



Larry Silver
5025 NE 187th Street
Lake Forest Park, WA 98155

REFERENCE NO: /

Order No.: 00643126

Liability:	\$ 1,000.00
Charge:	\$ 860.00
Tax:	\$ 81.71
Total:	\$ 941.71

THIRD SUBDIVISION GUARANTEE

Subject to the Exclusions from Coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Guarantee, and subject to the further exclusion and limitation that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

WFG National Title Insurance Company

a corporation herein called the Company,

GUARANTEES

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

Dated: June 1, 2016

WFG National Title Company of Washington, LLC, as agent for WFG National Title Insurance Company

WFG NATIONAL TITLE INSURANCE COMPANY

BY: *Robert M. St. E*
President

ATTEST: *St. E*
Secretary



By *Lynn M. Riedel*
Authorized Signature
Lynn M. Riedel

Authorized Signature

1. Name of Assured:

Larry Silver

2. Date of Guarantee:

June 1, 2016

3. The assurances referred to on the face page hereof are:

a. That according to those public records which, under the recording laws, impart constructive notice of matters affecting title to the following described land:

See Exhibit A attached hereto.

b. Title to the estate or interest in the land is vested in:

Krista L. Silver, as her separate estate and Larry S. Silver and Betty C. Silver, who also appears of record as Elizabeth C. Silver, husband and wife, as to a portion; and Camelot Society, an inactive Non-Profit Washington corporation, as to the remainder

c. The estate or interest in the land which is covered by this Guarantee is:

A fee simple estate

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

EXCEPTIONS:

1. GENERAL PROPERTY TAXES AND SERVICE CHARGES, AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY: (1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.:	4022906142 – AS TO A PORTION		
YEAR	BILLED	PAID	BALANCE
2016	\$4,759.15	\$2,379.58	\$2,379.57

TOTAL AMOUNT DUE, NOT INCLUDING INTEREST AND PENALTY: \$2,379.57

LEVY CODE:	1294	
ASSESSED VALUE LAND:		\$208,000.00
ASSESSED VALUE IMPROVEMENTS:		\$181,000.00

2. GENERAL PROPERTY TAXES AND SERVICE CHARGES, AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY: (1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.:	4022906165 – AS TO THE REMAINDER		
YEAR	BILLED	PAID	BALANCE
2016	\$356.83	\$356.83	\$0.00

TOTAL AMOUNT DUE, NOT INCLUDING INTEREST AND PENALTY: \$0.00

LEVY CODE:	1294	
ASSESSED VALUE LAND:		\$0.00
ASSESSED VALUE IMPROVEMENTS:		\$0.00

3. LIABILITY FOR SUPPLEMENTAL TAXES FOR IMPROVEMENTS WHICH HAVE RECENTLY BEEN CONSTRUCTED ON THE LAND. LAND IMPROVEMENTS ARE NOT PRESENTLY ASSESSED, BUT MAY APPEAR ON FUTURE ROLLS.
4. THE LAND HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER, IT WILL BECOME TAXABLE FROM THE DATE OF EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR.
TAX ACCOUNT NO. 4022906165.
5. NOTICE OF TAP OR CONNECTION CHARGES WHICH HAVE BEEN OR WILL BE DUE IN CONNECTION WITH DEVELOPMENT OR RE-DEVELOPMENT OF THE LAND AS DISCLOSED BY RECORDED INSTRUMENT. INQUIRIES REGARDING THE SPECIFIC AMOUNT OF THE CHARGES SHOULD BE MADE TO THE CITY/COUNTY/AGENCY.
CITY/COUNTY/AGENCY: NORTSHORE UTILITY DISTRICT
RECORDED: JULY 30, 1992
RECORDING NO.: 9207300895
6. COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY INSTRUMENT RECORDED ON NOVEMBER 22, 1916, UNDER RECORDING NO. 1098216, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ASSESSMENTS LEVIED BY THE COMMUNITY ASSOCIATION, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
THIS POLICY DOES NOT INSURE THAT THE LAND DESCRIBED IN SCHEDULE A IS BENEFITED BY EASEMENTS, COVENANTS OR OTHER APPURTENANCES SET FORTH IN SAID INSTRUMENT TO BENEFIT OR BURDEN REAL PROPERTY OUTSIDE THE BOUNDARIES OF SAID LAND.
7. ALL COVENANTS, CONDITIONS, RESTRICTIONS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THE RECORDED PLAT OF FOREST PARK 1ST ADDITION.
THIS POLICY DOES NOT INSURE THAT THE LAND DESCRIBED IN SCHEDULE A IS BENEFITED BY EASEMENTS, COVENANTS OR OTHER APPURTENANCES SHOWN ON THE PLAT OR SURVEY TO BENEFIT OR BURDEN REAL PROPERTY OUTSIDE THE BOUNDARIES OF SAID LAND.
8. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LAND HEREIN DESCRIBED AS GRANTED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6243726.
9. ALL COVENANTS, CONDITIONS, RESTRICTIONS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THE BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 20160523900024.
THIS POLICY DOES NOT INSURE THAT THE LAND DESCRIBED IN SCHEDULE A IS BENEFITED BY EASEMENTS, COVENANTS OR OTHER APPURTENANCES SHOWN ON THE PLAT OR SURVEY TO BENEFIT OR BURDEN REAL PROPERTY OUTSIDE THE BOUNDARIES OF SAID LAND.

WE FIND NO RECORD OF ANY CONVEYANCE DEEDS PERFECTING SAID BOUNDARY LINE ADJUSTMENT.

10. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: LARRY S. SILVER AND ELIZABETH C. SILVER, WHO ACQUIRED TITLE AS
BETTY C. SILVER, HUSBAND AND WIFE, KRISTA L. SILVER, AN UNMARRIED
PERSON
TRUSTEE: REGIONAL TRUSTEE SERVICE CORPORATION
BENEFICIARY: BOEING EMPLOYEES' CREDIT UNION
ORIGINAL AMOUNT: \$100,000.00
DATED: SEPTEMBER 30, 2013
RECORDED: OCTOBER 11, 2013
RECORDING NO.: 20131011000119

11. THE LAND DESCRIBED IN THIS COMMITMENT APPEARS TO BE RESIDENTIAL IN NATURE AND MAY BE SUBJECT TO THE PROVISIONS OF R.C.W.6.13.060 (HOMESTEAD STATUTE) IF THE LAND IS OCCUPIED AS A PRIMARY RESIDENCE. IF THE LAND IS OCCUPIED AS A PRIMARY RESIDENCE, ALL INSTRUMENTS CONVEYING OR ENCUMBERING THE LAND MUST BE EXECUTED BY EACH SPOUSE OR DOMESTIC PARTNER, INDIVIDUALLY, OR BY AN ATTORNEY-IN-FACT. IN THE EVENT THE COMPANY RECEIVES INSTRUMENTS THAT ARE NOT JOINED BY THE NON-OWNING SPOUSE OR DOMESTIC PARTNER WITH POSSIBLE HOMESTEAD RIGHTS, THE COMPANY MAY BE UNABLE TO RECORD OR TO INSURE THE TRANSACTION.

NOTE 1: BASED ON INFORMATION PROVIDED TO THE COMPANY, ON THE DATE OF THIS COMMITMENT IT APPEARS THAT THERE IS LOCATED ON THE LAND:

SINGLE FAMILY RESIDENCE

KNOWN AS:
5020 NE 187TH STREET
LAKE FOREST PARK, WA 98155

NOTE 2: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.

PTN LOT 16, BLK 12, FIRST ADD TO LAKE FOREST PARK

NOTE 3: WHEN SENDING DOCUMENTS FOR RECORDING, VIA U.S. MAIL OR SPECIAL COURIER SERVICE, PLEASE SEND TO THE FOLLOWING ADDRESS, UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE WITH YOUR TITLE UNIT:

WFG NATIONAL TITLE COMPANY
2300 EASTLAKE AVENUE EAST
SUITE 100
SEATTLE, WA 98102
ATTN: RECORDING DEPT.

ED2

Enclosures:

Sketch

Vesting Deed

Paragraphs all

EXHIBIT "A"

LOT 16 IN BLOCK 12 OF FIRST ADDITION TO LAKE FOREST PARK, AS PER PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 82, RECORDS OF KING COUNTY AUDITOR;

EXCEPT THE NORTH 130 FEET THEREOF;

AND EXCEPT THE SOUTH 115 FEET OF THE WEST 70.00 FEET THEREOF;

TOGETHER WITH THE NORTH 272 FEET OF LOT 17 IN BLOCK 12 OF FIRST ADDITION TO LAKE FOREST PARK, AS PER PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 82, RECORDS OF KING COUNTY AUDITOR;

EXCEPT THE NORTH 30.00 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 6243726;

AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF the ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF NE 188TH STREET;
THENCE SOUTH 01°45'13" WEST ALONG THE WEST LINE OF ABOVE SAID PARCEL, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 88°14'47" EAST, A DISTANCE OF 49.00 FEET TO the BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 28.00 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTHEN OF 43.98 FEET;
THENCE NORTH 01°45'13" EAST, A DISTANCE OF 72.04 FEET TO the SOUTHERLY RIGHT-OF-WAY MARGIN OF NE 188TH STREET;
THENCE NORTH 88°16'22" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY MARGIN, A DISTANCE OF 77.00 FEET TO the POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. **Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:**
- Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. **Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:**
- Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements, or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any Judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - The identity of any party shown or referred to in Schedule A.
 - The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- "land": the land described or referred to in Schedule (A), (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), (C) or in Part 2. nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- in all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the

action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.
- To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee. The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A or in Part 2;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

CONDITIONS AND STIPULATIONS CONTINUED

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a Final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: WFG National Title Insurance Company, 340 Oswego Pointe Drive, Suite 100, Lake Oswego, OR 97034, Attention: Claims Department.



WFG National Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of WFG.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

