANY NATURE ONTO OR OFF FROM THE SUBJECT PROPERTY.

THIS PARAGRAPH MAY BE AMENDED OR DELETED UPON THE SUBMISSION AND REVIEW OF AN ALTA SURVEY CERTIFIED TO THIS COMPANY.

- K** NOTE 1:  
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.

- R** NOTE 2:



CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 1320120  
Your No.:

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**SPECIAL EXCEPTIONS**

IN THE EVENT THE OWNER'S POLICY COVERAGE IS CHANGED FROM EXTENDED TO STANDARD COVERAGE A CHARGE OF \$215.00, PLUS \$20.43 SALES TAX, WILL BE ADDED TO COVER THE COSTS RELATING TO THE EXTENDED COVERAGE INSPECTION.

s NOTE 3:  
THE PREMIUM FOR THE EXTENDED COVERAGE OWNER'S POLICY IS ITEMIZED AS FOLLOWS:

DESCRIPTION	AMOUNT
STANDARD COVERAGE:	\$ 1,906.00
SALES TAX:	\$ 181.07
EXTENDED COVERAGE SURCHARGE:	\$ 1,059.00
SALES TAX ON SURCHARGE:	\$ 100.61
TOTAL PREMIUM, INCLUDING TAX:	\$ 3,246.68

x NOTE 4:  
EFFECTIVE JANUARY 1, 1997, DOCUMENT FORMAT AND CONTENT REQUIREMENTS HAVE BEEN IMPOSED BY WASHINGTON LAW. FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS MAY RESULT IN REJECTION OF THE DOCUMENT BY THE COUNTY RECORDER OR IMPOSITION OF A \$50.00 SURCHARGE.

FOR DETAILS OF THESE STATEWIDE REQUIREMENTS PLEASE VISIT THE KING COUNTY RECORDER'S OFFICE WEBSITE AT [WWW.KINGCOUNTY.GOV/BUSINESS/RECORDERS.ASPX](http://WWW.KINGCOUNTY.GOV/BUSINESS/RECORDERS.ASPX) AND SELECT ONLINE FORMS AND DOCUMENT STANDARDS.

THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

PTN LOTS 6 AND 7, BL 160, VOL 25 OF PLATS, PG 26.

