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

06

UNIT NO:

LOAN NO:

SUPPLEMENTAL COMMITMENT

AK

ORDER REFERENCE INFORMATION

SUPPLEMENTAL NUMBER: 1 OF THE THIRD COMMITMENT

BENJAMIN TRUST SELLER: T.D. HOLDINGS, LLC PURCHASER/BORROWER:

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:

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

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

ANPARAGRAPH NUMBER 11:

1. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF Α0 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

BILLED: \$ 5,233.25 GENERAL & SPECIAL TAXES:

> PAID: \$ 2,616.63 UNPAID: \$ 2,616.62

ΑP

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

Title Unit: U-06

Customer Number: BENJAMIN TRUST TO TAYLOR DEV

Order No.: 1320120

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 EXTENDED POLICY (6/17/2006)

Amount: \$1,295,000.00 Premium: \$ 2,965.00

RESIDENTIAL RESALE/COMBINATION

Tax:

Ŝ 281.68

RATE

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

Order No.: 1320120 Your No.:

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.:

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

Order No.: 001320120 Your No.:

SPECIAL EXCEPTIONS

- 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).

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

Order No.: 1320120 Your No.:

SPECIAL EXCEPTIONS

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.

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.

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

Order No.: 1320120 Your No.:

SPECIAL EXCEPTIONS

WILL BE RECONVEYED.

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.

- 1 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.
- 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.

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:

Order No.: 1320120 Your No.:

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.

NOTE 3:

DESCRIPTION

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

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

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.

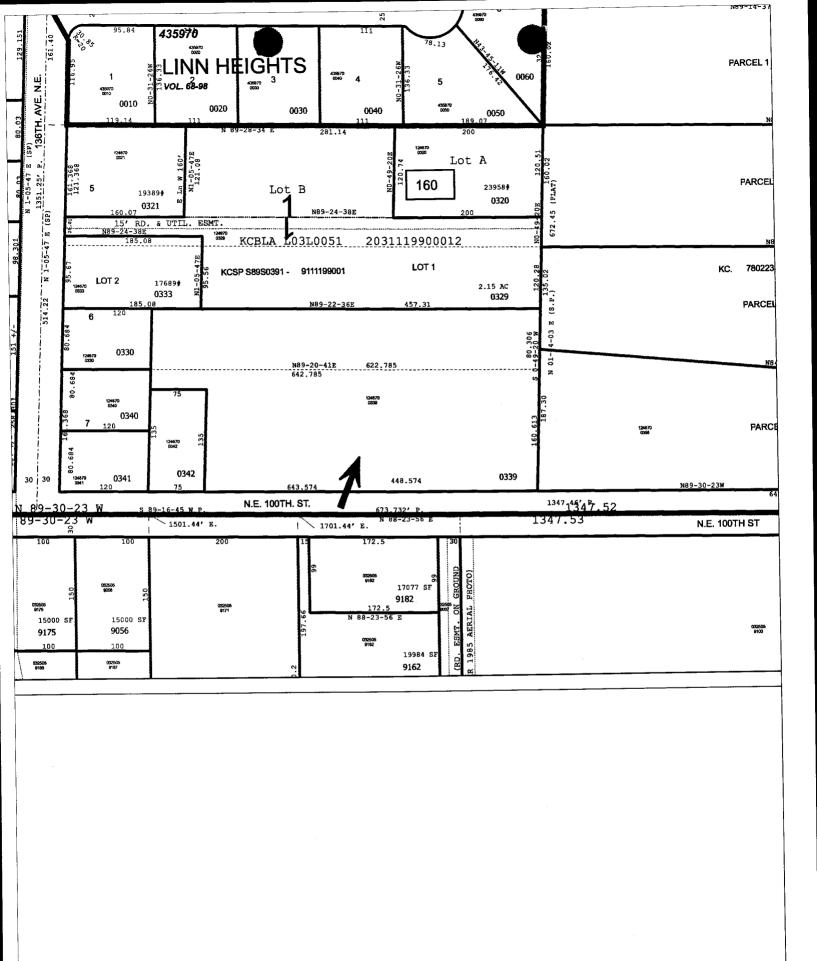
FOR DETAILS OF THESE STATEWIDE REQUIREMENTS PLEASE VISIT THE KING COUNTY RECORDER'S OFFICE WEBSITE AT

