 <p data-bbox="440 331 824 373"><i>First American Title™</i></p> <p data-bbox="201 453 370 495">Exhibit A</p>	<p data-bbox="841 260 1382 352">First American Title Insurance Company 920 5th Avenue, Suite 1250 Seattle, WA 98104</p> <p data-bbox="841 420 1114 449">File No: 4209-4210910</p>
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EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of King, State of Washington, described as follows:

Lot 19, Block I, MERCER WOOD, according to the plat thereof, recorded in Volume 52 of plats, Pages 32 and 33, in King County, Washington.

Situate in the City of Mercer Island, County of King, State of Washington.

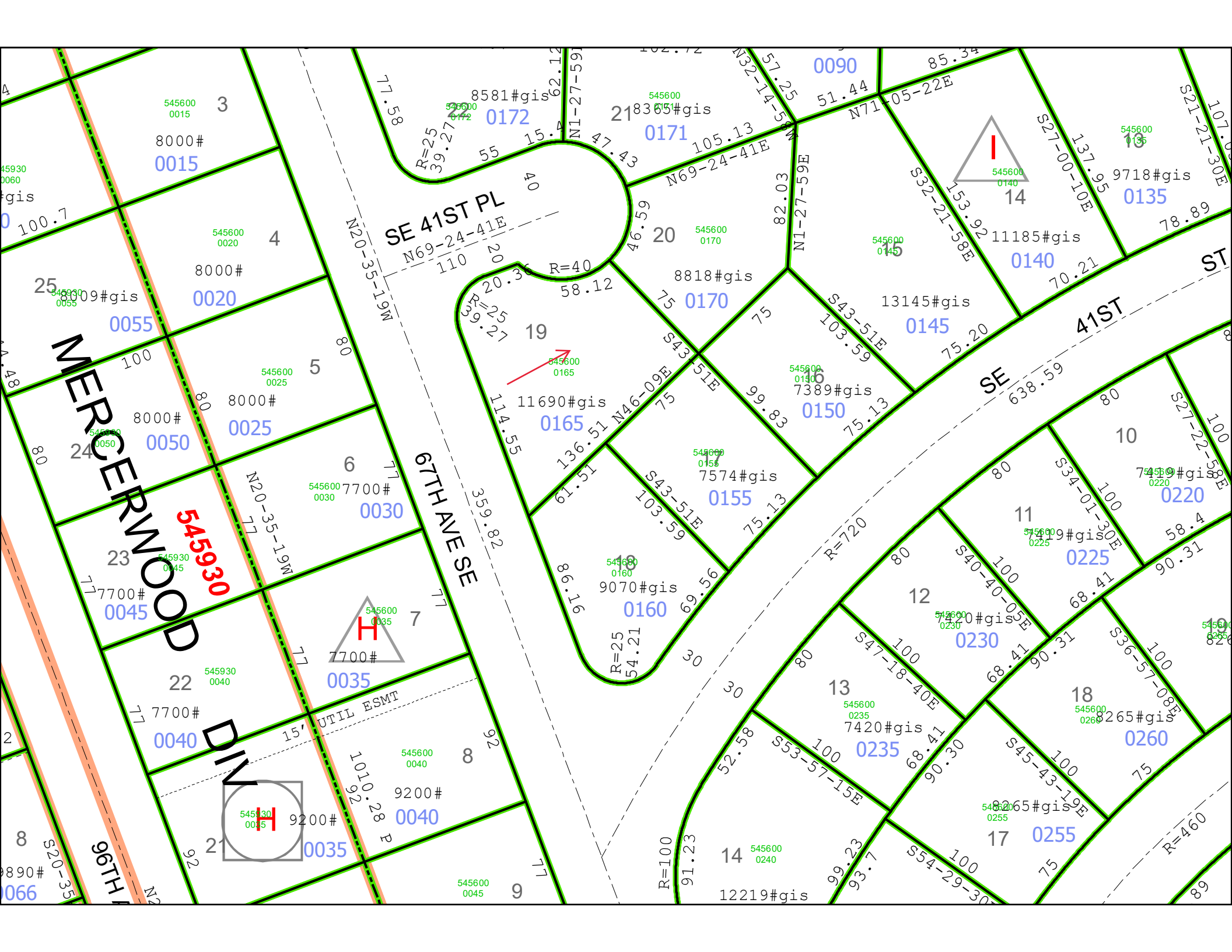
Situs Address: 4040 97th Ave SE, Mercer Island, WA 98040
Tax Parcel ID No. 5456000165

BUYER

SELLER

BUYER

SELLER



SE 41ST PL
N69-24-41E

67TH AVE SE

MERCERMOOD DRIVE

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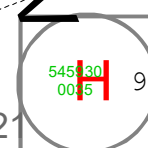
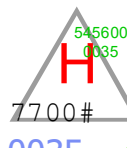
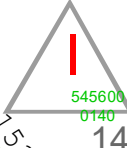
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Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.



International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

Record Date:1/21/2021 2:08 PM

Electronically Recorded King County, WA

Return To: JPMorgan Chase Bank,
N.A. Chase Records Center Attn:
Collateral

Trailing Documents, RE:MC 8000
700 Kansas Lane
Monroe, LA 71203

**Assessor's Parcel or Account
Number:** 5456000165

Abbreviated Legal Description: LOT
19 BLK 1, MERCER WOODS, VOL
52 PGS 32 AND 33

Full legal description located on page:
See Attached Exhibit A

Trustee: First American Title Insurance
Co.

Lender: JPMorgan Chase Bank, N.A.

Borrower: Bo Xia and Meng Miao
husband and wife

Deed of Trust

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

(A) "*Security Instrument*" means this document, which is dated December 15, 2020, together with all Riders to this document.

(B) "*Borrower*" is Bo Xia and Meng Miao husband and wife . Borrower is the trustor under this Security Instrument.

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM
INSTRUMENT

Wolters Kluwer Financial Services, Inc.

2020121420.3.0.3249-J20200928Y

Initials: BX MM 03/20
Page 1 of 18

1328580197
FORM 3048 1/01

MPX1328580197 0233 7003



(C) "Lender" is JPMorgan Chase Bank, N.A.. Lender is a National Banking Association organized and existing under the laws of the United States of America. Lender's address is 1111 Polaris Parkway, Columbus, OH 43240-2050. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is First American Title Insurance Co..

(E) "Note" means the promissory note signed by Borrower and dated December 15, 2020. The Note states that Borrower owes Lender Eight hundred ninety three thousand and 00/100 Dollars (U.S. \$893,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2051.

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

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

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

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

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

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

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

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

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



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

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

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

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

Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of King [Name of Recording Jurisdiction] See Legal Description See Attached Exhibit A

Parcel ID Number: 5456000165 which currently has the address of 4040 97th Ave Se [Street] Mercer Island [City], Washington 98040 [Zip Code] ("Property Address"):

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

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

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

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument



shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security



Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but



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

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

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

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

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

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



If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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



are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not



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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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



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

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

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

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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.