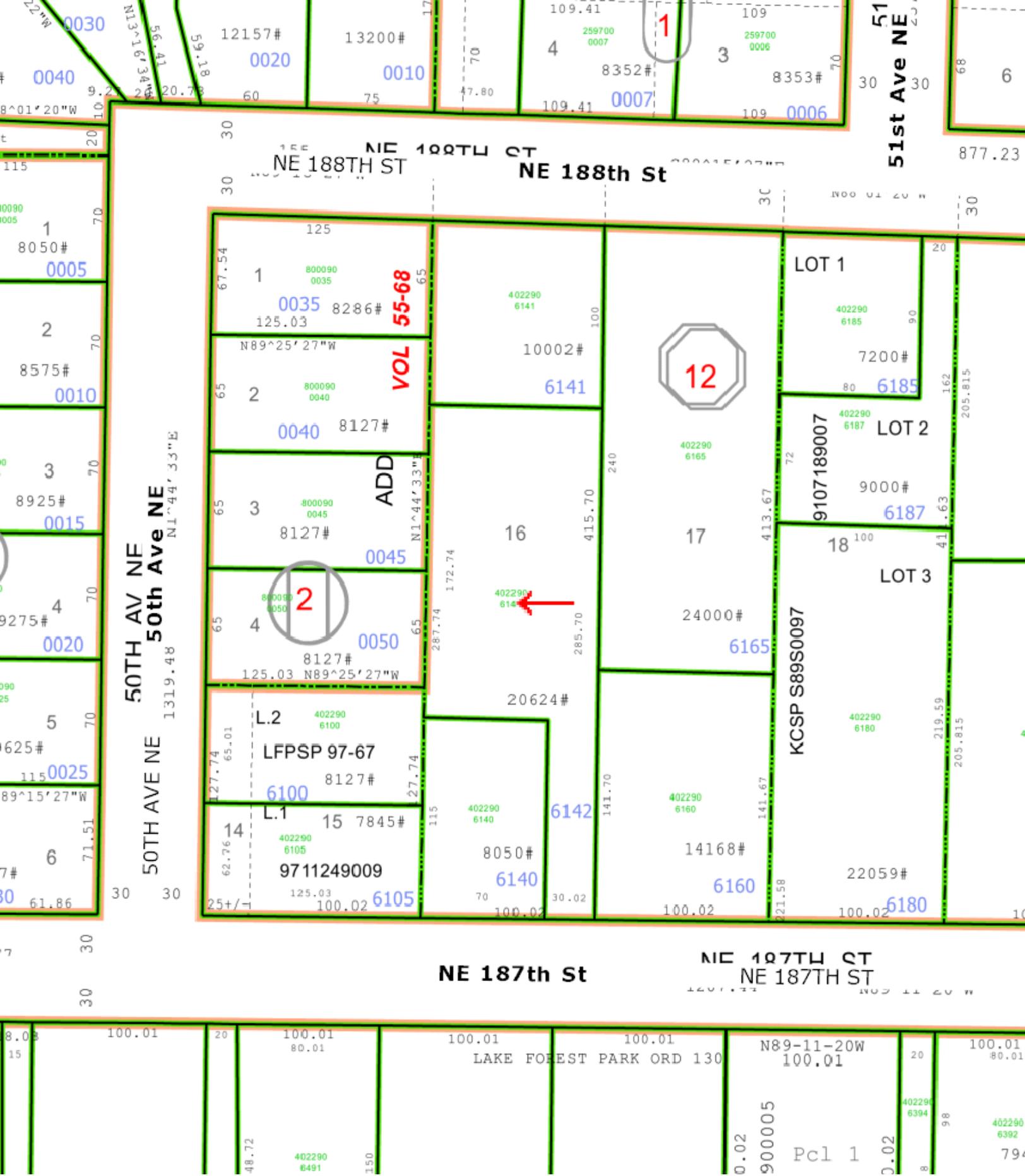
Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions about this Privacy Policy Notice, please contact us by writing to:

WFG National Title Insurance Company
340 Oswego Pointe Drive,
Suite 100
Lake Oswego, OR 97034



THIS MAP IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.



Pioneer National Title Insurance Company
WASHINGTON TITLE DIVISION

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

REVENUE STAMPS

TO Chicago Title Insurance & Escrow
701 5th Avenue, Suite 1800
Seattle, Washington 98104
Attn: Lisa Hruska

Sales Tax Paid On Contract Aff. No. E753647
King Co. Records Division

By [Signature] Deputy

FORM L59F

Statutory Warranty Deed

(CORPORATE FORM)

THE GRANTOR Corporation of the Catholic Archbishop of Seattle, a corporation sole,

for and in consideration of Fulfillment of Real Estate Contract

in hand paid, conveys and warrants to Camelot Society, a non-profit Washington Corporation

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

The North 272 feet of Lot 17 in Block 12 of First Addition to Lake Forest Park, as per plat recorded in Volume 20 of Plats, on page 82, records of King County;
EXCEPT the North 30 feet thereof conveyed to King County for road by deed recorded under Recording No. 6243726;

Situate in the County of King, State of Washington.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated Dec. 9, 1983, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract. Excise # E0753647

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this day of September, 1992

DAPHNE A. GRAY
STATE OF WASHINGTON
NOTARY - PUBLIC
My Commission Expires 8-1-95

By [Signature]
Patrick J. Sursely ~~Resident~~
Attorney-in-fact
By XXXX

STATE OF WASHINGTON, }
County of King } ss.

On this 2 day of September, 1992, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick J. Sursely

to me known to be the ~~Resident~~ Attorney-in-fact ~~Secretary~~ and ~~Secretary~~ respectively of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Daphne A. Gray
Notary Public in and for the State of Washington,
residing at Bellevue Ave
48004

9302102039

7:00

930210-2039 03:45:00 PM KING COUNTY RECORDS 001 SM

1098200 YO
1098215 MO
1098216

976
101

Nov 22-16 505 IRS⁴ 12-3
Oct 21-16 \$430
North Seattle Improvement Company, a wash corp of Seattle
YO
Frank Yustin

Sp cy and wrt to sp flg des r e in KOW

Lot 17 in Blk 12 of the first Add to Lake Forest Park, accordg to the plat on fi in the off of the aud of KOW

This dd is gvn subj to all liens tht may hv bn placed agst the prpty by grantee
The flg condit and restr shl run with the land in the dd des and be binding upon grantee hrs reprs or as

