

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

500012106

CHICAGO TITLE INSURANCE COMPANY  
a corporation, herein called the Company

GUARANTEES

RECEIVED  
APR 03 2014  
CITY OF MILL CREEK

Taylor Development LLC and SDA Engineers

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

LIABILITY EXCLUSIONS AND LIMITATIONS

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

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

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

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

CITY OF MILL CREEK  
ZONING CASE  
No. PP 14-46  
DATE 4-3-14  
R. [Signature]

<b>ISSUING OFFICE:</b> Title Officer: Builder Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Main Phone: (425)259-8223 Email: Snotitle@ctt.com
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**SCHEDULE A**

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

Effective Date: March 26, 2014 at 08:00AM

The assurances referred to on the face page are:

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

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

Title to said real property is vested in:

John A Salinas and Judy Salinas husband and wife as to Parcel A and Catharine Revell, as trustee of the Harry and Catharine Revell living trust, dated May 20, 1993 as to Parcel B.

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

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 280532-002-009-00 and 280532-002-014-00**

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**Parcel A:**

All that portion of the Northwest Quarter of Section 32, Township 28 North, Range 5 East W.M. lying Northerly of Block 2, Heatherwood Garden Tracts No. 3, according to the plat thereof recorded in volume 10 of plats, page 23, records of Snohomish county, Washington, more particularly described as follows:

Beginning at a point on the West line of said Section 32 which is 30 feet South of the Northwest corner thereof;  
Thence South 89°30'30" East along the South margin of County Road for 1303.81 feet to the true point of beginning;  
Thence continue South 89°30'30" East for 111.67 feet;  
Thence south 00°49'50" East for 650 feet to the North line of said Block 2, Heatherwood Garden Tracts No. 3;  
Thence North 89°30'30" West along said North line of Block 2 for 111.67 feet;  
Thence North 00°49'50" West 650 feet to the true point of beginning;

Except the North 15 feet as conveyed to Snohomish County by deed recorded under Auditor's File No. 8402290223, records of Snohomish County, Washington .

**Parcel B:**

A portion of the Northwest Quarter of Section 32, Township 28 North, Range 5 East W.M., lying Northerly of Block 2, Heatherwood Garden Tracts No. 3, according to the plat thereof recorded in volume 10 of plats, page 23, records of Snohomish county, Washington, and more particularly described as follows:

Beginning at a point on the West line of said Section, 30.00 feet South of the Northwest corner thereof;  
Thence South 89°30'30" East along the South margin of the County Road for 1192.14 feet to the true point of beginning;  
Thence continue South 89°30'30" East 111.67 feet;  
Thence South 0°49'50" East for 650.00 feet to the North line of said Block 2, Heatherwood garden Tracts No. 3;  
Thence North 89°30'30" West along said North line of Block 2 for 111.67 feet;  
Thence North 0°49'50" West for 650 feet to the true point of beginning;

Except portion conveyed to Snohomish County by deed recorded under Auditor's File No. 8312050061.

Situate in the County of Snohomish, State of Washington.

**SCHEDULE B****GENERAL EXCEPTIONS**

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

SCHEDULE B

(continued)

SPECIAL EXCEPTIONS

1. No search has been made as to property taxes and assessments. Property taxes and assessments will be searched upon request.

~~2.~~

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

Granted to: Public Utility District No. 1 of Snohomish County  
Purpose: Electric transmission and/or distribution line  
Recording Date: May 5, 1982  
Recording No.: 8205050059  
Affects: West 20 feet of the North 450 feet of Parcel A

3.

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

Granted to: Public Utility District No. 1 of Snohomish County and West Coast Telephone Co.  
Purpose: Electric transmission and/or distribution line  
Recording Date: November 3, 1965  
Recording No.: 1821805  
Affects: Portion of Parcel B

~~4.~~

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

Granted to: Public Utility District No. 1 of Snohomish County and Verizon Northwest Inc.  
Purpose: Electric transmission and/or distribution line  
Recording Date: July 3, 2002  
Recording No.: 200207030477  
Affects: Northerly portion of Parcel B

~~5.~~

Agreement

Executed by: Catharine Revell and Silver Lake Water District  
Recording Date: August 16, 2006  
Recording No.: 200608160875  
Regarding: permission for use of encroachment area

Affects: Parcel B

*Correct at  
FP?*

**SCHEDULE B**  
(continued)

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

Amount: \$532,500.00  
 Dated: January 13, 2011  
 Trustor/Grantor: Catharine Revell, as trustee and Successor Trustee of the Harry and Catharine Revell Living Trust, dated May 20, 1993  
 Trustee: Recon Trust Company  
 Beneficiary: Bank of America, N.A.  
 Loan No.: 68201005410099  
 Recording Date: January 20, 2011  
 Recording No.: 201101200228

Affects: Parcel B

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Champion Mortgage Company  
 Recording Date: September 13, 2012  
 Recording No.: 201209130406

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

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

Amount: \$532,500.00  
 Dated: January 13, 2011  
 Trustor/Grantor: Catharine Revell as Trustee and Successor Trustee of the Harry and Catharine Revell Trust, dated May 20, 1993  
 Trustee: Senior Official with responsibility for single family mortgage insurance programs in the Department of Housing and Urban Development field office with jurisdiction over the property described below, or a designee of that official  
 Beneficiary: The Secretary of Housing and Urban Development  
 Loan No.: 68201005410099  
 Recording Date: January 20, 2011  
 Recording No.: 201101200229

Affects: Parcel B

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

**SCHEDULE B**

(continued)