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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time



for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute



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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to



pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take



corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in



acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

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

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term



"attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

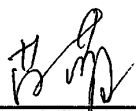
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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

Borrower



Bo Xia 12/15/2020
Date
Seal



Meng Miab* 12/15/2020
Date
Seal
**Non Applicant Title Holder.*



Acknowledgment

State of Washington

County of King

This record was acknowledged before me on 12/15/2020
by Bo Xia and Meng Miao

Linda Ranton
Notary Public in and for the state of WA
residing at Seattle WA
My appointment expires: 4-14-21
(Seal)

Bo Xia and Meng Miao

Loan Origination Organization: JPMorgan Chase Bank, N.A.

NMLS ID: 399798

Loan Originator: Jason T Mandl

NMLS ID: 1811200



Fixed/Adjustable Rate Rider

(30-day Average SOFR Index (As Published by the Federal Reserve Bank of New York)-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 15th day of December, 2020, and is incorporated into and will be deemed to amend and supplement the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "*Security Instrument*") of the same date given by the undersigned (the "*Borrower*") to secure Borrower's Fixed/Adjustable Rate Note (the "*Note*") to JPMorgan Chase Bank, N.A. (the "*Lender*") of the same date and covering the property described in the Security Instrument and located at:

4040 97th Ave Se, Mercer Island, WA 98040
[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN BORROWER'S
FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS
THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE
AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER
MUST PAY.**

Additional Covenants. In addition to the representations, warranties, covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Interest Rate and Monthly Payment Changes. The Note provides for monthly payments of principal and interest ("*Monthly Payment*") and an initial fixed interest rate of 2.750%. The Note also provides for a change in the initial fixed interest rate to an adjustable interest rate, as follows:

4. Interest Rate and Monthly Payment Changes.

(A) Change Dates. The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of January, 2028, and the adjustable interest rate I will pay may change on the first day of the month every 6th month thereafter. Each date on which my adjustable interest rate could change is called a "*Change Date*."

(B) The Index. Beginning with the first Change Date, my interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "*Administrator*"). The "*Index*" is a benchmark, known as the 30-day Average SOFR index. The Index is currently published by the Federal Reserve Bank of New York. The most recent Index value available as of the date 45 days before each Change Date is called the "*Current Index*," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.



(C) Calculation of Changes. Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three-quarters percentage points (2.750%) (the "*Margin*") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the Monthly Payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my Monthly Payment.

(D) Limits on Interest Rate Changes. The interest rate I am required to pay at the first Change Date will not be greater than 7.750% or less than 2.750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 7.750% or less than 2.750%.

(E) Effective Date of Changes. My new interest rate will become effective on each Change Date. I will pay the amount of my new Monthly Payment beginning on the first Monthly Payment date after the Change Date until the amount of my Monthly Payment changes again.

(F) Notice of Changes. The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my Monthly Payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin. The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "*Replacement Event*") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "*Replacement Index*") and may also select a new margin (the "*Replacement Margin*"), as follows:

1. If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.
2. If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a



reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and Monthly Payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

B. Transfer of the Property or a Beneficial Interest in Borrower.

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Section 18 of the Security Instrument will read as follows:

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

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

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

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Section 18 of the Security Instrument described in Section B1 above will then cease to be in effect, and the provisions of Section 18 of the Security Instrument will be amended to read as follows:

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




If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

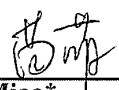
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/ Adjustable Rate Rider.

Borrower



Bo Xia 12/15/2020
Date
Seal



Meng Miao* 12/15/2020
Date
Seal
**Non Applicant Title Holder*



EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 545600016509

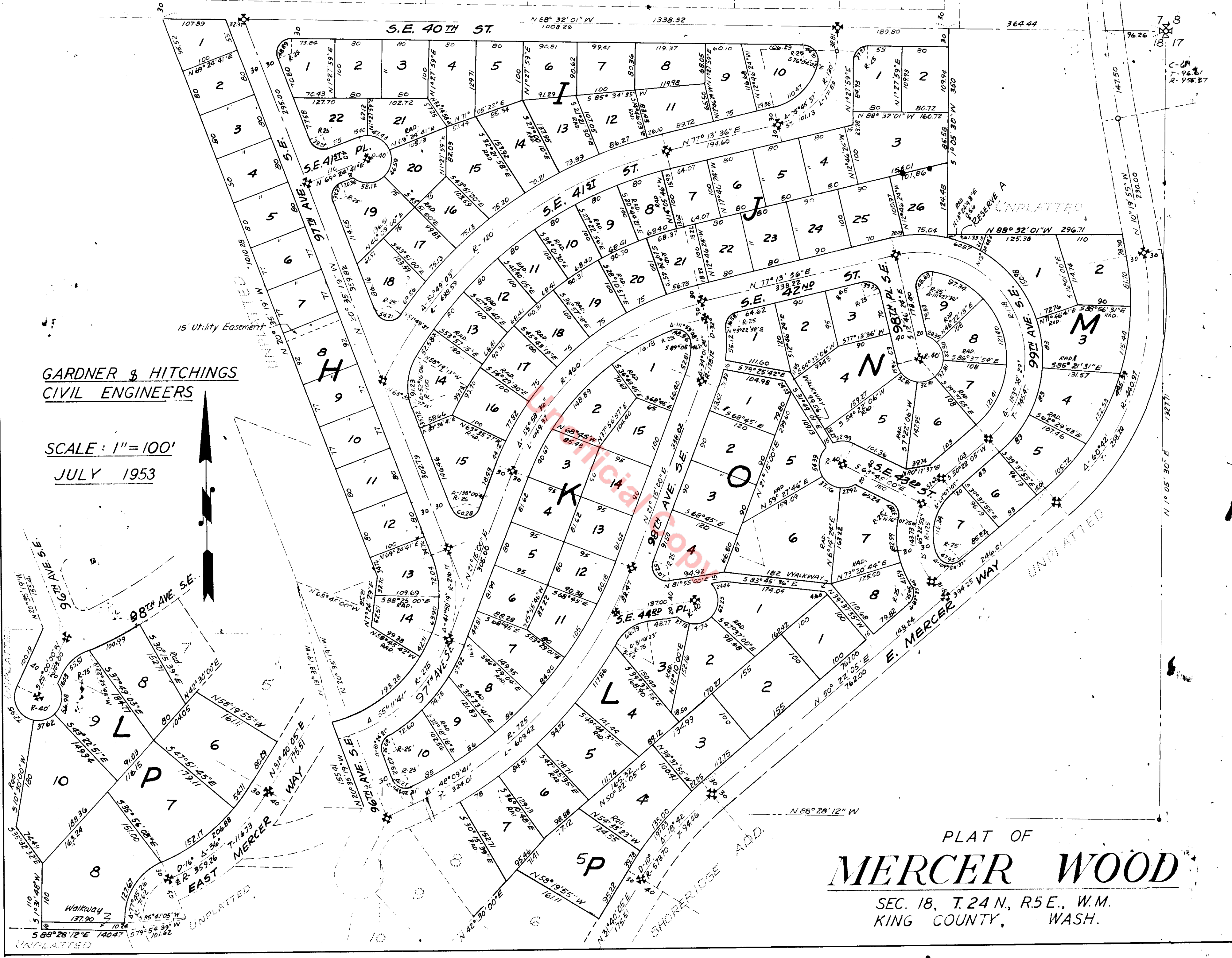
Land situated in the County of King in the State of WA