- 1 There shl nvr be sold upon any part of Lake Forest Park nor upon any Add to Lake Forest Park, by any persons whomsvr intx large spirituous or malt, of any kind or character exc such as a physician may prescribe
- 2 Grantee hrs reprs or as shl so build all bldgs on the prpty conveyd tht the water in all streams rng past or thru the prpty will remain sweet and pure and fit for Crinking prps and they shl not check or dam the water or interfere with it further than may be neces for the use of irrg and drinking prps
- 3 If grantee hrs reprs or as shl violate any or either of the condit or restr in this dd abv otd, then upon such breach of condit it to the prps hby conveyd shl revert immediately to the grantor its suc or as and grantor, suc or as may re-nter and tk possn of the prps hby conveyd
- 4 Grantee hrs and as are gvn the rt to use jointly with other upland owners in Lake Forest Park and Additions the centy beach of 300 ft which grantor will set aside for the prp of mooring pleasure craft and for bathing aka kind of water park
INW, grantor ha by its President and Secretary therunto dly authd ced its corp m to be herunto sub and its corp al to be herunto affd

1 w (Op 2) North Seattle Improvement Company
By Fred'k Bauman, Its President
By Minar Seelberg, Its Secretary

KOW Oct 21-16 by Fred'k Bauman and Minar Seelberg, President and Secretary of N S I Co the corp tht exc within frgr instr (CP) baf Louise J Lyon MP 1 and f b of S res at 8 (NE Jan 8-17)
nd sp Yeeler Wash

217-18 full

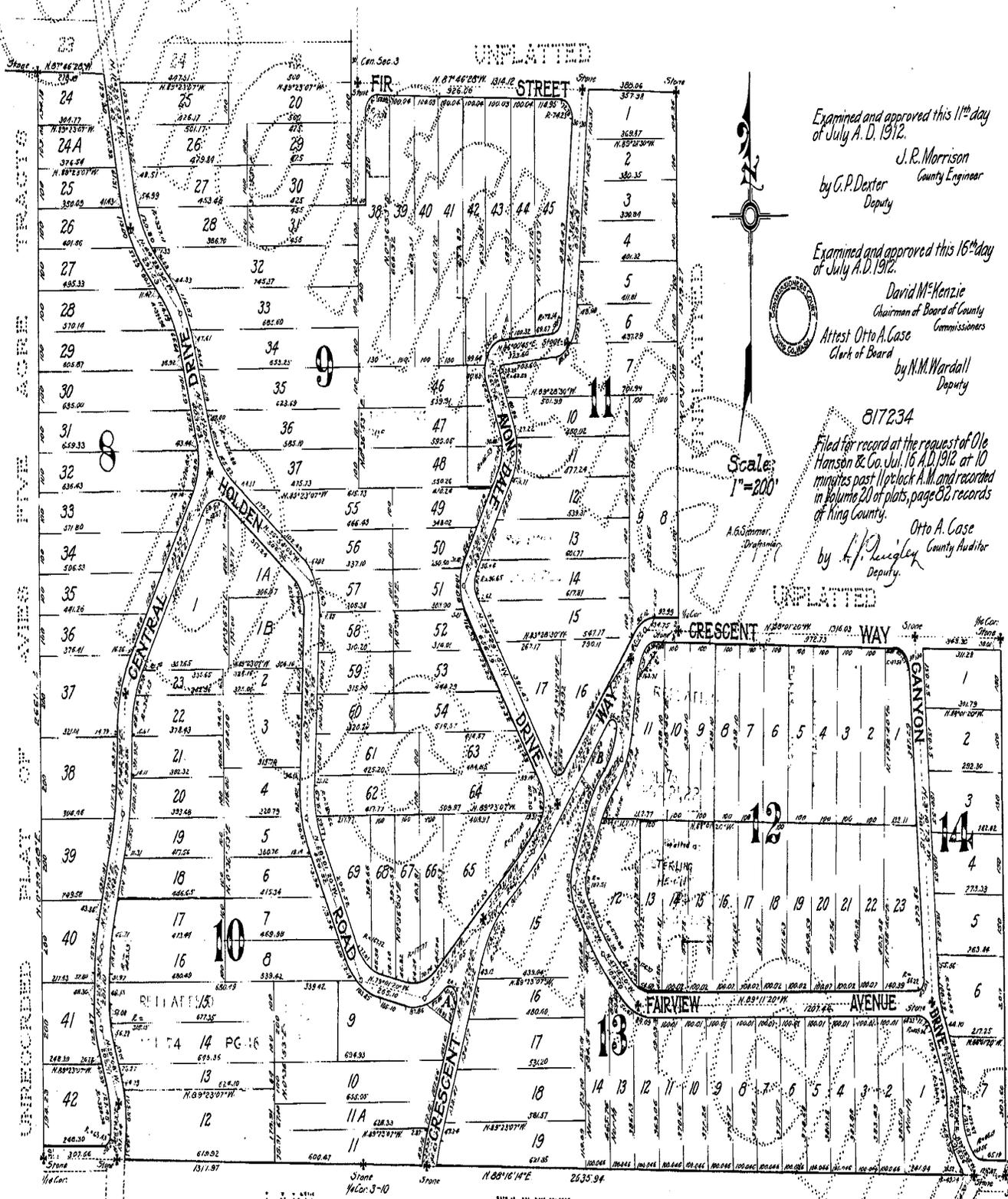
Con B of S Nov 22-16 12-3
July 18-16
FRANK B Yustin of S, KOW
YO

1098219
VF 127180

James Y Humond of an pl

Sp he delvrd to sp perant prpty herinafttr des under cont of con sale, trms of which areas fol, sd prpty is new and shl remain absolute prpty of sp until full part of pur pr, which is \$300, sp he this day pd to sp on acct of pur pr \$30, receipt ackd bl of pp \$270, sp to have the rt to use of sd prpty, possn of sd prpty tkm by sp July 26-16, sd prpty des as fol

FIRST ADDITION TO LAKE FOREST PARK



Examined and approved this 11th day
of July A. D. 1912.