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

**END OF SCHEDULE B**

RECEIVED

APR 03 2014

CITY OF MILL CREEK

When recorded mail to:  
BANK OF AMERICA, N.A.  
11120 NE 33RD PLACE, SUITE 200  
BELLEVUE, WA 98004

Prepared By:  
Bank of America, N.A.  
11120 NE 33rd Place, Suite 200  
Bellevue, WA 98004



201101200228 11 PGS  
01/20/2011 10:32am \$73.00  
SNOHOMISH COUNTY, WASHINGTON

FHA Case Number: 566-0183202-952  
Application Number: 228411400  
Loan Servicing Number: 68201005410099

STEWART 1004214  
11/874

State of Washington ADJUSTABLE RATE  
HOME EQUITY CONVERSION DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on Thursday, January 13, 2011. The trustor is Catharine Revell, as Trustee and Successor Trustee of the Harry and Catharine Revell Living Trust, dated May 20, 1993 whose address is 2226 132nd St SE, Mill Creek, WA 98012 ("Borrower"). The trustee is ReconTrust Company, N.A., CA6-914-01-53, Thousand Oaks, CA 91360 ("Trustee"). The beneficiary is Bank of America, N.A., a National Banking Association, which is organized and existing under the laws of THE UNITED STATES, and whose address is 100 North Tryon Street, Charlotte, NC 28255 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of Five Hundred Thirty Two Thousand Five Hundred (U.S. \$532,500.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on Wednesday, August 06, 2087. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SNOHOMISH County, Washington:

See Attached APN #280532-002-014-00  
PTN NW/4 Section 32, township 28N, Range 5E  
The real property located at the address 2226 132nd St SE, Mill Creek, WA 98012 in the county of

Washington First Adjustable HECM Deed of Trust  
Revised 12/18/09

**SNOKOMISH.**

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

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

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

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

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in

the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower;

or

- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property).
- (b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval by an authorized representative of the Secretary, if:
- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
  - (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
  - (iii) An obligation of the Borrower under this Security Instrument is not performed.
- (c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in subparagraphs (a) and (b) of this Paragraph 9(a)(i) or (b) occur.
- (d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under this Paragraph 9(a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:
- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
  - (ii) Pay the balance in full; or
  - (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
  - (iv) Provide the Lender with a deed in lieu of foreclosure.
- (e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

**10. No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

**11. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full.

Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with a foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

#### 12. First Lien Status

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

#### 13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(f)(1)(A) of the National Housing Act and the Loan Agreement, unless otherwise provided by the Secretary, the Secretary has required Borrower to execute a Second Note and Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on

the payments but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

**14. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**15. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

**16. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

**17. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**19. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an

assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**20. Foreclosure Procedure.** Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

For any event of acceleration under Paragraph 9, Lender may invoke 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.

If Lender invokes the power of sale, Lender shall give of notice of sale to Borrower in the manner provided in Paragraph 16. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender, or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**21. Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

Washington First Adjustable HECM Deed of Trust  
Revised 12/16/09

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**22. Adjustable Rate Feature.** Under the Note, the initial stated interest rate of 2.500% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the interbank offered rates for one month U.S. dollar-denominated deposits in the London market ("LIBOR") as published on the first business day of each week in the Money Rates section of The Wall Street Journal ("Index") plus a margin. If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on April 2011, and on the first day of  and on that day of each succeeding year, or  
 the first day of each succeeding month (Change Date) until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index and rounding that amount to the nearest one-eighth of one percent. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

- Annually Adjusting Variable Rate Feature** - The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.
- Monthly Adjusting Variable Rate Feature** - The Calculated Interest Rate will never increase above (12.500%).

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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

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

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

**26. Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the

Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges shall be obligatory.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check all riders that are applicable].

- Condominium Rider
- Shared Appreciation Rider
- Planned Unit Development Rider
- Other [Specify]

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

Witnesses: \_\_\_\_\_

Catharine Revell  
 Catharine Revell

Catharine Revell, Trustee  
 Catharine Revell, as Trustee

Space Below This Line For Acknowledgment

State of Washington

County SNOHOMISH

I certify that I know or have satisfactory evidence that

CATHARINE REVELL

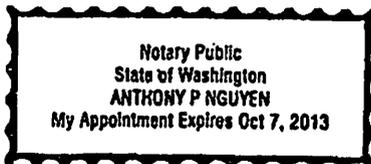
(name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JANUARY 13, 2011

*Anthony P. Nguyen*  
Signature of Notary

Notary Public  
Title

My Commission expires: OCT. 7 2013



**EXHIBIT A**

**Exhibit A to the Deed of Trust made on Thursday, January 13, 2011, by Catharine Revell, as Trustee and Successor Trustee of the Harry and Catharine Revell Living Trust, dated May 20, 1993 ("Borrower") to ReconTrust Company, N.A., CA6-914-01-53, Thousand Oaks, CA 91360 ("Trustee") for the benefit of Bank of America, N.A., a National Banking Association ("Lender"). The Property is located in the county of SNOHOMISH, state of WA, described as follows:**

Description of Property

A portion of the Northwest quarter of Section 32, Township 28 North, Range 5 East, W.M., lying Northerly of Block 2, HEATHERWOOD GARDEN TRACTS NO. 3, according to the plat thereof recorded in Volume 10 of Plats, Page(s) 23, records of Snohomish County, Washington, and more particularly described as follows:

Beginning at a point on the West line of said Section 30.00 feet South of the Northwest corner thereof;  
 THENCE South 89°30'30" East along the South margin of the County Road for 1192.14 feet to the True Point of Beginning;  
 THENCE continue South 89°30'30" East 111.67 feet;  
 THENCE South 0°49'50" East for 650.00 feet to the North line of said Block 2, HEATHERWOOD GARDEN TRACTS NO. 3;  
 THENCE North 89°30'30" West along said North line of Block 2 for 111.67 feet;  
 THENCE North 0°49'50" West for 650 feet to the True Point of Beginning;

EXCEPT portion conveyed to Snohomish County by Deed recorded under Snohomish County Recording No(s). 8312050061.