LOT 19, BLOCK I, MERCER WOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 52 OF PLATS, PAGE(S) 32 AND 33, IN KING COUNTY, WASHINGTON.

ABBREVIATED LEGAL: LOT 19 BLK 1, MERCER WOODS, VOL 52 PGS 32 AND 33

Commonly known as: 4040 97TH AVE SE, Mercer Island, WA 98040-4236

Fruitland Acres



GARDNER & HITCHINGS
CIVIL ENGINEERS

SCALE: 1" = 100'
JULY 1953

15' Utility Easement



PLAT OF MERCER WOOD

SEC. 18, T. 24 N., R. 5 E., W.M.
KING COUNTY, WASH.

MERCER WOOD

GARDNER & HITCHINGS
CIVIL ENGINEERS

SEC. 18. T. 24 N. R. 5 E. W. M.
KING COUNTY. WASH.

JULY 1953

DESCRIPTION

This plat of MERCER Wood embraces all that portion of the N 1/2 of the NE 1/4, and the North 497.88 ft of the 1/2 of the NE 1/4, all in Section 18, Township 24 North, Range 5 East, Willamette Meridian and described as follows: Commencing at the NE corner of said Section 18; thence N 88° 32' 01" W, along the northerly line of said Section 18, a distance of 364.44 ft to the True Point of Beginning; thence continuing N 88° 32' 01" W, along said northerly line of Section 18, 1338.32 ft; thence S 20° 35' 19" E 1010.28 ft; thence S 7° 24' 29" W 85.21 ft; thence S 58° 45' 42" E 99.38 ft to a point on a curve of radius 245.00 ft, the center of which bears N 58° 45' 12" W 245.00 ft from said point; thence Southwesterly along the curve to the right 193.28 ft; thence S 20° 35' 19" E 155.41 ft; thence S 25° 00' 00" W 100.19 ft to a point of curvature; thence along arc to the left of a curve of radius 40.00 ft, a distance of 72.95 ft; thence S 10° 30' 00" W 180.00 ft; thence S 35° 32' 32" E 74.49 ft thence S 1° 31' 48" W 110 ft; thence S 88° 28' 12" E 140.47 ft to the westerly boundary of East Mercer Way and a point on a curve, the center of which bears N 79° 54' 39" E 1016.2 ft; thence Northeasterly along curve to the right 137.91 ft to a point of reverse curvature, the radius of the second curve being 329.26 ft; thence Northerly along said second curve a distance of 206.88 ft to a point of tangency; thence N 31° 40' 05" E 175.51 ft to a point of curvature; thence along an arc to the right of a curve of radius 603.70 ft, a distance of 197.03 ft to a point of tangency; thence N 50° 22' 05" E 762.00 ft to the beginning of a curve to the left of radius 410.97 ft; thence along said curve to the left 435.39 ft to the end of said curve; thence N 10° 19' 55" W 28.30 ft; thence N 88° 32' 01" W 296.71 ft; thence N 1° 05' 30" E 350.00 ft to the True Point of Beginning.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned owners in fee simple of the land hereby platted, hereby declares this plat and dedicates to the public forever all walkways, streets and avenues shown thereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original reasonable grading of the walkways, streets and avenues shown hereon.

RUSSELL C. EMRICH

HELEN EMRICH, Wife

ALLAN BELL

RETTA BELL, Wife

CLAYTON P. WANGEMAN

HELEN R. WANGEMAN, Wife

JOHN WALTER ACKERSON HOME, A Washington Corporation

ROBERT R. McABEE

DWIGHT D. HARTMAN

ACKNOWLEDGMENTS

STATE OF WASHINGTON } 55
COUNTY OF KING

This is to certify that on this 27 day of July 1953, before me personally appeared Russell C. Emrich and Helen Emrich, his wife; and Allan Bell and Retta Bell, his wife; and Clayton P. Wangeman and Helen R. Wangeman, his wife; to me known to be the individuals who executed the within dedication and acknowledged to me that they signed the same as their voluntary act and deed for the uses and purposes therein mentioned.

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

LEROY F. MIDDLETON
NOTARY PUBLIC in and for the State of Washington
Residing at Edmonds

I hereby certify that all property taxes are paid. There are no delinquent special assessments and all special assessments on any of the property herein contained dedicated as streets, alleys or for other public use are paid in full this 12th day of November 1953.

BY Charles B. Smith
DEPUTY COUNTY TREASURER

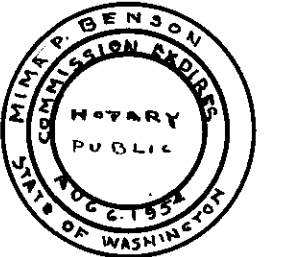
A. A. TREMPER
KING COUNTY TREASURER

STATE OF WASHINGTON } 55
COUNTY OF KING

This is to certify that on this 25 day of July 1953, before me, personally appeared Harold H. Hartman, President and Dwight D. Hartman, Secretary of the JOHN WALTER ACKERSON HOME, a Washington corporation, to me known to be the individuals who executed the within dedication and who acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the State of Washington
Residing at _____



RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold, or ownership changed or transferred, whereby the ownership of any portion of this plat shall be less than the area shown on the face of the plat.

All lots in this plat are restricted to R-1 Residence District Use, and governed by and subject to restrictions, Rules and regulations of the King County Zoning Resolution No 11373 and subsequent changes thereto by official County Resolution.

Septic tank approval in accordance with specifications of the King County Health Department is required for each individual lot.

APPROVALS

I hereby certify that the within plat of MERCER WOOD is duly approved by the KING COUNTY PLANNING COMMISSION this 24 day of November 1953.

Perry B. Johnson
CHAIRMAN
Walter J. Johnson
SECRETARY

Robert R. McAbee
EXECUTIVE OFFICER

Examined and approved this 30th day of November 1953.
Walter J. Johnson
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

Ralph R. Stender
CLERK

Examined and approved this 13th day of November 1953.
N. H. Evans
KING COUNTY ROAD ENGINEER.