J. R. Morrison
County Engineer
by C. P. Dexter
Deputy

Examined and approved this 16th day
of July A. D. 1912.

David M. Kenzie
Chairman of Board of County
Commissioners
Attest Otto A. Case
Clerk of Board
by N. M. Wardall
Deputy

817234

Filed for record at the request of Ole
Hanson & Co. Jul. 16 A. D. 1912 at 10
minutes past 11 o'clock A. M. and recorded
in Volume 20 of plats, page 82 records
of King County.

Otto A. Case
County Auditor
by H. P. Reigley
Deputy

Scale:
1" = 200'

A. G. Sommer,
Draftsman

UNRECORDED PLAT OF AVENUE

UNRECORDED PLAT OF AVENUE

FIRST ADDITION TO LAKE FOREST PARK

June 1911.

Scale: 1"=200'

B.E. Corlett, C.E.



ACKNOWLEDGMENT

State of Washington }
 County of King }
 I, Notary Public, do hereby certify that on this 29th day of May, A.D. 1912, before me personally appeared Ferd Stabenfeldt and Linnar Spjelberg, known to be the President and secretary of the North Seattle Improvement Company, the corporation that executed the within and foregoing instrument, who acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation, and also personally appeared Howard H. Hamlin, William

G. Hamlin and Philo D. Hamlin to me known to be the persons described in and who executed the within and foregoing instrument and acknowledged that the executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.
 In witness whereof I have hereunto subscribed my name and affixed my notarial seal the day and year in this certificate first above written.

A. H. Reid
 Notary Public in and for the State of Washington, residing at Seattle.

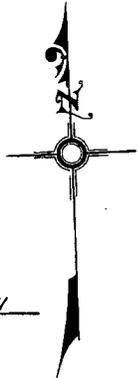
SEE SURVEY VOL. 12 PAGE 253



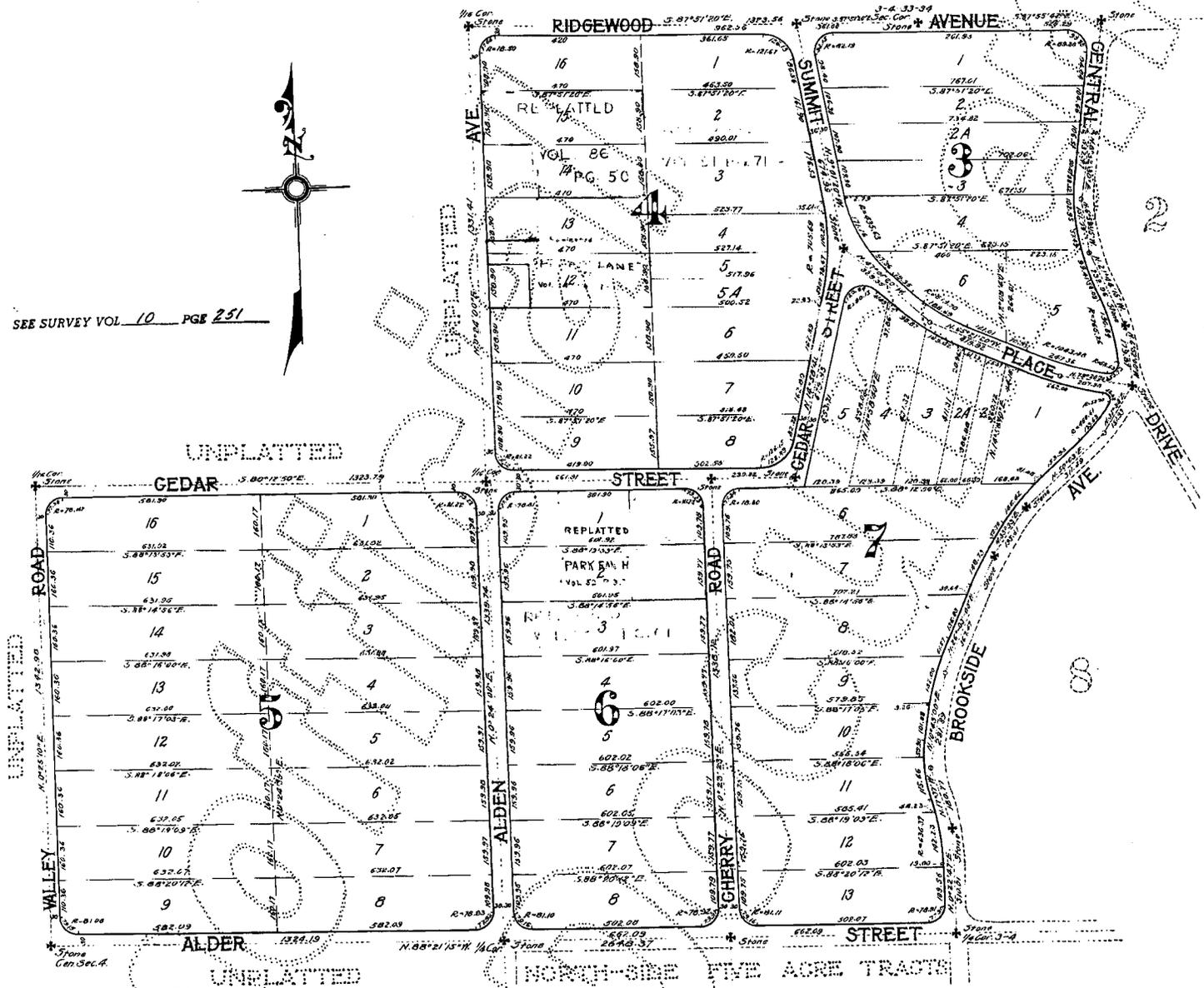
FIRST ADDITION TO LAKE FOREST PARK

Scale: 1"=200'

UNPLATTED



SEE SURVEY VOL. 10 PAGE 231



DESCRIPTION

This plat of "First Addition to Lake Forest Park" embraces the following land - S. 1/4 S.E. 1/4 Sec. 3; N.W. 1/4 S.E. 1/4 Sec. 3; E. 1/4 S.W. 1/4 Sec. 3; N.W. 1/4 Sec. 3; E. 1/4 N.E. 1/4 Sec. 4 and S.W. 1/4 N.E. 1/4 Sec. 4, all in T. 26 N. R. 4 E., W.M.