WWW.KINGCOUNTY.GOV/BUSINESS/RECORDERS.ASPX 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



Address 13640 NE 100th Street City, State, Zip Kirkland, WA 98033	ZUU4U5Z8UU TICOR NATIONAL GCD 19 PAGES01 OF 001 06/28/2004 10 44 KING COUNTY, WA	0730
Filed for Record at Request of	E2050216 86/28/2884 18 43 KING COUNTY, NA TAX SALE \$0 80	PAGE001 OF 001
TICOR TITLE QUE W 1963-1	UIT CLAIM DEED	
THE GRANTOR(S) JEANE M BENJAM		
for and in consideration of Ten dollars at The Benjamin Trust, conveys and quit claims to and any amendment	dated 23 September 1994, Jeane M Ber	consideration gamin, Trustor and/or Trustee,
the following described real estate, situated in		, state of Washington
together with all after acquired title of the gran		, suite or washington
THE SOUTH HALF OF LOT 6, EX ALL OF LOT 7, EXCEPT THE WE ALSO EXCEPT THE EAST 75 FE 135 FEET THEREOF, ALL IN BLO ADDITION TO THE CITY OF SEA TO THE PLAT THEREOF RECOR KING COUNTY, WASHINGTON	ST 120 FEET THEREOF, ET OF THE WEST 195 FEE OCK 160, BURKE & FARRA TTLE, DIVISION NUMBER	ET OF THE SOUTH R'S KIRKLAND 31, ACCORDING
	TICOR TITLE C placed this documer customer courtesy liability for the accur the document	of record as a
Assessor's Property Tax Parcel/Account Num	nber 1246700339-09	
Dated June 23, 2004	rajecuune	
Jeane M Benjamin		
STATE OF Washington) ss	
I certify that I know or have satisfactory evidence	that Jeane M Benjamin	
(1s/are) the person(s) who appeared before me, an acknowledged it to be (his/her/their) free and volumented June 23, 2004	d said person(s) acknowledged that (he/si	
Notary Dublic	Notary Public in and for the state of	Washington
Notary Public State of Washington JARED E ADAMS MY COMMISSION EXPIRES	My appointment expires Novel	mber 7, 2007 LPB-12(i) 7/9

AFTER RECORDING MAIL TO

Name Jeane M Benjamin

D Mar 7-51 Feb 27-51 \$10 \$6.05 irs \$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 kcw

St of lot 6 and all of lot 7, blk 160, Burke& REFERENCE Kirkland Addn to the cof s, Div No 31, accding to pt thro recorded in vol 25 of pts pg 26, records of acc

sub to rights, reservations, esmts and restrictios of record.

Ida L. Wetmore

R. D. Wetmore kcw Feb27-51 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

SM Mar 7-51

Seaboard Branch,

Seaboard Branch,

Seat John F. Seattle First

ini sat John F. Seattle First

ini and and of F. Beastle First

INWad corp inte did the mig did and Wational Hally of the ord Sept Margarenal Bann