ENGINEERS CERTIFICATE

I hereby certify that this plat is based upon an actual survey and subdivision of Section 18, Twp. 24 N., R. 5 E., W. M., based upon the Washington State Coordinate System, North Zone, that the distances and courses are shown hereon correctly, that monuments have been set, and lot and block corners correctly staked on the ground, and that I have fully complied with the provisions of the platting regulations.

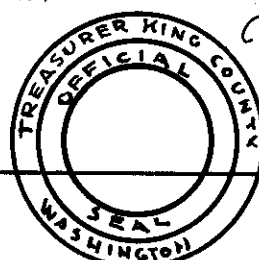
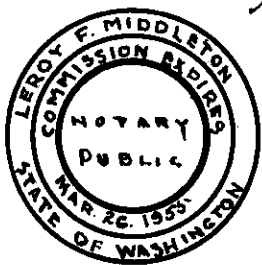
Horton D. Dennis
GARDNER & HITCHINGS, INC., ENGINEERS
HORTON D. DENNIS

FILING RECORD 44005C1

Filed for record at the request of the BOARD OF COUNTY COMMISSIONERS this 30 day of Nov. 1953, at 34 minutes past 1 O'clock P.M. P.S.T. and recorded in Vol. 52 of Plats, pages 32-33, Records of King County, Washington.

Robert A. Morris
COUNTY AUDITOR

Myron Williams
DEPUTY



4408431

WERCER WOOD PROTECTIVE COVENANTS

1. GENERAL PROVISIONS: R. C. Emrich and Helen L. Emrich, hereinafter referred to as "GRANTORS", acting for themselves and exercising the power to impose Protective Covenants on developers of Wercer Wood Addition, an addition to King County, Washington, appearing of record in Volume 52 of Plats at Pages 32 and 33, and Ackerson Park Addition, an addition to King County, Washington, appearing of record in Volume 51 of Plats at Page 33, records of said County, to maintain a good, restricted, residential character for the above named additions and to insure a homogeneous development of the land and for the benefit of each owner of a building site therein, do hereby provide and declare that all the lots and blocks in the above named additions, plus the lots lying immediately between them, all hereinafter called the "premises" shall be owned, held, used, occupied and developed subject to the protective covenants which they do hereby provide and impose as follows:

SECTION 1. THE LOTS IN EACH BLOCK IN THE PREMISES SHALL BE BUILT UP WITH ONE OR MORE DWELLING UNITS OF ANY TYPE OR KIND IN EACH BLOCK IN THE PREMISES, AND THE PORTION OF ANY LOT OR LOTS WHICH ARE NOT SO BUILT UP WITH ONE OR MORE DWELLING UNITS, AND WHICH ARE NOT SO BUILT UP WITH ONE OR MORE DWELLING UNITS, SHALL BE USED AS AN OPEN SPACE, AND SHALL BE KEPT OPEN AND UNIMPROVED, AND SHALL BE SUBJECT TO THE SAME RESTRICTIONS AS THE LOTS AND BLOCKS IN THE ABOVE NAMED ADDITIONS, PLUS THE LOTS LYING IMMEDIATELY BETWEEN THEM, ALL HEREINAFTER CALLED THE "PREMISES" SHALL BE OWNED, HELD, USED, OCCUPIED AND DEVELOPED SUBJECT TO THE PROTECTIVE COVENANTS WHICH THEY DO HEREBY PROVIDE AND IMPOSE AS FOLLOWS:

SECTION 2. NO BUILDING SHALL BE ERECTED, SITED OR CONSTRUCTED ON ANY LOT OR LOTS IN THE PREMISES UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS THEREFOR HAVE BEEN REVIEWED AND APPROVED BY THE CITY ENGINEER, HEREINAFTER REFERRED TO AS THE "CITY ENGINEER". THE CITY ENGINEER SHALL HAVE THE RIGHT TO INSPECT THE QUALITY OF MATERIALS, WORKMANSHIP AND EXTERIOR DESIGN WITH RESPECT TO ANY BUILDING OR STRUCTURE ON THE PREMISES WITH RESPECT TO THE CITY ENGINEER'S OFFICE. THE CITY ENGINEER SHALL BE ENTITLED TO THE RECORDS OF ANY BUILDING OR STRUCTURE ON THE PREMISES AND TO ANY RECORDS AND PAPERS RELATING TO THE SAME. THE CITY ENGINEER SHALL BE ENTITLED TO THE RECORDS OF ANY BUILDING OR STRUCTURE ON THE PREMISES AND TO ANY RECORDS AND PAPERS RELATING TO THE SAME.

SECTION 3. THE CITY ENGINEER SHALL BE PERMITTED TO ENTER UPON ANY LOT OR LOTS IN THE PREMISES AT ANY TIME FOR THE PURPOSE OF INSPECTING THE QUALITY OF MATERIALS, WORKMANSHIP AND EXTERIOR DESIGN WITH RESPECT TO ANY BUILDING OR STRUCTURE ON THE PREMISES WITH RESPECT TO THE CITY ENGINEER'S OFFICE. THE CITY ENGINEER SHALL BE ENTITLED TO THE RECORDS OF ANY BUILDING OR STRUCTURE ON THE PREMISES AND TO ANY RECORDS AND PAPERS RELATING TO THE SAME.

SECTION 4. THE CITY ENGINEER SHALL BE ENTITLED TO THE RECORDS OF ANY BUILDING OR STRUCTURE ON THE PREMISES AND TO ANY RECORDS AND PAPERS RELATING TO THE SAME. THE CITY ENGINEER SHALL BE ENTITLED TO THE RECORDS OF ANY BUILDING OR STRUCTURE ON THE PREMISES AND TO ANY RECORDS AND PAPERS RELATING TO THE SAME.

to required for a detached garage or other permitted accessory building located twenty-five (25) feet or more from the minimum building setback line. No dwelling shall be located on any interior residence tract nearer than twenty-five (25) feet to the rear boundary line, except that, this distance may be reduced to twenty (20) feet applicable only to lots 3 and 11 in Block I and lots 2 and 15 in Block K of Mercer Wood Addition. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however that this shall not be construed to permit any portion of a building on a residence tract to encroach upon another residence tract. Exceptions to the foregoing are provided as follows: with written approval of the A.C.C., a one story detached garage may be located nearer to a street than above provided where the natural slope of the tract along the established minimum building setback line runs less than eight feet above or four feet below the established roadway level along the abutting street and where, in the opinion of said committee, the location and architectural design of such proposed garage will not detract from the appearance and value of other properties. Furthermore, under further consent to be and approval, a driveway may be located nearer to a street than otherwise provided.

ARTICLE IV OF STRUCTURES. Each structure shall be completed as to appearance, including finished painting, within twelve months from the date of construction.