Situate in the County of Snohomish, State of Washington.

ELECTRONICALLY RECORDED  
201209130408 2  
09/13/2012 01:37 PM 15.00  
SNOHOMISH COUNTY, WASHINGTON

When recorded mail to:  
CoreLogic  
Mail Stop: ASGN  
1 CoreLogic Drive  
Westlake, TX 76262-9823

This space for Recorder's use



DocID# 26983218773204

Tax ID: 280532-092-014-00

Property Address:  
2226 132ND ST SE  
MILL CREEK, WA 980120000  
WAOADT 1961121 E 04/2012

Recording Requested By:  
Bank of America  
Prepared By:  
Danilo Crescen  
800-444-4302  
1800 Tape Canyon Road  
Sima Valley, CA 93063

**ASSIGNMENT OF DEED OF TRUST**

For Value Received, BANK OF AMERICA, N.A. whose address is 600 5TH AVENUE, SEATTLE, WASHINGTON 98104-3176 does hereby grant, sell, assign, transfer and convey unto CHAMPION MORTGAGE COMPANY whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TEXAS 75067 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION  
Made By: CATHARINE REVELL, AS TRUSTEE AND SUCCESSOR TRUSTEE OF THE HARRY AND CATHARINE REVELL LIVING TRUST, DATED MAY 20, 1993

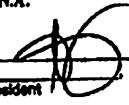
Original Trustee: RECONTRUST COMPANY, N.A.  
Date of Deed of Trust: 1/13/2011  
Original Loan Amount: \$532,500.00

Recorded in Snohomish County, WA on: 1/20/2011, book N/A, page N/A and instrument number 201101200228

Property Legal Description:  
A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LYING NORTHERLY OF BLOCK 2, HEATHERWOOD GARDEN TRACTS NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE(S) 23, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 38.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 30'30" EAST ALONG THE SOUTH MARGIN OF THE COUNTY ROAD FOR 1192.14 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 30'30" EAST 111.67 FEET; THENCE SOUTH 0 DEGREES 49'59" EAST FOR 650.00 FEET TO THE NORTH LINE OF SAID BLOCK 2, HEATHERWOOD GARDEN TRACTS NO. 3; THENCE NORTH 89 DEGREES 30'30" WEST ALONG SAID NORTH LINE OF BLOCK 2 FOR 111.67 FEET; THENCE NORTH 0 DEGREES 49'59" WEST FOR 650 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT PORTION CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER SNOHOMISH COUNTY RECORDING NO (S). 8312050961. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on SEP 12 2012

BANK OF AMERICA, N.A.

By:   
Trisha Jackson  
Assistant Vice President

201209130408

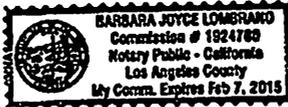
State of California  
County of Ventura

On SEP 12 2012 before me, BARBARA JOYCE LOMERANO, Notary Public, personally appeared TERESA JACKSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public: BARBARA JOYCE LOMERANO (Seal)  
My Commission Expires: FEBRUARY 7, 2015



DocID# 26983218773204

When recorded mail to:  
**BANK OF AMERICA, N.A.**  
 11120 NE 33RD PLACE, SUITE 200  
 BELLEVUE, WA 98004

Prepared By:  
 Bank of America, N.A.  
 11120 NE 33rd Place, Suite 200  
 Bellevue, WA 98004



201101200229 11 PGS  
 01/20/2011 10:32am \$73.00  
 SNOHOMISH COUNTY, WASHINGTON

FHA Case Number: 566-0183202-952  
 Application Number: 228411400  
 Loan Servicing Number: 68201005410099

STEWART 1004214  
 11/974

State of Washington **ADJUSTABLE RATE**  
**HOME EQUITY CONVERSION SECOND DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument" or "Second Security Instrument") is made on **Thursday, January 13, 2011**. The trustor is **Catharine Revell, as Trustee and Successor Trustee of the Harry and Catharine Revell Living Trust, dated May 20, 1993** whose address is **2226 132nd St SE, Mill Creek, WA 98012** ("Borrower"). The trustee is the **SENIOR OFFICIAL WITH RESPONSIBILITY FOR SINGLE FAMILY MORTGAGE INSURANCE PROGRAMS IN THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FIELD OFFICE WITH JURISDICTION OVER THE PROPERTY DESCRIBED BELOW, OR A DESIGNEE OF THAT OFFICIAL ("Trustee")**. The beneficiary is the **Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, DC 20410, ("Lender" or "Secretary")**. Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **FIVE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED (\$532,500.00)**; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on **Wednesday, August 06, 2087**. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **SNOHOMISH County, Washington**:

See Attached APN #280532-002-014-00

*Pt N NW 1/4 Section 32, Township 28N, Range 5E*

The real property located at the address **2226 132nd St SE, Mill Creek, WA 98012** in the county of **SNOHOMISH**.

Washington Second Adjustable Deed of Trust  
 Revised 12/18/09

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

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

**1. Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

**2. Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.

**3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal

residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to merger in writing.