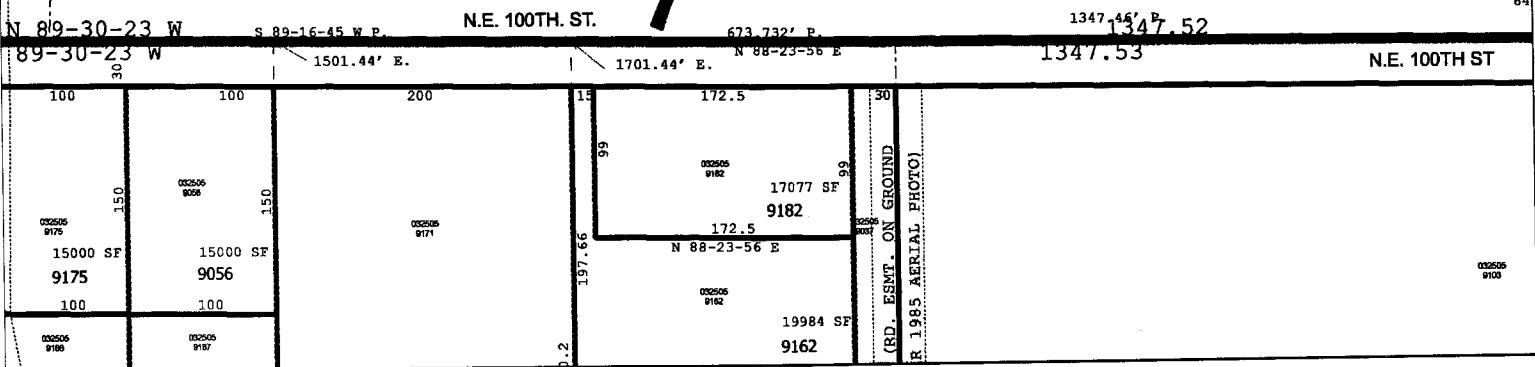
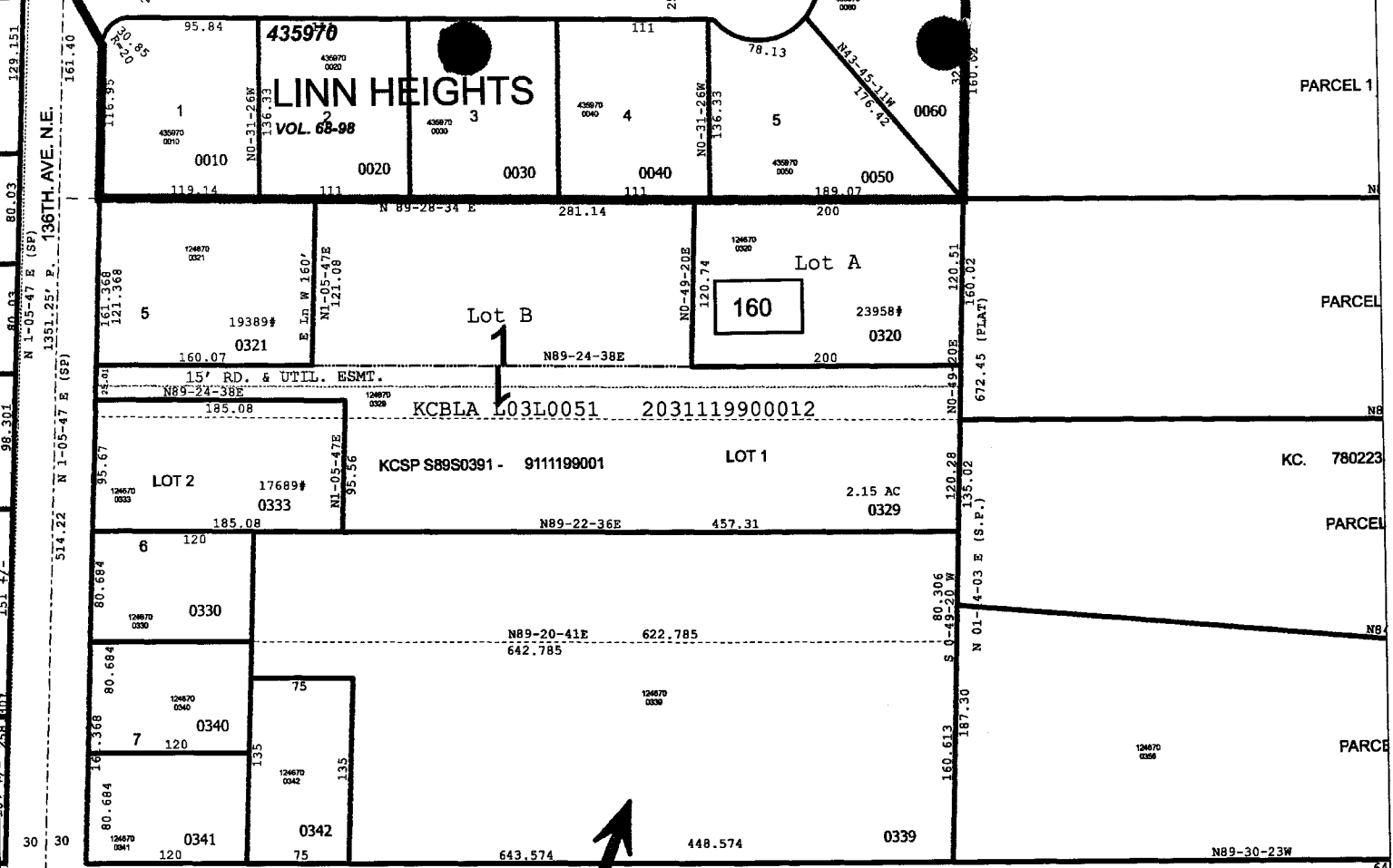
**END OF SCHEDULE B**