ARTICLE V: EASEMENTS are hereby reserved over and upon any residence tract or tract for any wires and guy poles for utility pole lines, electric lines, and gas, sewer and across a right of way five feet in width on each side of the former boundary line of any residence tract and for the use of any, for and across any portion of any tract or tract for the purpose of or exclusively used as a building site for or local utility lines and maintenance of water pipe lines and sewage disposal lines. The cost of any such utility lines upon any entry for installation, replacement or repair, including furnishing the utility, shall restore the surface of the tract to its original condition with reasonable exactness. The cost of any such utility lines for any wires and guy poles, that are not in compliance with the above, shall be paid by the owner of the tract.

ARTICLE VI: No sign or other active activity shall be carried on any residence tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE VII: STRUCTURES AND USE OF STRUCTURES FOR RECREATION PURPOSES: No structure, other than a structure specifically permitted, trailer, tent or portable structure shall be placed, used or permitted to remain on a residence tract, other than a dwelling, for the purpose of which the structure is used, shall be used in any residence tract at any time as a residence or for any other purpose.

ARTICLE VIII: No sign of any kind shall be displayed on the building or on any residence tract except one professional sign of not more than one square foot, one sign of not more than one square foot advertising the property.

for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. MERCER WOOD COUNTRY CLUB: Each owner of a residence tract shall be entitled to make application for membership in Mercer Wood Country Club. Such application shall, however, be subject to approval of the membership committee and Board of Trustees and to the rules and regulations of the club.

12. OIL AND MINING OPERATIONS: No oil drilling, oil development operation or refining, quarrying or other mining operations of any kind shall be permitted upon or in any residence tract nor shall wells, tanks, tunnels, shafts, excavations or shafts be permitted upon or in any residence tract. No building or other structure designed for use in boring for oil, gas or other minerals shall be permitted upon any residence tract. In no event shall the above paragraphs be interpreted to deny the A.P.C. power to permit the construction of a reservoir facility for the use and benefit of the tract. No other drilling or mining shall be permitted.

13. SIGNAGE: No signs, billboards, posters, handbills, notices, notices of sale or rent on any residence tract, except in accordance with the provisions hereof, shall be kept, provided that they are not kept, displayed or used in any way which would tend to become a nuisance.

14. UTILITIES: No utility lines, pipes, conduits, cables, wires, or other apparatus shall be installed on any residence tract, except in accordance with the provisions hereof, and no material shall be stored on any residence tract.

15. UTILITIES: No utility lines, pipes, conduits, cables, wires, or other apparatus shall be installed on any residence tract, except in accordance with the provisions hereof, and no material shall be stored on any residence tract.

16. UTILITIES: No fence, rail, hedge or other structure shall be erected between any two residence tracts, except in accordance with the provisions hereof, and no material shall be stored on any residence tract. No utility lines, pipes, conduits, cables, wires, or other apparatus shall be installed on any residence tract, except in accordance with the provisions hereof, and no material shall be stored on any residence tract.

17. UTILITIES: No utility lines, pipes, conduits, cables, wires, or other apparatus shall be installed on any residence tract, except in accordance with the provisions hereof, and no material shall be stored on any residence tract.

the A.C.C. shall be composed of R. C. Eulich, as Chairman, and two additional members to be appointed by him by an instrument in writing, filed for record in the office of the Auditor of King County, Washington, it being specifically understood that R. C. Eulich shall have the right at any time and from time to time to revoke the appointment of any such member and to appoint a succeeding member by such record. During said period, in the event of the death or refusal or incapacity to act of the said R. C. Eulich, a successor to him, as Chairman of the Committee, may be appointed by Harold H. Hartman and Dwight D. Hartman, or by one of them, by like record, and each succeeding Chairman shall have each and every of the powers and authorities of the said R. C. Eulich. At any time after the expiration of said period, the then record owners of a majority of the residence tracts shall have the power, by such record, and from time to time thereafter, to change the membership of the Committee, one of whom shall be designated chairman. No member of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

PROVISIONS: All applications to the committee for approval shall be made in writing, and be served upon the chairman and shall be supplemented by a supporting letter to the chairman which shall require. Action by a majority of the committee shall be controlling. The committee's approval or disapproval is subject to these provisions: That in the event the committee shall approve or disapprove with conditions, such conditions shall be in writing and shall be a part of the record. In the event the committee shall approve or disapprove with conditions, the conditions shall be in writing and shall be a part of the record. In the event the committee shall approve or disapprove with conditions, the conditions shall be in writing and shall be a part of the record.

RECORDING: This instrument shall be recorded in the office of the Auditor of King County, Washington, and the recording thereof shall be a condition precedent to the validity of this instrument. This instrument shall be a part of the record of the Auditor of King County, Washington, and the recording thereof shall be a condition precedent to the validity of this instrument.

ENTIRETY: This instrument shall be a full and complete expression of the intent and agreement of the parties hereto, and no oral agreement or understanding shall be binding upon the parties hereto.

WARRANTY: The undersigned warrant that they are the legal owners of the premises hereinafter described, and that they have the right to make the covenants hereinafter provided for.

WITNESSES: The undersigned hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears on file in the office of the Auditor of King County, Washington.

IN WITNESS WHEREOF, this instrument is executed on this 31
day of December, 1953.

R.C. Emrich
Fee or Contract holder of over 80% of the
premises.

Helen L. Emrich
Helen L. Emrich, his wife.

Clayton P. Wangeman
Fee holder of a portion of the premises.

Helen R. Wangeman
Helen R. Wangeman, his wife.

Allan Bell
Fee holder of a portion of the premises.

Retta Bell
Retta Bell, his wife.

STATE OF WASHINGTON)
COUNTY OF KING) SS

On this 31 day of December, 1953, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared R.C. Emrich and Helen L. Emrich, husband and wife, Clayton P. Wangeman and Helen R. Wangeman, husband and wife, and Allan Bell and Retta Bell, husband and wife, to me known to be the individuals described herein and who executed the foregoing MERCER SUBDIVISION PROTECTIVE COVENANTS instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Robert A. Morris
Notary Public in and for the State
of Washington, residing at Seattle.

Filed for Record Dec 31 1953 J.S.M.
Request of R.C. Emrich
ROBERT A. MORRIS, County Auditor

KING

NOTICE OF REVOCATION OF APPOINTMENT
AND
REAPPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE

NOTICE is hereby given that on March 24th 1954 R.C. Earich by instrument recorded March 25 1954 under auditors file No. 4429624, records of King County, Washington, appointed Samuel G. Morrison and Robert G. Keever to be members of the Architectural Control Committee, same appointment being by authority of Mercerwood Protective Covenants dated December 31 1953, filed under Auditor's file No. 4408431 records of said County, Vol 3319 of Deeds, pages 295/9.
Now therefore, by like authority, the said R.C. Earich revokes the appointment of Robert G. Keever, and in his stead appoints Ira E. Cummings, 1416 Olive Way, Seattle, Washington, as a member of the said Architectural Control Committee. Said revocation and re-appointment to take effect this date, dated this 23rd day of May, 1957

R.C. Earich

State of Washington)
 (SS
County of King)

Before me the undersigned, a Notary Public in and for the State of Washington, personally appeared R.C. Earich to me known to be the individual described in and who executed the foregoing instrument and stated that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of May, A.D., 1957.