**5. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

**6. Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary to the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

Washington Second Adjustable Deed of Trust  
Revised 12/18/08

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11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with a

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

(d) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(iv) Provide the Lender with a deed in lieu of foreclosure.  
(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or  
(ii) Pay the balance in full; or  
(i) Correct the matter which resulted in the Security Instrument coming due and payable;

(c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 8(a)(ii)-(v). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:  
(b) Notice to Lender. Borrower shall notify the Lender whenever any of the events listed in Paragraph 9(a)(ii)-(v) occur.  
(v) An obligation of the Borrower under this Security Instrument is not performed.

(iv) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or  
(iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or  
(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred to another Borrower (a) title to the Property in fee simple, (b) a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property).

(a) Due and Payable. Lender may require payment in full of all sums secured by this Security Instrument if:  
(i) A Borrower dies and the Property is not the Principal residence of at least one surviving Borrower; or

foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

## 12. Second Lien Status

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

## 13. Relationship to First Security Instrument

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower has also executed a First Note and First Security Instrument.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the First Note unless:

- (i) The First Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to the holder of the of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 13.

(e) **Restrictions on Enforcement.** Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

**14. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**15. Successors and Assigns Bound; Joint and Several Liability.** Borrower may not assign any rights or obligations under this Security Instrument or under the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

**16. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

**17. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.

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

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

Washington Second Adjustable Deed of Trust  
Revised 12/18/09

- 6 -

**19. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**20. Foreclosure Procedures.** Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

For any event of acceleration under Paragraph 9, Lender may invoke 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.

If Lender invokes the power of sale, Lender shall give of notice of sale to Borrower in the manner provided in Paragraph 16. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender, or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**21. Lien Priority.** The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

**22. Adjustable Rate Feature.** Under the Note, the initial stated interest rate of 2.500% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the interbank offered rates for one month U.S. dollar-denominated deposits in the London market ("LIBOR") as published on the first business day of each week in the Money Rates section of The Wall Street Journal ("Index") plus a margin. If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on April 2011, and on the first day of  and on that day of each succeeding year, or  the first day of each succeeding month (Change Date) until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index and rounding that amount to the nearest one-eighth of one percent. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

- Annually Adjusting Variable Rate Feature** - The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.
- Monthly Adjusting Variable Rate Feature** - The Calculated Interest Rate will never increase above (12.600%).

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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

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

25. Use of Property. The property is not used principally for agricultural or farming purposes.

26. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges shall be obligatory.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check all riders that are applicable].

- Condominium Rider
- Shared Appreciation Rider
- Planned Unit Development Rider
- Other [Specify]

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

Witnesses: \_\_\_\_\_

Catharine Revell  
 Catharine Revell

Catharine Revell, Trustee  
 Catharine Revell, as Trustee

Space Below This Line For Acknowledgment

State of Washington

County SNOHOMISH

I certify that I know or have satisfactory evidence that

CATHARINE REVELL

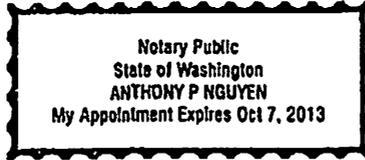
name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JANUARY 13, 2011

*Anthony P. Nguyen*  
Signature of Notary

Notary Public  
Title

My Commission expires: OCT. 7 2013



**EXHIBIT A**

**Exhibit A to the Deed of Trust made on Thursday, January 13, 2011, by Catharine Revell, as Trustee and Successor Trustee of the Harry and Catharine Revell Living Trust, dated May 20, 1993 ("Borrower") to the HUD field office or his designee ("Trustee") for the benefit of the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, D.C. 20410, ("Lender" or "Secretary"). The Property is located in the county of SNOHOMISH, state of WA, described as follows:**

**Description of Property**

A portion of the Northwest quarter of Section 32, Township 28 North, Range 5 East, W.M., lying Northerly of Block 2, HEATHERWOOD GARDEN TRACTS NO. 3, according to the plat thereof recorded in Volume 10 of Plats, Page(s) 23, records of Snohomish County, Washington, and more particularly described as follows:

Beginning at a point on the West line of said Section 30.00 feet South of the Northwest corner thereof;

THENCE South 89°30'30" East along the South margin of the County Road for 1192.14 feet to the True Point of Beginning;

THENCE continue South 89°30'30" East 111.67 feet;

THENCE South 0°49'50" East for 650.00 feet to the North line of said Block 2, HEATHERWOOD GARDEN TRACTS NO. 3;

THENCE North 89°30'30" West along said North line of Block 2 for 111.67 feet;

THENCE North 0°49'50" West for 650 feet to the True Point of Beginning;

EXCEPT portion conveyed to Snohomish County by Deed recorded under Snohomish County Recording No(s). 8312050061.

Situate in the County of Snohomish, State of Washington.

32-28-5 NW

A A C C

32(28-5) E-15014

1181 (Rev. 12-76)

EASEMENT FOR UNDERGROUND AND OVERHEAD

8205050059

THIS INDENTURE made this 28<sup>th</sup> day of February, 1982, between John A. Salinas and Judy Salinas, husband and wife

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

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

A portion of the Northwest quarter of Section 32, Township 28 North, Range 5 East, W.M., lying Northerly of Block 2, Heatherwood Garden Tracts No. 3 according to the plat thereof recorded in Volume 10 of Plats, page 23, records of the Auditor of the County of Snohomish, State of Washington, described as follows: Beginning at a point on the West line of said Section 32 which is 30 feet South of the Northwest corner thereof; thence South 89°30'30" East along the South margin of County road for 1303.81 feet to the True Point of Beginning; thence continuing South 89°30'30" East for 111.67 feet; thence South 0°49'50" East for 650 feet to the North line of said Block 2, Heatherwood Garden Tracts No. 3; thence North 89°30'30" West along said North line of Block 2 for 111.67 feet; thence North 0°49'50" West 650 feet to the True Point of Beginning.