# LINN HEIGHTS

435970  
VOL. 68-98

PARCEL 1

0060



(RD. ESMT. ON GROUND  
R 1985 AERIAL PHOTO)

AFTER RECORDING MAIL TO

Name Jeane M Benjamin  
Address 13640 NE 100th Street  
City, State, Zip Kirkland, WA 98033



**20040628000730**  
TICOR NATIONAL GCD 19 00  
PAGE 001 OF 001  
06/28/2004 10:44  
KING COUNTY, WA

Filed for Record at Request of

**E2050216**

06/28/2004 10:43  
KING COUNTY, WA  
TAX \$2 00  
SALE \$0 00

PAGE 001 OF 001

**TICOR TITLE**

*W1963-1*

**QUIT CLAIM DEED**

THE GRANTOR(S) JEANE M BENJAMIN, AS HER SEPARATE ESTATE

for and in consideration of Ten dollars and other good and valuable consideration

conveys and quit claims to The Benjamin Trust, dated 23 September 1994, Jeane M Benjamin, Trustor and/or Trustee, and any amendments thereto

the following described real estate, situated in the County of King, state of Washington, together with all after acquired title of the grantor(s) therein

THE SOUTH HALF OF LOT 6, EXCEPT THE WEST 120 FEET THEREOF,  
ALL OF LOT 7, EXCEPT THE WEST 120 FEET THEREOF,  
ALSO EXCEPT THE EAST 75 FEET OF THE WEST 195 FEET OF THE SOUTH  
135 FEET THEREOF, ALL IN BLOCK 160, BURKE & FARRAR'S KIRKLAND  
ADDITION TO THE CITY OF SEATTLE, DIVISION NUMBER 31, ACCORDING  
TO THE PLAT THEREOF RECORDED IN VOLUME 25 OF PLATS, PAGE 26, IN  
KING COUNTY, WASHINGTON

**TICOR TITLE COMPANY has placed this document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document**

Assessor's Property Tax Parcel/Account Number 1246700339-09

Dated June 23, 2004

*Jeane M Benjamin*  
\_\_\_\_\_  
Jeane M Benjamin

STATE OF Washington )  
COUNTY OF King )-ss

I certify that I know or have satisfactory evidence that Jeane M Benjamin  
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument

Dated June 23, 2004

*Jared E Adams*  
\_\_\_\_\_  
Notary Public in and for the state of Washington  
My appointment expires November 7, 2007

Notary Public  
State of Washington  
JARED E ADAMS  
MY COMMISSION EXPIRES  
November 7, 2007

LPB-12(i) 7/97

70

K

D Mar 7-51

4114802

Feb 27-51 \$10 \$6.05 1rs \$5.50 st

Ida L. Wetmore, formerly Ida Laverne Price, and R.D. Wetmore, hh  
to Francis M. Benjamin and Jeane Benjamin, hw  
fp c&w to sp the fdre sitin kw

1/2 of lot 6 and all of lot 7, blk 160, Burke & ~~Kirkland~~ Farrar's Kirkland  
Addn to the cof s, Div No 31, accding to it thro recorded in vol 25 of  
pits pg 26, records of mico  
sub to rights, reservations, esmts and restrictios of recrd.