R. J. Wharton

NOTARY PUBLIC
STATE OF WASHINGTON

1921 WY 53 BH 2 15

RECORDED
INDEXED

May 23 1957
K. BERRY A. MORRIS, County Auditor

11666LT #

295/9.
Now therefore, by like authority, the said R. C. Emrich revokes the appointment of Robert G. Keever, and in his stead appoints Ira E. Cummings, 1416 Olive Way, Seattle, Washington, as a member of the said Architectural Control Committee. Said revocation and re-appointment to take effect this date, dated this 23rd day of May, 1957

R. C. Emrich

State of Washington)
 (SS
County of King)

Before me the undersigned, a Notary Public in and for the State of Washington, personally appeared R. C. Emrich to me known to be the individual described in and who executed the foregoing instrument and stated that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of May. A. D., 1957.

A. J. Whitney

KING COUNTY NOTARY PUBLIC

5/23/1957

1021 W. 53rd Bldg 2 15

BY _____ DEPOSIT OF
NOT _____
RECORDED

May 23 1957
R. C. Emrich
ROBERT A. MORRIS, County Auditor

\$

508

FILED FOR RECORD OF
NOTARY PUBLIC

12911

WHEREAS, by instrument filed in the office of the Auditor of King County, Washington, on December 31, 1953 and recorded in Volume 3319 of Deeds, at pages 295 to 299, which said instrument is by reference made a part hereof, an Architectural Control Committee was established; and

WHEREAS, the undersigned are advised, and hence believe, that 90% of the residence tracts as mentioned in said instrument have not been originally sold and that R. C. Emrich, named in said instrument as a member and Chairman of Architectural Control Committee, is deceased; and

WHEREAS, the undersigned are by said instrument authorized to appoint a successor to the said R. C. Emrich,

NOW, THEREFORE, the undersigned do hereby appoint LYNN EMRICH as a member and Chairman of the said Architectural Control Committee.

DATED this 20th day of February, 1959.

Dwight D. Hartman
Dwight D. Hartman
Harold H. Hartman
Harold H. Hartman

STATE OF WASHINGTON,)
)ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 20th day of February, 1959, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DWIGHT D. HARTMAN and HAROLD H. HARTMAN, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

John X. Miller
Notary Public in and for the State of Washington, residing at Seattle.



Filed for Record *2/20/59 2pm*
Request of *Lynn Emrich*
ROBERT A. MORRIS, County Auditor

5563230

REAPPOINTMENT OF ARCHITECTURAL CONTROL COMMITTEE

WHEREAS, on March 24, 1954, R. C. Erich, by instrument recorded March 25, 1954, under Auditors File No. 440004, appointed Samuel G. Morrison as a member of the Mercerwood Architectural Control Committee, same appointment being by authority of Mercerwood Protective Covenants, dated December 31, 1953, filed under Auditors File No. 4400431, Records of King County, Volume 3319 of Deeds, Pages 295/9, and

WHEREAS, by instrument recorded March 3, 1959, under Auditors File No. 5003621 in Volume 3334, Page 76, Linn Erich was appointed as the Architectural Control Committee chairman and successor to R. C. Erich, deceased,

NOW THEREFORE, by authority of the said Mercerwood Covenants, Linn Erich revokes the appointment of Samuel G. Morrison, and in his stead appoints Donald E. Goe as a member of the Mercerwood Architectural Control Committee.

Dated this 19 day of March, 1963.

Linn Erich
Linn Erich

STATE OF WASHINGTON)
County of King) ss.

On this day personally appeared before me Linn Erich, to me known to be the individual described in and who executed the within and forgoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19 day of March, 1963.

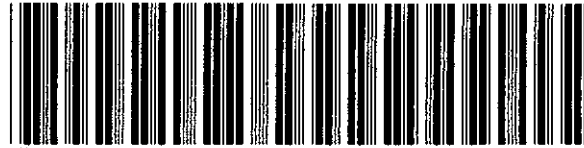
Richard Kelleher
Notary Public in and for the
State of Washington,
residing at



Filed for Record Mar 29 1963 4:15 PM
County of King
BONNY A. MORSE, County Auditor

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Jan Hauge
Mercer Wood and Ackerson Park
Architectural Control Committee
4143 94th Ave SE
Mercer Island 98040



20060307001259

MULLAVEY MISC 34.00
PAGE 001 OF 003
03/07/2006 13:33
KING COUNTY, WA

**MERCER WOOD AND ACKERSON PARK
ARCHITECTURAL CONTROL COMMITTEE**

GRANTOR: Mercer Wood and Ackerson Park Architectural Control Committee
GRANTEE: Mercer Wood and Ackerson Park Architectural Control Committee
LEGAL DESCRIPTION (Abbreviated): Volume 52 of Plats at Pages 32 and 33, and Volume 51
of Plats at Page 53, records of said County

ASSESSOR'S TAX PARCEL ID #:
545600 et sequence (first six digits)
003100 et sequence (first six digits)
003120 et sequence (first six digits)

REFERENCE NOS OF DOCUMENTS: 4408431

WHEREAS the Protective Covenants of Mercer Wood Addition and Ackerson Park Addition (the "Protective Covenants") are recorded on December 31, 1953 under King County Recorder Number 4408431, Volume 3319 of Deeds, pages 295/9 of King County Washington, and impose Protective Covenants on Mercer Wood Addition, an addition to King County Washington, appearing of record in Volume 52 of Plats at Pages 32 and 33, and Ackerson Park Addition, an addition to King County Washington, appearing of record in Volume 51 of Plats at Page 53, records of said County, and Ackerson Park No 2, Vol 56, pg 19 of King County.

WHEREAS, Article 17 of the Protective Covenants provides for the recording of the transfer of membership of the Architectural Control Committee for the above described real property (referred to hereafter as the Mercer Wood and Ackerson Park Architectural Control Committee) and the Chairman of the Mercer Wood and Ackerson Park Architectural Control Committee hereby desires to reflect the transfer of Membership of the Committee.

WHEREAS, Donald E. Goe was appointed by R.C. Emrich and is the last remaining member of the Mercer Wood and Ackerson Park Architectural Control Committee.