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

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and licensees the perpetual right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain an underground electric transmission and distribution line, consisting of transmission and distribution wires, transformers, pedestals, telephone communication wires, and other necessary or convenient appurtenances, across, under and upon the following described lands and premises situated in the County of Snohomish State of Washington, to-wit: \*and/or Overhead

The West 20 feet of the North 450 feet of the above-described property.

NO SALES TAX REQUIRED

MAY 4 - 1982

KIRKE BEYERS, Snohomish County Treasurer By [Signature] Deputy

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

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

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

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

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

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

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

[Signature] John A. Salinas

[Signature] Judy Salinas

8205050059

VOL 1746 PAGE 45

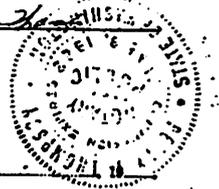
STATE OF WASHINGTON, }  
COUNTY OF Snohomish } ss.

I, the undersigned, a Notary Public, do hereby certify that on this 28<sup>th</sup> day of February, 1982  
personally appeared before me John A. Salinas and Judy Salinas

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

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

Greg J. Thompson  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT Edmonds, Washington



STATE OF WASHINGTON, }  
COUNTY OF } ss.

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

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

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

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

(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON, }  
COUNTY OF } ss.

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

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

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

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

RETURN TO  
PUD NO. 1  
P.O. BOX 1107  
EVERETT, WASH.  
98206

Phillips Smith  
RECORDING DATA  
1982 MAY -5 AM 9:52  
RECORDED  
6500505208

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

W.S. NO. \_\_\_\_\_ W. O. NO. 250841  
EASEMENT  
FROM John A. Salinas, et ux

**EASEMENT**

32-28-5 NW NW

1821805

THIS INDENTURE, made this 30th day of AUGUST, A. D., 1965 between MARION C. REVELL and EFFIE REVELL and MARGARET M. SIEMERT and MARY ANN SIEMERT

hereinafter called the Grantor, party of the first part, PUBLIC UTILITY DISTRICT NO. 1 of SNOHOMISH COUNTY and WEST COAST TELEPHONE CO. hereinafter called the Grantee, party of the second part, and hereinafter called the Mortgagee, party of the third part, WITNESSETH:

That the Grantor, for and in consideration of the sum of ONE THOUSAND DOLLARS Dollars (\$ 1,000.00) and other valuable considerations, receipts of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and licensees, the right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission and distribution line, consisting of a single line of poles and/or structures with necessary braces, guys and anchors, and to place or allow or permit to be placed and operated upon or suspend from such poles and/or structures, transmission, distribution and signal wires, insulators, cross-arms, transformers, telephones or telegraph communication wires, and other necessary or convenient appurtenances, across, over and upon the following described lands and premises situated in the County of SNOHOMISH State of Washington, To-wit:

A portion of the northwest quarter of Section 32, Township 28 North, Range 5 East, W.M., lying northerly of Block 2, Heatherwood Garden Tracts No. 3, according to the plat thereof recorded in Volume 10 of Flats, page 23, records of Snohomish County, Washington, and more particularly described as follows:

Beginning at a point on the west line of said Section 32, 30.00 feet south of the northwest corner thereof; thence south 89°30'30" east along the south margin of the County Road for 1192.14 feet to the true point of beginning; thence continue south 89°30'30" east for 111.67 feet; thence south 0°49'50" east for 650.00 feet to the north line of said Block 2, Heatherwood Garden Tracts No. 3; thence north 89°30'30" west along said north line of Block 2 for 111.67 feet; thence north 0°49'50" west for 650 feet to the true point of beginning.

Situate in the County of Snohomish, State of Washington.

The center line of said transmission and distribution line to be located as follows:

As now staked and located or as hereafter may be relocated or extended by mutual consent of the parties hereto.

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

Also the right at all times to cut all brush and timber, and trim all trees standing or growing upon said lands which, in the opinion of the Grantee, constitutes a menace or danger to said line.

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

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

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

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

Marion C. Revell  
Margaret M. Siemert

Harry C. Revell  
Mrs. Harry Revell

**NO SALES TAX  
REQUIRED**

NOV 4 - 1965

REC 388  
[Signature]  
NOV 4 1965  
902 REC 347

NOV 3 1965

STATE OF WASHINGTON,  
COUNTY OF Snohomish

I, the undersigned, a Notary Public, do hereby certify that on this 30 day of August, 1965, personally appeared before me Harry C. Revell and Effe Ober

his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged the same of their free and voluntary act and deed, for the uses and purposes therein mentioned.



Witness my hand and official seal the day and year in this certificate above written.  
Effe Ober  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
COMMISSION EXPIRES AT March 16, 1970

STATE OF WASHINGTON,  
COUNTY OF Snohomish

I, the undersigned, a Notary Public, do hereby certify that on this 27 day of Sept, 1965, personally appeared before me Harriet Stewart and Margaret M. Stewart



his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged the same of their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate above written.  
Harriet Stewart  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
COMMISSION EXPIRES AT March 16, 1970

FOR CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON,  
COUNTY OF \_\_\_\_\_

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

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

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

RETURN TO  
Rm. No. 1  
P.O. BOX 1107  
EVERETT, WASH.