Ida L. Wetmore  
R. D. Wetmore

kw Feb 27-51 by Ida L. Wetmore, formerly Ida Laverne Price, and  
R.D. Wetmore, hh bef Robert K. Thompson np for wn res at S(ns  
Aug 8-54) ml to Met Fed Sav & Ln Assn 1325 4 Ave fldby STC

jr

1

SM Mar 7-51  
Feb 27 51

38 *Carleton* K

Seaboard Branch, Seattle First National Bank  
to John F. Boesprug and Margaret F. Boesprug, hw  
fp sat and dis the mtg dtd Sept 3-43 exec by sp tsn  
ht, and dis the mtg in the office of the co aud of  
vol 1888 of mtg pg 2 being #3333582  
IWWsd corp has caused this inst beexec  
Seaboard Branch  
Seattle

4114803

K

corp sl  
kw Feb 2751 by G  
of sd orp (cr)  
Mm fp 408

# BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE

Division No 31  
February, 1921 Scale 1"=160' Gardner, Gardner & Fischer, Inc.  
Engineers

### Description

This plot of Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 31, embraces the NW 1/4 of the S.W. 1/4, the S.W. 1/4 of the S.W. 1/4, the W. 1/2 of the S.E. 1/4 of the S.W. 1/4, and S.E. 1/4 of the S.E. 1/4 of the S.W. 1/4 of Section 34, Twp. 26 N., Range 5 E., W.M. All distances are as shown on this plot in feet.

### Dedication

Know all men by these presents, that we, Burke & Farrar, Inc., a corporation organized under the laws of the State of Washington, owners in fee simple of the land hereby plotted, hereby declare this plot and dedicate to the use of the public forever all streets, avenues, boulevards, and alleys for whatever public property there is shown on the plot, and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts or fills upon the lots, blocks and tracts shown upon this plot in the original reasonable grading of all the streets, avenues, boulevards, and alley shown thereon. In witness whereof the said Corporation has caused its Corporate name to be hereunto subscribed and its seal affixed this 28th day of February, A.D. 1921.

BURKE & FARRAR, INC.,  
By Bert Farrar, President  
By W. B. Stratton, Secretary



### Acknowledgment

STATE OF WASHINGTON)  
COUNTY OF KING )  
This is to certify that on this 28th day of February, A.D. 1921, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Bert Farrar, and W. B. Stratton, President and Secretary respectively of Burke & Farrar, Inc., a Corporation, to me known to be the individuals who execute the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized by said Corporation to execute the said instrument and that the seal thereon is the corporate seal of the said Corporation. In witness whereof I have hereunto set my hand and affixed my official seal the day and year above written.

Clara I. Shannon,  
Notary Public in and for the State  
of Washington, residing at Seattle.



### Certificate

We hereby certify that the plot of Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 31, is based upon an actual survey and subdivision of Section 34, Township 26 N., Range 5 E., W.M., that the distances and courses, as shown thereon are correct, that monuments have been set and the lots and blocks have been staked on the ground.

Gardner, Gardner & Fischer, Inc.,  
By A. M. Fischer,  
Examined and approved this 28th day of February, A.D. 1921,  
Thomas D. Hunt,  
County Engineer  
By Thomas D. Hunt,  
Deputy  
Examined and approved this 28th day of February, A.D. 1921