NOW THEREFORE

1. Existing Mercer Wood and Ackerson Park Architectural Control Committee. The undersigned, Donald E. Goe, is the Chairman and last remaining Member of the Mercer Wood and Ackerson Park Architectural Control Committee. Donald E Goe and Ira Cummings were appointed by Linn Emrich, Chairman, who was designated Chairman by his father, R.C. Emrich.

2. Appointment of Successor. Pursuant to Article 17 of Covenants, Donald E. Goe, Chairman of the Mercer Wood and Ackerson Park Architectural Control Committee hereby appoints the following members to the Mercer Wood and Ackerson Park Architectural Control Committee as established under the Protective Covenants:


Jan Hauge, Chairman
4143 94th Ave SE
Mercer Island, WA 98040

Eugene M. Mushkin AIA
4262 E. Mercer Way
Mercer Island, WA 98040

Trudi Wright
4204 94th Ave SE
Mercer Island, WA 98040

This document was executed under the Penalties of Perjury

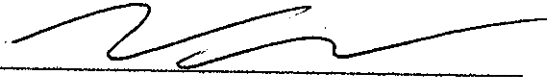
EXECUTED on this 27TH day of February, 2006.


Donald E. Goe

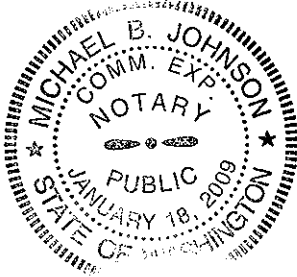
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Donald E. Goe, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of February, 2006 .



NOTARY PUBLIC in and for the State
of Washington. Residing at: Seattle WA
Printed name Michael Johnson
My Commission Expires: 1/18/09



RECORDED

Recorded:
King County Auditor file # 21117

**DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, LIMITATIONS, CONDITIONS
AND AGREEMENTS WITH RESPECT TO PLAT
OF DIVISION #1 OF FAIRWAY VIEW**

MEDINA LAND CO., a Washington corporation, being the owner of the following described real estate situate in the City of Medina, King County, State of Washington:

All of the land embraced within the Plat of Division #1 of Fairway View, according to the plat thereof recorded in Volume 65 of Plats, page 43644, records of King County, hereinafter referred to as the "subdivision",

In consideration of the acceptance hereof by the several purchasers and grantees of deeds to lots in said subdivision, their heirs, devisees, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees, hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said lots, that said lots shall be and hereby are bound by the covenants set forth herein and that the lots included in said subdivision shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements hereinafter set forth.

1. Occupancy and Use. No lot or any part thereof in the subdivision shall be used or occupied by anyone other than the owner, purchaser or lessee thereof and his immediate family and bona fide domestic servants of such owner, purchaser or lessee domiciled upon the premises where they are employed, nor shall any such lot be used or occupied for any purpose other than as a single family residence. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever upon any such lot or any part thereof or in any building or other structure erected thereon shall constitute a breach of this restriction.

2. Residential Sites. No portion of any lot in the subdivision shall

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be owned, used or occupied except as a part of a single residential site. A residential site shall consist of (a) one or more full lots; (b) one or more full lots and portions of a contiguous lot or lots; or (c) contiguous parts of lots which shall form one plot of land suitable for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component lots and shall have front and rear dimensions neither of which are less than those of the smallest component lot shown on the plat of the subdivision as of the date of this declaration. A component lot shall be deemed to be a lot any portion of which is included in such residential site.

3. Building Plans. For the purpose of further insuring the development of the lands in the subdivision as a residential area of high standard, Medina Land Co. reserves the right to control the buildings and structures placed on each residential site. The owner or occupant of each such site by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, swimming pool, or other structure shall be placed upon said premises unless and until the plans and specifications therefor and the plot plan have been approved in writing by Medina Land Co. or its nominee. Each such building, wall, fence, swimming pool or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications may be based upon any ground, including purely esthetic grounds, which in the sole and uncontrolled discretion of Medina Land Co. or its nominee, shall seem sufficient. No alteration of the exterior appearance (including, without limitation, the color) of any buildings or structures shall be made without approval. All buildings and other structures must be designed by an architect who is either registered to practice in the State of Washington or is approved in writing by Medina Land Co. or its nominee. Medina Land Co. hereby reserves the right to designate such individual or individuals or other nominee as it may in its sole and uncontrolled discre-

5/12/88

tion elect to act for it, or its nominee in the approval or rejection of said plans and for the enforcement of this restriction, and upon such designation such nominee shall have all power and authority reserved to Medina Land Co. for the administration and carrying out of this reservation and restriction. Such authority shall continue and remain vested in such nominee until such time as Medina Land Co. shall cancel the same in writing by an instrument equal in dignity to this Declaration. In the event that for any reason the powers granted hereunder to such nominee are terminated by court order or otherwise, then the same shall automatically revert in Medina Land Co.

Should Medina Land Co. or its nominee fail to approve or disapprove the plans and specifications submitted by the owner of a residential site within the subdivision within thirty (30) days after written request therefor, then such approval shall not be required; provided, however, that irrespective of such approval or lack of it, no building, wall, fence, swimming pool, or other structure shall be erected or be allowed to remain on any residential site which violates any of the covenants and restrictions contained in this Declaration.

4. Single Family Residences Exclusively. No building shall be allowed or erected on any residential site in the subdivision except one single family dwelling house, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only, provided that one other detached auxiliary building may be erected on each residential site occupied by a single family dwelling house. All garages, carports, storage areas, tool cabins, garden houses, etc., (other than one other auxiliary building) must be attached to said dwelling house and be constructed so as to constitute one building only. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building. Said dwelling house shall have a fully enclosed living area, including attached garage or carport, which either (a) occupies not less than 1,800 square feet

of ground coverage, or (b) has a floor area of not less than 2,600 square feet, provided however, that in computing such minimum area only one-half of the area of any such garage or carport shall be included. No such auxiliary building shall have a ground coverage in excess of 600 square feet. No such dwelling house shall exceed two stories nor be more than 30 feet in height, nor shall any such auxiliary building or other authorized structure be more than 14 feet in height. Height of buildings shall be measured from the highest point of the roof, and other structures from their highest point, based on a perpendicular measurement from the lowest point at which the natural contour of the ground comes in contact with such building or structure.

All construction of properly authorized improvements on any residential site which shall have been commenced shall be diligently prosecuted to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the Medina area with respect to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of construction to completion as to external appearance including finished painting.

No structure or vehicle other than a completed permanent dwelling house as contemplated by these restrictions and limitations shall be used on any lot at any time as a residence either permanently or temporarily, except that a completed permanent auxiliary building containing living quarters may be used as auxiliary living quarters. No auxiliary building shall be deemed completed as long as the dwelling house is incomplete.

5. Setback Line. Setbacks, side lines, lot coverage and construction of walls and fences shall be in accordance with the applicable provisions of the ordinances of the City of Medina.