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

EST. NO. 1821805  
N. S. No. 30042  
W. O. No. 65-4

### EASEMENT

FROM Harry C. Revell et ux  
& et al. DEEDS

TO  
PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

TYPE OF CONSTRUCTION  
OVER 15000 VOLTS RECORDED  
PAGE 1  
REC. OF

1965 NOV 3 P.M. 04  
APPROVALS

STANLEY DUJONGUE, AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY: [Signature]

CERTIFICATE OF TITLE \_\_\_\_\_  
TITLE \_\_\_\_\_

RECORDING DATA 320

DEEDS VOL. 902 PAGES 348

98618 AON

200207030477

200207030477  
07/03/2002 02:23 PM Snohomish  
P.0002 RECORDED County

AFTER RECORDING RETURN TO:  
Public Utility District No. 1 of Snohomish County  
P.O. Box 1107  
Everett, WA 98206

NO EXCISE TAX  
REQUIRED

JUL 03 2002

608 DANTINI, Snohomish County Treasurer

By BOB DANTINI



TRANSMISSION EASEMENT

E- 44819  
NW 32(28-5)  
327134-02

THIS INDENTURE made this 11<sup>th</sup> day of June, 2002, between  
Harry and Catharine Reveil Living Trust, dated May 20, 1993  
hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH COUNTY,  
Venzon Northwest Inc, hereinafter referred to as Grantee, and  
hereinafter referred to as Mortgagee, WITNESSETH

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

A portion of the Northwest Quarter of Section 32, Township 28 North, Range 5 East, W.M., lying Northerly of  
Block 2, Heatherwood Garden Tracts No. 3, according to the Plat thereof recorded in Volume 10 of Plats,  
Page 23, records of Snohomish County, Washington, and more particularly described as follows:  
Beginning at a point on the West line of said Section 30.00 feet South of the Northwest corner thereof;  
Thence South 89°30'30" East along the South margin of the County Road for 1,192.14 feet to the True Point  
of Beginning;  
Thence continue South 89°30'30" East for 111.87 feet;  
Thence South 0°49'50" East for 650.00 feet to the North line of said Block 2 Heatherwood Garden Tracts No.  
3;  
Thence North 89°30'30" West along said North line of Block 2 for 111.87 feet;  
Thence North 0°49'50" West for 650 feet to the True Point of Beginning;  
Except portion conveyed to Snohomish County by Deed recorded under Auditor's File No. 8312050061.

Situate in the County of Snohomish, State of Washington.

Tax Parcel No. 28053200201400

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

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$ 1.00 (One Dollar) and other valuable  
consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents,  
contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter, improve,  
extend, repair, operate, and maintain electric transmission line facilities and distribution line facilities consisting of  
wood and/or metal poles and/or structures and/or underground facilities, or combinations thereof, with necessary  
braces, guys and anchors, and to install or place upon or suspend from such poles or facilities, transmission and  
distribution wires, insulators, cross-arms, transformers, and other electrical equipment, communication wires and/or  
cables, and other necessary or convenient appurtenances, across, over, under and upon the following described  
lands and premises situated in the County of Snohomish, State of Washington, herein called the "power line right  
of way", to-wit

That portion of the above described property lying North of a line drawn as follows:  
Beginning at a point located on the West property line of the above described property lying 14' 2" South of  
the Northwest property corner thereof;  
Thence in an Easterly direction in a straight line to a point on the East property line of the above described  
property located 12 feet South of the Northeast corner thereof and the terminus of this line description.

Together with the right to construct and maintain a roadway thereon for necessary ingress and egress to and  
from its facilities thereon, and with the right of ingress to and egress from said power line right of way across  
adjacent lands of the Grantor where such is reasonably necessary, for the purpose of constructing, reconstructing,  
repairing, renewing, altering, changing, patrolling and operating said facilities, and the right at any time to remove  
said facilities from said lands

Also the right at all times to clear said power line right of way and keep the same clear of all brush, debris and  
trees, provided that Grantor reserves the right to use the lands of said power line rights of way for pasture land or  
the raising of crops or for roadways or for other purposes not a hazard to the said transmission or distribution lines  
or other facilities above described, so long as said use is subject to the rights herein granted to the Grantee and  
does not unreasonably interfere with the construction, erection, alteration, improvement, repair, operation and  
maintenance and patrolling of such transmission, distribution and other facilities, or with the reasonable access of  
the Grantee for such purposes Grantor shall permit no structures, including fences, of any kind to be constructed  
or maintained on said power line right of way without approval of the District

Also the right (hereinafter called "danger tree rights") to at all times cut, slash, or trim and remove brush,  
timber or trees from Grantor's land hereinabove described adjacent to said power line right of way, which constitute  
a hazard to persons or property within a distance of (50) feet of said lines, poles and related structures or facilities

or the Grantee's access thereto, or which are necessarily damaged in reasonably performing such cutting, trimming and removing of such hazards, and the right of access for such purposes. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Grantee's power line right of way at a height of more than 15 feet.

The Grantor covenants to and with the Grantee that the title to all brush, debris, trees and structures removed from said power line right of way, and also all brush, timber, growth, or trees cut and removed from Grantor's land adjacent to said power line right of way in accordance with the danger tree rights herein set forth, is and shall be vested in the Grantee, and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

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

The Grantor for himself, his heirs, successors or assigns, covenants and agrees not to do any blasting or discharge any explosives within a distance of 300 feet of said power line right of way without giving reasonable notice in writing to the Grantee of intention so to do.