I hereby certify that the plat of "First Addition to Lake Forest Park" is based upon an actual survey and subdivision of Sections 3 and 4 of T. 26 N. R. 4 E., W.M. that the distances and courses as shown thereon are correct. That the Monuments have been set and Lot and Block corners staked on the ground.

Note: In this plat all radii of curves refer to center line of street.

B.E. Corlett Civil Engineer

DEDICATION

Know all men by these presents that "North Seattle Improvement Company," a corporation under the laws of the State of Washington, owner in fee of the tract of land herein described and Howard H. Hamlin, William G. Hamlin and Philo D. Hamlin, mortgagors, have caused the same to be platted as "First Addition to Lake Forest Park" and hereby dedicate to the use of the public forever all the streets, boulevards and drives shown thereon.

In witness whereof said "North Seattle Improvement Company" has caused its corporate name to be hereunto subscribed by its proper officers, and its corporate seal to be hereunto affixed and the said Howard H. Hamlin, William G. Hamlin and Philo D. Hamlin have

hereunto subscribed their names this 29th day of May A. D. 1912.



North Seattle Improvement Company
by Ford Strabefeldt
President
Einar Soelberg
Secretary

In the presence of
A. H. Reid
Ole Hanson

Howard H. Hamlin
William G. Hamlin
Philo D. Hamlin

QUIT-CLAIM DEED

R/W 375
167

6243726

The grantor herein **Robert R. Rule and Jo Ann Rule, his wife**

for the consideration of **One and no/100** Dollars

and also of benefits to accrue to **them** by reason of laying out and establishing a public road through **their** property, and which is hereinafter described, convey release, and quit-claim to the County of **King** State of Washington, for use of

the Public forever, as a public road and highway, all interest in the following described real estate, viz.:

The north 30 feet of Lot 17, Block 12, 1st Addn. to Lake Forest Park, as per plat recorded in Volume 20 of Plats, page 82, records of said county.

R/W N.E. 188th Street

together with the right to make all necessary slopes for cuts and fills upon the abutting property, and on each side of said described right-of-way, in conformity with standard plans and specifications for highway purposes, and to the same extent and purpose as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington,

situated in the County of **King** State of Washington.

Dated this **1st** day of **September** A. D. 19**67**.

WITNESS:

Robert R. Rule
Jo Ann Rule

STATE OF WASHINGTON
COUNTY OF **King**

On the **1st** day of **Sept.** 19**67**, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came **Robert R. Rule** and **Jo Ann Rule** to me known to be the individual **s** described in and who executed the 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.

Witness my hand and official seal the day and year first above written.

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

QUIT-CLAIM DEED

FROM
TO
COUNTY OF

Dated 19

FILE FOR RECORD AT REQUEST OF

Record at request of
Exec of King County Commissioners

on the day of 19

at minutes past M.

and recorded in volume of
Records of Washington

By *JH*

Auditor. Deputy.

6243726

PORTION OF THE SE 1/4, SE 1/4, OF SEC 3, TWN 26 N, RGE 4 E, W.M., CITY OF LAKE FOREST PARK LOT LINE ADJUSTMENT NO. 2015-LL-0008

RECORDING NO. VOL./PAGE 343/163

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS HOLDING THE LAND HEREBY PLATTED IN FEE SIMPLE, DO IN ACCORDANCE WITH OUR CONSENT AND OUR DESIRES HEREBY DECLARE THIS LOT LINE ADJUSTMENT FOR PURPOSES SHOWN HEREIN.

Signatures of Tammy Balaban, Krista L. Silver, Larry S. Silver, and Betty C. Silver.

OLD LEGAL DESCRIPTIONS (BEFORE ADJUSTMENT)

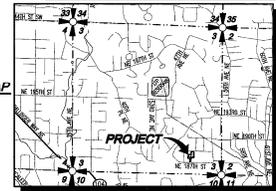
PARCEL A (4022906165) ORIGINAL. THE NORTH 272 FEET OF LOT 17 IN BLOCK 12 OF FIRST ADDITION TO LAKE FOREST PARK, AS PER PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 82, RECORDS OF KING COUNTY AUDITOR.

NEW LEGAL DESCRIPTIONS (AFTER ADJUSTMENT)

PARCEL A (4022906165) ADJUSTED. A PORTION OF THE NORTH 272 FEET OF LOT 17 IN BLOCK 12 OF FIRST ADDITION TO LAKE FOREST PARK, AS PER PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 82, RECORDS OF KING COUNTY AUDITOR.

PARCEL B (4022906142) ADJUSTED. LOT 15 IN BLOCK 12 OF FIRST ADDITION TO LAKE FOREST PARK, AS PER PLAT RECORDED IN VOLUME 20 OF PLATS, PAGE 82, RECORDS OF KING COUNTY AUDITOR.

EXCEPT THE NORTH 30.00 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 6243726; AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF NE 18TH STREET.