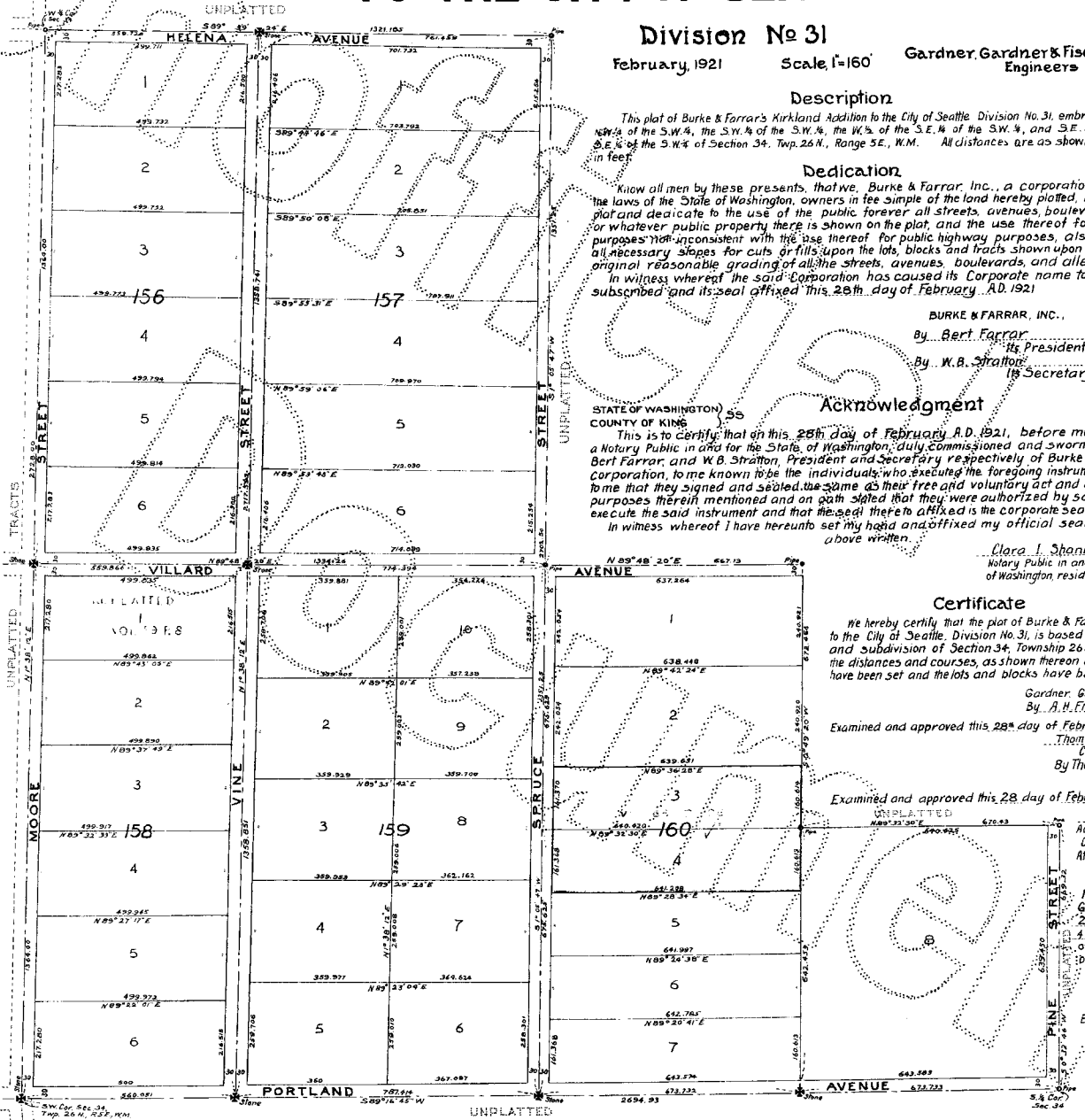


L. C. Smith,  
Act. Chairman Board of  
Co. Commissioners  
Attest J. M. Dutton,  
Dep. Clerk of the Board

Filed for record at the request of  
Gardner, Gardner & Fischer, Inc., Feb.  
28th, A.D. 1921, at 59 minutes past  
4 P.M. and recorded in Vol. 25  
of plats, page 28, Records  
of King County, Washington,

By \_\_\_\_\_  
County Auditor  
By \_\_\_\_\_  
Deputy

1418654



UNPLATTED  
HELENA AVENUE  
VILLARD AVENUE  
MOORE STREET  
VINE STREET  
SPRUCE STREET  
PORTLAND AVENUE  
UNPLATTED

JAG BASRA.  
P.O Box 2127  
KIRKLAND, WA, 98083



20060508000919

CUSTOMER  
PAGE 001 OF 003 N  
05/08/2006 12:35  
KING COUNTY, WA

34.00

Document Title(s) (or transactions contained herein): \_\_\_\_\_

CRITICAL AREAS NOTICE ON TITLE.