comp inte Dg the ord Sept Margaret F. Bann

comp si

comp si

comp si

seaboard bears Seaboard Bears

seaboard bears Comp si

seaboard bears

Seaboard Bears

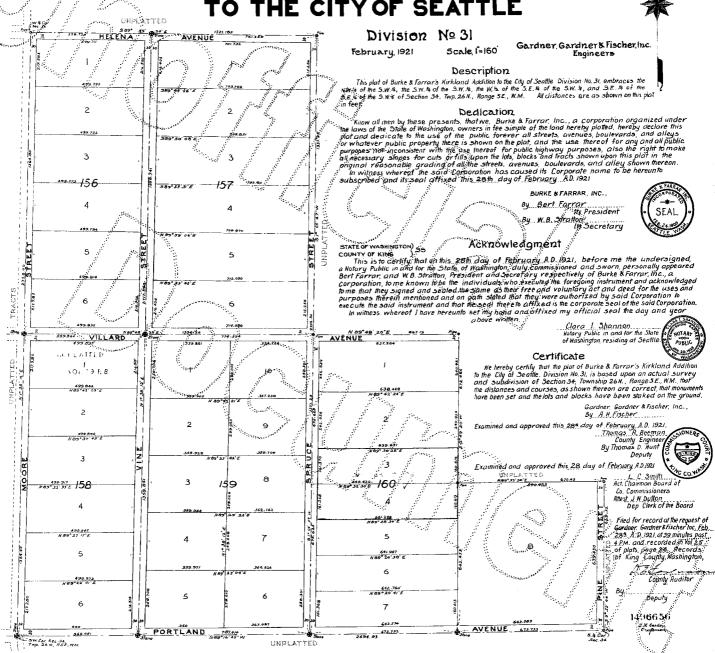
Seatured Bears

fo 408 (con o by attle Brace and or, term, hu

1

BURKE & FARRAR'S KIRKLAND ADDITION

TO THE CITY OF SEATTLE





JAG BASRA. P. O BOX 2127 KIRKLAND, WA, 18081



Document Title(s) (or transactions contained herein): CRITICAL AREAS NOTICE ON TITLE:		
Reference Number(s) of Documents assigned or released: \(\alpha \) CGO84 Additional reference numbers on page of document(s) Grantor(s) (last name, first name, initials): \(\begin{align*} \b		
Additional names on page of document(s): Legal description (abbreviated):		
Lot: Block: Plat/Section: 34 Township: 26 N Range: 055		
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): <u>1246700339</u> 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.		

P96/SDSS/Not-req.3 3/27/97-10:54 AM/dj



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:

L06CG084

For Parcel Number:

1246700339

described as (street address) 13640 N.E. 1004 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.

SUBSCRIBED AND SWORN TO before me this 26 day of April

Notary Public
nothingtent/Washington
JARED E. ADAMS
MY COMMISSION EXPIRES November 7, 2007

Attachments

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

F96/SD8S/Noc-req.3 3/27/97-10:54 AM/d5





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



Assessor Legal Description Records:			
Account Number	124670033909	Record Number	01 - 02
Legal Description	6-7 160 BURKE-FARRAI & ALL 7 LESS W 120 FT THOF TAX POR PARTIA THRU .389 BURKE-FARI OF 6 & ALL 7 LESS W 12 135 FT THOF TAX POR F 84.36.381 THRU .389 NO	RS KIRKLAND DIV # 31 S THOF LESS W 75 FT OF LLY EX PER RCW 84.36. RARS KIRKLAND DIV #3' 20 FT THOF LESS W 75 F	1/2 OF 6 S 135 FT 381 I S 1/2

I, (print) Kall English Mereby certify that I am the owner of the above-referenced property.

(Owner's Signature)

SUBSCRIBED AND SWORN TO before me this 26 day of April

NOWITY PEBLIC
State of Washington
JARED E. ADAMS
MY COMMISSION EXPIRES
November 7, 2007.

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

P96/SDSS/Not-req.3 3/27/97-10:56 AM/d5

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



WAT 29091-3 Washington Mutual

EQUITY LINE OF CREDIT DEED OF TRUST

0616610382

7
رح

THIS DEED OF TRUST (Security Instrument JEANE M. BENJAMIN, AS HER SEPARATE EST) is between CATE	
whose address is		
13640 NE 100TH ST KIRKLAND, WA 98033	-5232	
	TON TITLE CO , a	
WASHINGTON	corporation, the address of which is	
15 S. GRADY WAY STE 120		
RENTON, WA 98055	("Trustee"), and	
	rganized and existing under the laws of s 1201 Third Avenue, Seattle, Washington ors 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	

3254 (10/04/02) W3 3

Page 1 of 6

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

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, after 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

3254 (10/04/02) W3 3 Page 2 of 6

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 Beneficiaries 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

3254 (10/04/02) W3 3

Page 3 of 6

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 facile 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 recondation 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

3254 (10/04/02) W3 3

Page 4 of 6

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 KIRKIAND WAY, WASHINGTON this 14th day of

GRANTOR(S)

JEANE W BENJAMIN

3254 (10/04/02) W3 3

Page 5 of 6

0616610382 STATE OF COUNTY OF On this day personally appeared before me JLANE M. BENJAMIN and not not me known to be the individuals described in 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 Z003_ . אטרמיץ זיים ס State of Wash Chan Notary Public in and for the State of MARGARET AHLÖUST residing at: KIRKLAND My Appointment Expires May 7, 2003 My commission expires: 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

3254 (10/04/02) W3 3

Page 6 of 6