CONVEYANCE LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF PARCEL A; THENCE SOUTH 01°45'13" WEST, A DISTANCE OF 245.00 FEET ALONG THE EAST LINE OF SAID PARCEL; THENCE NORTH 88°16'22" WEST, A DISTANCE OF 100.00 FEET ALONG THE SOUTH LINE OF SAID PARCEL; THENCE NORTH 01°45'13" EAST, A DISTANCE OF 142.00 FEET ALONG THE WEST LINE OF SAID PARCEL; THENCE SOUTH 88°14'47" EAST, A DISTANCE OF 48.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 28.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC LENGTH OF 43.58 FEET; THENCE NORTH 01°45'13" EAST, A DISTANCE OF 72.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF NE 18TH STREET; THENCE SOUTH 88°16'22" WEST, A DISTANCE OF 43.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY MARGIN TO THE POINT OF BEGINNING.

APPROVALS:

APPROVED THIS 28th DAY OF APRIL, 2016 BY THE CITY OF LAKE FOREST PARK PLANNING DEPARTMENT

Signature of Stephen Bennett, Planning and Building Director.

KING COUNTY DEPARTMENT OF ASSESSMENTS:

EXAMINED AND APPROVED THIS 4th DAY OF MAY, 2016

Signatures of King County Assessor and Deputy King County Assessor.

FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL, THIS _____ DAY OF _____, 2015.

AUTHORIZED REPRESENTATIVE FINANCE

DEPUTY

ACKNOWLEDGMENTS

STATE OF WASHINGTON } SS. COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TAMMY BALABAN IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS NOT UNDER ANY DURESS, AND THAT HE WAS NOT UNDER ANY UNLAWFUL INFLUENCE AS THE EXECUTIVE MANAGER OF CAMELOT SOCIETY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Notary Public information for Evelyn C. Dabedo.



STATE OF WASHINGTON } SS. COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT LARRY S. SILVER AND BETTY C. SILVER, HUSBAND AND WIFE, ARE THE PERSONS WHO APPEARED BEFORE ME AND SAID THAT THEY ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

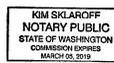
Notary Public information for Kim Sklaroff.



STATE OF WASHINGTON } SS. COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KRISTA L. SILVER IS THE PERSON WHO APPEARED BEFORE ME AND SAID THAT SHE ACKNOWLEDGED IT TO BE HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Notary Public information for Kim Sklaroff.



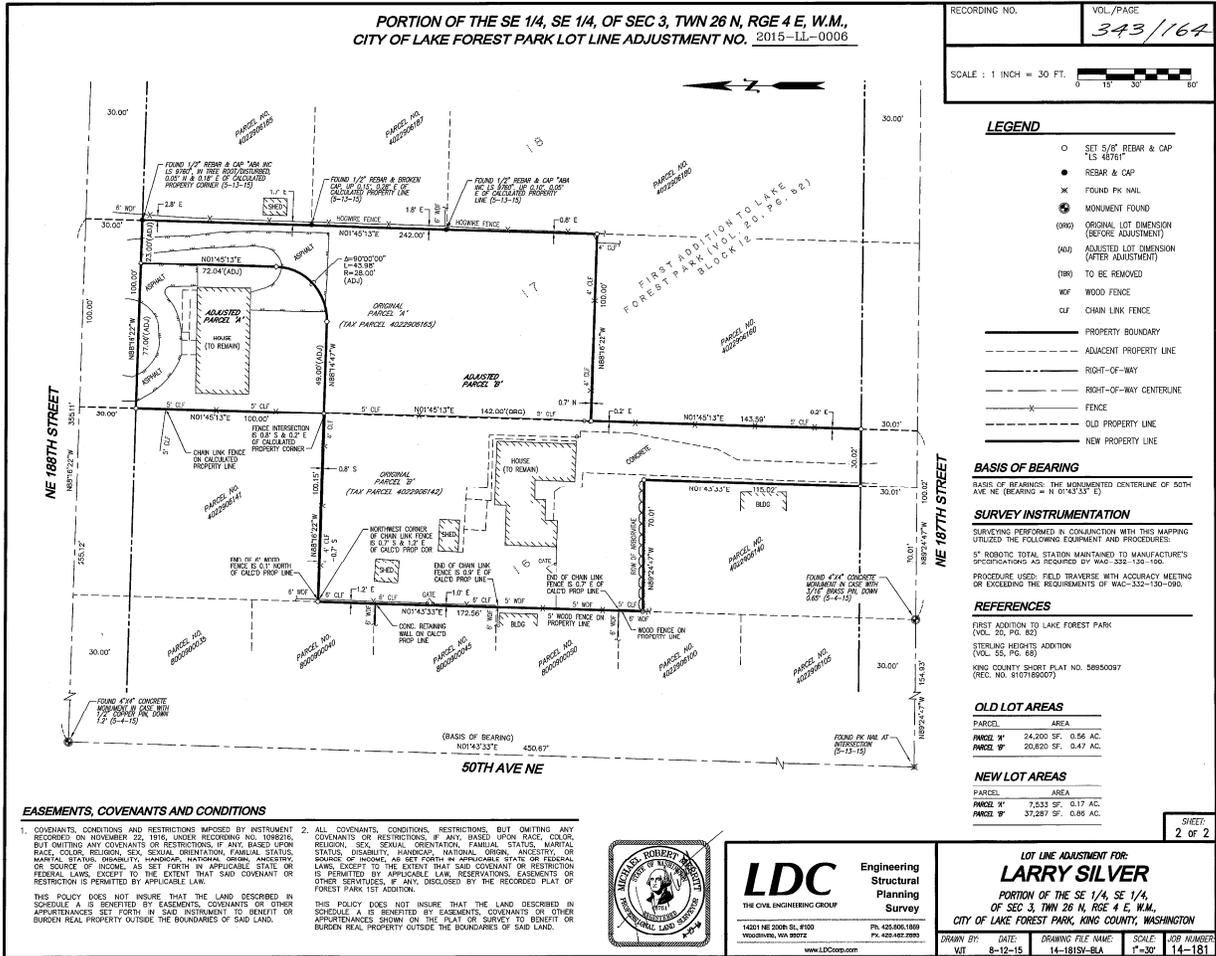
RECORDING CERTIFICATE. FILED FOR RECORD BY... MINUTES PAST... O'CLOCK... AND RECORDED IN VOLUME... OF SURVEYS, ON PAGE... RECORDS OF KING COUNTY, WASHINGTON.