Reference Number(s) of Documents assigned or released: L0609084

Additional reference numbers on page \_\_\_\_\_ of document(s)

Grantor(s) (last name, first name, initials): BENJAMIN TRUST -

KARL BENJAMIN, TRUSTEE

Additional names on page \_\_\_\_\_ of document(s)

Grantee(s) (last name, first name, initials): KING COUNTY

Additional names on page \_\_\_\_\_ of document(s): \_\_\_\_\_

Legal description (abbreviated):

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Plat/Section: 34 Township: 26N Range: 05E

Additional legal is on page \_\_\_\_\_ of document(s)

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Plat/Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Additional legal is on page \_\_\_\_\_ of document(s)

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Plat/Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Additional legal is on page \_\_\_\_\_ of document(s)

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Plat/Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Additional legal is on page \_\_\_\_\_ of document(s)

Assessor's Property Tax Parcel/Account Number(s): 1246700339

**DO NOT WRITE IN MARGINS**

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

P16/3006/Not-req. 3 3/27/97-10:54 AM/03



King County  
Dept. of Development and  
Environmental Services  
Land Use Services Division  
900 Oakesdale Avenue Southwest  
Renton, Washington 98055-1219

- Erosion Hazard
- Seismic Hazard
- Landslide Hazard
- Steep Slope Hazard
- Coal Mine Hazard
- Type S Aquatic Area

- Type F Aquatic Area
- Type N Aquatic Area
- Type O Aquatic Area
- Flood Hazard Area
- Category I Wetland
- Category II Wetland
- Category III Wetland

- Category IV Wetland
- Wildlife Habitat Corridor
- Critical Aquifer Recharge Area, Category I
- Critical Aquifer Recharge Area, Category II
- Critical Aquifer Recharge Area, Category III
- Wildlife Habitat Conservation Area

For Permit Number: LO6CG084  
 For Parcel Number: 1246700339, more fully  
 described as (street address) 13640 N.E. 100th St.

This property contains critical areas and/or critical area buffers, as defined by the King County Critical Areas Ordinance, KCC 21A.24. The provisions of the Critical Areas Ordinance apply to this property. Limitation may exist on actions in or affecting the critical areas or their buffers present on this property. For further information regarding such limitation, please contact the Land Use Services Division of King County or its successor agency. This notice shall run with the land and shall not be removed except upon specific written authorization recorded herein by King County.

I, (print) Karl Benjamin, Trustee, hereby certify that I am the owner of the above-referenced property.

x [Signature], Trustee  
 (Owner's Signature)

SUBSCRIBED AND SWORN TO before me this 26 day of April, 2006 19

Notary Public  
 not State of Washington  
 JARED E. ADAMS  
 MY COMMISSION EXPIRES  
 November 7, 2007

Notary Public in and for the  
 State of Washington, residing at Shoreman, WA  
[Signature]  
J. E. Adams

Attachments



King County  
Dept. of Development and Environmental Services  
Land Use Services Division  
900 Oakdale Avenue Southwest  
Renton, Washington 98055-1219

Assessor Legal Description Records:

Account Number	124670033909	Record Number	01 - 02
Legal Description	6-7 160 BURKE-FARRARS KIRKLAND DIV # 31 S 1/2 OF 6 & ALL 7 LESS W 120 FT THOF LESS W 75 FT OF S 135 FT THOF TAX POR PARTIALLY EX PER RCW 84.36.381 THRU .389 BURKE-FARRARS KIRKLAND DIV #31 S 1/2 OF 6 & ALL 7 LESS W 120 FT THOF LESS W 75 FT OF S 135 FT THOF TAX POR PARTIALLY EX PER RCW 84.36.381 THRU .389 NOT INCL		