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

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

Harry and Catharine Revell Living Trust, dated May 20, 1993

By Harry Revell  
Harry Revell Trustee  
By Catharine B. Revell  
Catharine Revell Trustee

**PLEASE SIGN AND HAVE NOTARIZED BELOW**

**(INDIVIDUAL ACKNOWLEDGMENT)**

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument

(Seal or Stamp) Dated \_\_\_\_\_  
Signature of \_\_\_\_\_  
Notary Public  
Title Notary Public  
My appointment expires \_\_\_\_\_

**(REPRESENTATIVE ACKNOWLEDGMENT)**

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that Harry Revell and Catharine Revell signed this instrument, on oath stated that (he, she, they) (wee, were) authorized to execute the instrument and acknowledged it as the Trustee Officer, Trustee, President, etc and Trustee of Harry and Catharine Revell Living Trust, dated May 20, 1993 (Name of party on behalf of who instrument was executed) to be the free and voluntary act for the uses and purposes mentioned in the instrument.

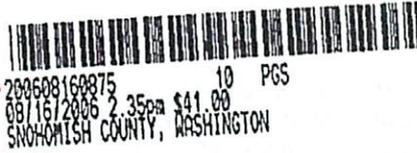


Dated 8/11/02  
Signature of [Signature]  
Notary Public  
Title Notary Public Charles K. Coad  
My appointment expires 10/9/03

**200207030477**

RETURN NAME & ADDRESS

Silver Lake Water Dist.  
P.O. Box 13888  
Mill Creek, WA 98082



Please print neatly or type information  
Document Title(s)

Agreement  
~~Revocable License~~

Reference Number(s) of related documents.

Additional Reference #'s on page \_\_\_\_

Grantor(s) (Last, First, and Middle Initial)

Silver Lake Water District

Additional Grantors on page \_\_\_\_

Grantee(s) (Last, First, and Middle Initial)

Catherine Revell

Additional Grantees on page \_\_\_\_

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

NW Quarter, Section 32, Township 28 N Range 5 East

Complete legal on page 8

Assessor's Property Tax Parcel/Account Number

2805 3200 2014 00

Additional parcel #'s on page \_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

\*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

## REVOCABLE LICENSE

THIS AGREEMENT ("Agreement") is entered into this 10<sup>th</sup> date of August, 2006, by and between the SILVER LAKE WATER DISTRICT, a municipal corporation ("District"), and Catherine Revell, a single person ("Revell"), (individually a "Party" and collectively the "Parties") for the purposes set forth below

### RECITALS

1 The District owns real property located at 2210 - 132nd Street S E, Mill Creek, Washington which is utilized as the District office and operations center ("District Property") The District Property is legally described on Exhibit "A" attached hereto and incorporated herein by this reference Real property adjacent to the District Property located at 2226 132nd Street, Mill Creek, Washington is owned by Harry & Cathanne Revell Living Trust (Revell Property), and is utilized as a single family residence ("Revell Property") The Revell Property is legally described on Exhibit "B" attached hereto and incorporated herein by this reference

2 Revell desires to use a portion of the District Property for purposes limited to the maintenance of fencing and a patio, and the District is willing to allow such use in a designated area of the District Property on certain terms and conditions

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows

#### 1 Grant of Permission.

1 1 District gives Revell permission, revocable and terminable as provided herein, to enter onto approximately 50 square feet of the District Property, as depicted on Exhibit "C" attached hereto and incorporated herein by this reference (the "Encroachment Area"), only for the purposes of ingress and egress to and from, and to use as a yard space for a single family home (the "Permitted Uses") within the Encroachment Area

1 2 In consideration of the District's permission to use the Encroachment Area for the limited purposes set forth in this Agreement, Revell acknowledges the District's title to the District Property and waives and relinquishes any and all claims thereto, including the Encroachment Area District shall have the right to remove at any time any other encroachments on the District Property including, but not limited to, fencing, vegetation and structures such as sheds located outside of the Encroachment Area without notice to Revell

1 3 Revell and/or Revell's agents, guests and invitees shall comply with all laws and regulations pertaining to their use of the property including the District Property or to use the District Property and the Encroachment Area in any way so as to interfere with the exercise by the District of the remaining portion of the District Property

1 4 Any taxes imposed as a result of this license or Revell's use of District Property shall be the responsibility of and shall be paid by Revell

**2. Allocation of Risk.**

2 1 Revell covenants and warrants to the District that she has fully inspected the Encroachment Area and that the same is reasonably safe and accepts the same "as is", without warranty of any kind, whether express or implied

2 2 Revell assumes the risk of any and all damage or destruction to the Revell's improvements or property located within the Encroachment Area

2 3 Revell waives all claims for any and all damage or loss to Revell's person or property which may be caused by any act, or failure to act, of the District, its commissioners, agents or employees Revell agrees to defend, indemnify and hold the District harmless from any and all claims from personal or property damage or loss to Revell, invitees, guests of Revell, or any other person entering upon the Encroachment Area

**3. Termination**

3 1 The permission and license granted to Revell in this Agreement to use the Encroachment Area shall terminate and be revoked (a) if the District reasonably determines at any time that the Encroachment Area is needed for District purposes, provided the District shall give Revell at least sixty (60) days prior written notice of such termination, (b) immediately upon Revell's sale, lease or transfer of all or a portion of the Revell Property, or (c) immediately if Revell shall fail to comply with or abide by the provisions of this Agreement

**4. General Provisions.**

4 1 Waiver by the District of any breach of any term or provision herein shall not be deemed a waiver of any subsequent breach of the same or any other term or provision herein