SURVEYOR'S CERTIFICATE. THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE UNDER RECORDING ACT AT THE REQUEST OF LARRY SILVER THIS 28th DAY OF SEPTEMBER, 2015.



LDC Engineering Structural Planning Survey. 14311 NE 209th St #100 Woodinville, WA 98072

LOT LINE ADJUSTMENT FOR LARRY SILVER. PORTION OF THE SE 1/4, SE 1/4, OF SEC 3, TWN 26 N, RGE 4 E, W.M., CITY OF LAKE FOREST PARK, KING COUNTY, WASHINGTON. DRAWN BY: DATE: 8-28-15. DRAWING FILE NAME: 14-1815V-LA. SCALE: N.T.S. JOB NUMBER: 14-181



2016052300024
 2016052300024
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Electronically Recorded
20131011000119

SIMPLIFILE DT 83.00
Page 001 of 011
10/11/2013 08:38
King County, WA

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

(Space Above This Line For Recording Data)

DEED OF TRUST 210 9820
(OPEN-END CREDIT - THIS DEED OF TRUST SECURES FUTURE ADVANCES)

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated September 30, 2013
(B) "Borrower" is Larry S Silver and Elizabeth C Silver who acquired title as Betty C Silver Husband and Wife, Krista L Silver, an unmarried individual

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Boeing Employees' Credit Union. Lender is a Credit Union organized and existing under the laws of the State of Washington. Lender's address is P.O. Box 97050, Seattle, Washington 98124-9750. Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is Regional Trustee Services Corporation
(E) "Agreement" means the Credit Line Account Variable Interest Rate Home Equity Secured Open-End Credit Agreement and Truth-In-Lending Disclosure signed by Borrower and dated September 30, 2013. The Agreement states that Borrower may, from time to time, obtain advances not to exceed at any time an amount equal to the Maximum Credit Limit (as defined therein) of One hundred thousand and 00 / 100***** Dollars (U.S. \$ 100,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 9/30/2038
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

Loan Reference Number: 2007655797

Abbreviated Legal Description:
L16,B12,First Add to Lake Forest Park,V20,P82,King Co,WA

Assessor's Property Tax Parcel Number: 4022906142

(G) "Loan" means the debt owed under the Agreement, plus interest, any late charges or other fees and charges due under the Agreement, and all sums due under this Security Instrument, plus interest.
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 16, BLOCK 12, FIRST ADDITION TO LAKE FOREST PARK, ACCORDING TO THE PLAT THEREOF FILED IN VOLUME 20 OF PLATS AT PAGE(S) 82, RECORDS OF KING COUNTY, WASHINGTON. EXCEPT THE NORTH 130 FEET THEREOF; AND EXCEPT THE SOUTH 115 FEET OF THE WEST 70 FEET. STATE OF WASHINGTON.

which currently has the address of _____ 5020 NE 187th St
Seattle, Washington 98155 ("Property Address"):

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

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

Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Krista L Silver
Owner of Collateral (other than Borrower)
Krista L Silver

Larry S Silver (Seal)
Larry S Silver -Borrower

Owner of Collateral (other than Borrower)

Elizabeth C Silver (Seal)
Elizabeth C Silver -Borrower

Owner of Collateral (other than Borrower)

(Seal)
-Borrower

Owner of Collateral (other than Borrower)

(Seal)
-Borrower

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

Witnesses:

Krista L Silver
Owner of Collateral (other than Borrower)
Krista L Silver

Larry S Silver (Seal)
Larry S Silver -Borrower

Owner of Collateral (other than Borrower)

Elizabeth C Silver (Seal)
Elizabeth C Silver -Borrower

Owner of Collateral (other than Borrower)

(Seal)
-Borrower

Owner of Collateral (other than Borrower)

(Seal)
-Borrower

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STATE OF WASHINGTON,

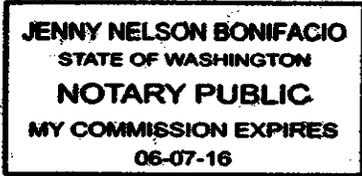
King County ss:

On this 5th day of October 2013, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KRISTA L. SILVER to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that signed and sealed the said instrument as her free and voluntary act on deed, for the uses and purposes therein mentioned.

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

My Commission expires: 06-07-2016

Jenny Nelson Bonifacio
Notary Public in and for the State of Washington residing at:
Seattle, WA



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STATE OF WASHINGTON, King County ss:

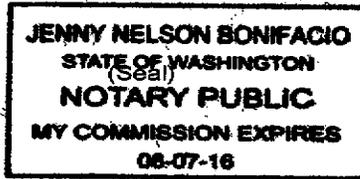
On this 30th September 2013, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Larry S. Silver and Elizabeth C. Silver

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

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

My Commission expires: 06-07-2016



Jenny Nelson Bonifacio

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

REQUEST FOR RECONVEYANCE

To Trustee:

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

Date: _____