I, (print) Karl Benjamin, TR, hereby certify that I am the owner of the above- referenced property.

x Karl Benjamin, Trustee  
(Owner's Signature)

SUBSCRIBED AND SWORN TO before me this 26 day of April, 2000

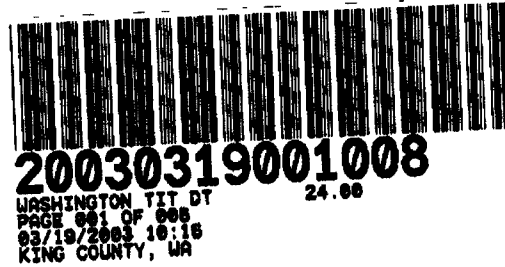
Notary Public  
State of Washington  
JARED E. ADAMS  
MY COMMISSION EXPIRES  
November 7, 2007

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

Shoreline, WA  
x J. E. Adams



Recording requested by and, when recorded return to  
WASHINGTON MUTUAL BANK  
CONSUMER LOAN RECORDS CENTER  
1170 SILBER RD  
HOUSTON, TX 77055  
ATTN: MAILSTOP: CLRVLTX



WAT 289084-3



**EQUITY LINE OF CREDIT  
DEED OF TRUST**

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THIS DEED OF TRUST (Security Instrument) is between  
JEANE M. BENJAMIN, AS HER SEPARATE ESTATE

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whose address is \_\_\_\_\_  
13640 NE 100TH ST KIRKLAND, WA 98033-5232  
("Grantor"), \_\_\_\_\_ WASHINGTON TITLE CO \_\_\_\_\_, a  
WASHINGTON corporation, the address of which is  
15 S. GRADY WAY STE 120  
RENTON, WA 98055 ("Trustee"), and

"Washington Mutual Bank, which is organized and existing under the laws of Washington State, and whose address is 1201 Third Avenue, Seattle, Washington 98101 ("Beneficiary") and its successors or assigns."

1 **Granting Clause** Grantor hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale, the real property in \_\_\_\_\_ KING \_\_\_\_\_ County, WASHINGTON, described below, and all rights and interest in it Grantor ever gets THE SOUTH HALF OF LOT 6, EXCEPT THE WEST 120 FEET THEREOF; ALL OF LOT 7, EXCEPT THE WEST 120 FEET THEREOF; ALSO EXCEPT THE EAST 75 FEET OF THE WEST 195 FEET OF THE SOUTH 135 FEET THEREOF, ALL IN BLOCK 160, BURKE & FARRAR'S KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NUMBER 31, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 25 OF PLATS, PAGE(S) 26, IN KING COUNTY, WASHINGTON.

Tax Parcel Number. \_\_\_\_\_ 124670-0339-09 \_\_\_\_\_

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together with all insurance proceeds and condemnation proceeds related to it; income, rents and profits from it, all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property.

All of the property described above is called the "Property" If any of the Property is personal property, this Deed of Trust is also a Security Agreement which grants Beneficiary, as secured party, a security interest in all such property Despite any other provision of this Deed of Trust, however, Beneficiary is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such security interest would be prohibited by applicable law As used herein "State" shall refer to the state of WASHINGTON

**2 Obligation Secured.** This Deed of Trust is given to secure performance of each promise of Grantor contained herein and in a Home Equity Line of Credit Agreement with Beneficiary with a maximum credit limit of \$100,000.00 the ("Credit Agreement"), including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Grantor under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for a variable rate of interest. Under the Credit Agreement, the Grantor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Deed of Trust. This Deed of Trust also secures payment of certain fees and charges payable by Grantor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date") All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt"

**3 Representations of Grantor** Grantor represents that

(a) Grantor is the owner of the Property, which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary, and,

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes.