4 2 Any notice to Revell herein shall be sufficient if mailed to Revell, or posted on the premises, and if so posted, shall be deemed to have been received by Revell on the date of posting on Revell's above address, or if mailed, shall be deemed received on the day following the date of mailing

4 3 Upon revocation, surrender or other termination of the license and permission hereby given, Revell shall quietly and peacefully surrender the portion of the District Property occupied by Revell in as good or better condition than at the time of the execution of this Agreement ,

4 4 Each year Revell shall provide proof that she has home owner's insurance from a company licensed to do business in the State of Washington and acceptable to the District providing bodily injury and property damage coverage in the sum of not less than \$1,000 000 00 Revell's insurance shall be primary to any insurance maintained by the District

4 5 If a suit or action is instituted in connection with any controversy arising out of this Agreement, including an action to specifically enforce its terms and conditions, the prevailing party shall be entitled to recover its costs and attorney's fees, including such costs and fees incurred prior to filing such suit or those incurred on appeal

4 6 This Agreement contains the complete understanding of the Parties, and it may be modified or supplemented only by the written agreement by both District and Revell

4 7 The District shall record this Agreement in the Office of the Snohomush County Auditor immediately upon its execution by the Parties District's permission to use the Encroachment Area is personal to Revell and shall terminate upon the transfer and/or conveyance of the Revell Property to any other party by sale or otherwise

Silver Lake Water District:

Harry & Catharine Revell Living Trust:

By [Signature]  
Its General Manager

[Signature] for Harry  
[Signature]  
Person ally

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Patrick Curran is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Silver Lake Water District, a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument



Dated August 10, 2006  
Mary Ann Eastman  
NAME Mary Ann Eastman (Print Name)  
Notary Public in and for the State of Washington  
Commission Expires 7-28-07

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Catherine Revell is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as her free and voluntary act for the uses and purposes mentioned in the instrument



Dated August 10, 2006  
Mary Ann Eastman  
NAME Mary Ann Eastman (Print Name)  
Notary Public in and for the State of Washington  
Commission Expires 7-28-07

FOR TRUST

STATE OF WASHINGTON )  
 ) ss  
County of Snohomish )

I certify that I know or have satisfactory evidence that Catherine Revell signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the trustee of Harry

and Catherine Revell Living Trust, to be the free and voluntary act of such trust for the uses and purposes mentioned in this instrument

Dated this 10<sup>th</sup> day of August, 2006

Mary Ann Eastman  
NOTARY PUBLIC for the State of Washington  
Printed Name Mary Ann Eastman  
Residing at Everett, WA  
My Commission Expires 7-28-07



Exhibit A

Legal Description:

SEC 32 TWP 28 RGE 05 BEG NW COR SEC TH S 30FT TH S89\*30 30E 968 81FT  
TPB TH CONT S89\*30 30E 223 33FT TH S00\*49 50E 650FT TH N89\*30 30W  
223 33FT TH N00\*49 50W 650FT TPB LESS N 20FT TO SNO CO FOR ADD RD PER  
WD 1837/2431 AF NO 8404100142

**Exhibit B****Revell Property Legal**

**A portion of the Northwest quarter of Section 32, Township 28 North, Range 5 East, W M , lying Northerly of Block 2, Heatherwood Garden Tracts No 3, according to the plat thereof recorded in Volume 10 of Plats, page 23, records of Snohomish County, Washington, and more particularly described as follows Beginning at a point on the West Line of said Section 30 00 Feet South of the Northwest corner thereof, thence South 89° 30' 30" East along the South margin of the county road for 1192 14 feet to the true point of beginning, thence continue South 89° 30' 30" East for 111 67 feet, thence South 0° 49' 50" East for 650 00 feet to the North line of said Block 2 Heatherwood Garden Tracts No 3, thence North 89° 30' 30" West along said North line of Block 2 for 111 67 feet, thence North 0° 49' 50" West for 650 feet to the true point of beginning, EXCEPT Portion conveyed to Snohomish County by deed recorded under Auditor's File No 8312050061**

## EXHIBIT 'C'

## Encroachment Area

A portion of the Northwest quarter, of Section 32, Township 28 North, Range 5 East, W.M. in Snohomish County, Washington, lying Northerly of Block 2, Heatherwood Garden Tracts No 3, according to the plat thereof recorded in Volume 10 of Plats, records of Snohomish County, Washington, and more particularly described as follows

COMMENCING at a point on the West line of said Section 32, 30 00 feet South of the Northwest corner thereof, THENCE South  $89^{\circ}30'30''$  East along the South margin of the County Road for 1,192.14 feet, to the Northerly extension of the East line of that tract of land conveyed to Silver Lake Water District by Statutory Warranty Deed recorded under Auditor's File No. 1757138, records of Snohomish County, THENCE South  $00^{\circ}49'50''$  East 436 00 feet, along said East line to the POINT OF BEGINNING, THENCE continuing South  $00^{\circ}49'50''$  East 214.00 feet, to the Southeast corner of said Silver Lake Water District tract, THENCE North  $87^{\circ}47'52''$  West 3 37 feet, along the South line of said tract, THENCE along an existing fence line the following courses North  $00^{\circ}51'10''$  East 181.71 feet, THENCE North  $87^{\circ}19'19''$  West 8 03 feet, THENCE North  $00^{\circ}26'37''$  West 6 30 feet, THENCE North  $02^{\circ}21'58''$  East 25 67 feet; THENCE leaving said fence line South  $89^{\circ}07'12''$  East 10 96 feet to the POINT OF BEGINNING and containing 984 square feet, more or less



6-06-2006