**4 Promises of Grantor** Grantor promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Beneficiary's written consent,

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property,

(c) To pay on time all lawful taxes and assessments on the Property,

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner,

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed

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in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 4(e),

(f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale.

(g) To sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property. Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a default, and,

(h) To advise Beneficiary immediately in writing of any change in Grantor's name, address, or employment.

**5 Sale, Transfer or Further Encumbrance of Property.** Loan is personal to Grantor and the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Grantor by contract of sale or otherwise including, without limit, any further encumbrance of the Property.

**6 Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust, at Beneficiary's option, advance may be made against the Credit Agreement to pay amounts due hereunder, such shall not relieve Beneficiary from liability for failure to fulfill the covenants in Section 4. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

**7. Remedies For Default.**

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Debt or other amount due hereunder on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, or if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Deed of Trust or any rider thereto, or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust, or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the options of Beneficiary, and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Credit Agreement. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law. After giving any notices and the time required by

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applicable law, Trustee shall sell the Property, either in whole or in separate parcels or other part, and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale, all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and, (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by state law to accept such amounts.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed or sue on the Credit Agreement or take any other action available in equity or at law. In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of WASHINGTON.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

**8. Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust, shall be paid to Beneficiary to be applied to the obligation in the same manner as payments under the Credit Agreement.

**9. Fees and Costs.** Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust; in any other action taken by Beneficiary to collect the Debt, including without limitation any disposition of the Property under the State Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

**10 Reconveyance.** Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary, or following satisfaction of the obligations secured hereby and Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law.

**11 Trustee; Successor Trustee.** Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor Trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party.

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hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee

12. **Savings Clause.** If a law, which applies to this Deed of Trust or the Credit Agreement and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Credit Agreement exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and, (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment. If a refund reduces the principal, the reduction will be treated as a partial prepayment

13 **Miscellaneous** This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, the laws of the state of WASHINGTON. If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this Deed of Trust shall nonetheless remain in full force and effect

14 **Beneficiary and Similar Statements** Beneficiary may collect a fee in the maximum amount allowed by law, for furnishing any beneficiary statement, payoff demand statement or similar statement

By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust and any rider(s) executed by Grantor concurrently therewith

DATED at KIRKLAND WA, WASHINGTON this 14<sup>th</sup> day of MARCH, 2003

GRANTOR(S) *Jeane W Benjamin*  
\_\_\_\_\_  
JEANE W BENJAMIN

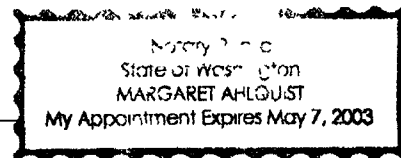
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STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this day personally appeared before me JEANE M. BENJAMIN and  
and who executed the within and foregoing instrument, and acknowledge that  
they signed the same as their free and voluntary act and deed, for the uses  
and purposes therein mentioned.

WITNESS my hand and official seal this 14<sup>th</sup> day of MARCH,  
2003.

Margaret Ahlquist  
Notary Public in and for the State of WA  
residing at: KIRKLAND  
My commission expires: MAY 7, 2003



**REQUEST FOR FULL RECONVEYANCE**  
Do not record. To be used only when Grantor's  
indebtedness has been repaid and Credit Agreement cancelled.

TO: TRUSTEE \_\_\_\_\_

The undersigned is Beneficiary of the within Deed of Trust, and the legal owner and holder of  
the Home Equity Line of Credit Agreement secured thereby Said Deed of Trust is hereby  
surrendered to you for reconveyance and you are requested, upon payment of all sums owing to  
you, to reconvey, without warranty, to the person(s) entitled thereto, the right, title and interest  
now held by you thereunder.

DATED \_\_\_\_\_

\_\_\_\_\_  
WASHINGTON MUTUAL BANK  
By \_\_\_\_\_  
Its \_\_\_\_\_