Except as limited and restricted by the provisions of this paragraph and subject to the provisions of paragraph 3 above, terraces, plantings, swimming pools and similar low, unroofed and unscreened construction may be erected outside the set back lines, provided that no swimming pool shall be constructed within 10 feet of the side boundary of such residential

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site and, provided further, that no such construction or plantings shall interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties. Whether or not construction or plantings of this type will interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties shall be determined by Medina Land Co. or its nominee, in their sole and uncontrolled discretion.

Trees, shrubs, and other plantings, not constituting a hedge or other solid screen, shall be exempt from the height restrictions imposed by this paragraph 5 if the location thereof is approved in the manner provided in paragraph 3 above to the extent expressly provided by such approval. For the purpose of this provision paragraph 3 shall be deemed to extend to such plantings and Medina Land Co., or its nominee, may impose such conditions upon the granting of such approval as they in their uncontrolled discretion shall deem proper.

6. Television Aerials, etc. No television or radio aerial shall be erected or placed on any residential site which is more than 6 feet in height above the highest point (exclusive of chimneys) on the building or structure upon which it is erected. No rotary beams or other similar devices shall be constructed on any residential site.

7. Surface Grade. The surface grade or elevation of the various lots and other residential sites in the subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such lot or other residential site with other lots or residential sites adjoining or which would result in materially obstructing the view from any other lot or residential site in the subdivision or which would otherwise produce an effect out of harmony with the general development of the immediate area in which such lot or other residential site is located. Whether or not any such alteration or change in the elevation or grade of any lot or other residential site would produce the effect above prohibited shall be determined by Medina Land Co., in its sole and uncontrolled discretion. Medina Land Co., hereby reserves the right to designate such individual or individuals or other nominee as it may in its sole and uncontrolled discretion elect to act for it, in the making of such determination in the same manner and to the same extent as provided with respect to the designation

of said nominee under paragraph 3 above.

8. Maintenance of Parkways. The owners of lots or other residential sites in said subdivision shall be responsible for the maintenance of the parkways or space, if any, located between their lot lines and the surfaced portions of the streets upon which said lots or sites face. All such owners shall likewise maintain their hedges, plants, shrubs, trees and lawns in a neat and trim condition at all times.

9. Garbage Disposal and Clotheslines. The owners of the residential sites in said subdivision will provide sanitary disposal for all garbage and rubbish. Such disposal shall be handled so that no garbage can or other receptacle will be visible from any place outside the premises. No owner or occupant of any residential site shall place or permit clotheslines thereon which are visible from any place outside the premises.

10. Underground Wiring. No lines or wires for the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any residential site outside the buildings thereon unless the same shall be underground or in conduit attached to a building.

11. Nuisances. Nothing shall be done or maintained on any lot or other residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any lot or other residential site other than animals or birds of the type and species generally recognized as common household pets in the Greater Seattle area, such as dogs, cats, canaries and parakeets, and which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot or residential site.

No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to grow, accumulate or remain on any lot so as to be a detriment to the subdivision or become a fire hazard. In the event any such condition shall exist upon any lot, Medina Land Co., or its nominee, may enter upon said lot and remove the same at the expense of the owner, who, on demand, shall reimburse Medina Land Co., or its nominee, for the cost thereof, and such entry and removal shall not be deemed a trespass.

The parkways in front of lots shall not be used for the parking of

private or commercial vehicles, No boat, boat trailer, house trailer, automobile, truck or other vehicle, or any part thereof, not in actual current use shall be stored or permitted to remain on any lot or residential site unless stored in a garage or other fully enclosed space.

12. Signs. No signs of any kind shall be placed on any lot or residential site in the subdivision where the same is visible from without such premises except in accordance with such rules and regulations as may from time to time be adopted with reference thereto by Medina Land Co., or its nominee. In the absence of such rules and regulations no signs whatsoever other than conventional house numbers indicating the address of the premises shall be placed on any lot or site.

13. Assessments for Street Lighting until Assumed by City. Medina Land Co. reserves the right to impose reasonable assessments upon each residential site in the subdivision to provide necessary funds to pay the cost of electricity required and used for street lighting in the subdivision and the reasonable maintenance of such street lighting facilities until such time as the operation of such street lighting facilities is taken over or otherwise assumed by the City of Medina or other municipal authority. The proceeds of such assessments shall be used only for the purposes herein provided and the proper costs of assessment and collection thereof, and no part thereof shall be used for new construction nor initial installation of such facilities or for any other purpose. The assessments herein provided for shall be pro-rated, assessed and collected against the various residential sites in the subdivision according to the area of such sites in relation to the entire area of the sites assessed, that is, on a square footage basis, and without reference to the value of the respective sites. Each such assessment shall be a lien upon the lot or plot upon which the same is assessed superior to all other liens created or suffered by the grantee of such lot or plot, his heirs, devisees, personal representatives or assigns, except as may otherwise be provided as hereinafter stated, and the owner of such lot or plot at the time the assessment is made shall be personally liable for the payment thereof. The proceeds of such assessments shall be used only for the purposes herein provided.

14. Access to 76th Avenue N. E. No lot abutting on 76th Avenue

Northeast shall have direct vehicular access thereto. There is hereby reserved in favor of the owners of lots 7 to 12 inclusive in Block 1, an easement for access over and along the westerly 40 feet of Lots 7 to 11 inclusive. This easement shall afford a single point of access to 76th Avenue Northeast for the benefit of the owners of all of said lots, and no other access to 76th Avenue Northeast shall be permitted.

15. Waiver of Restrictions and Limitations. Medina Land Co. hereby reserves the right to enter into agreement with the grantee of any lot or lots (without the consent of the grantee of other lots or adjoining or adjacent property) to deviate from the conditions, restrictions, limitations and agreements contained in this Declaration in certain particulars in a specific case, and any such deviation, which shall be manifested in an agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in the subdivision and the same shall remain fully enforceable as to all other lots located in the subdivision.

16. Ownership. All grantees of lots in the subdivision agree for themselves, their heirs, devisees, personal representatives and assigns that in the event proceedings are instituted to foreclose any mortgage on any such lot, Medina Land Co. shall have the right to redeem from such mortgage for the amount due thereon or to purchase said property at the foreclosure sale, and in such case, in the absence of redemption by the mortgagor within the time provided by law, Medina Land Co. shall take and have title to such property free from any claim or right of the mortgagor and every person or concern claiming by, through or under the mortgagor. Nothing contained herein shall preclude a mortgage institution, bank, savings and loan association, insurance company or other recognized lending institution from owning and holding a mortgage on any lot or property in the subdivision, and any such mortgage holder shall have an unrestricted absolute right to take title to the property in settlement and satisfaction of said mortgage, or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Washington and to bid upon said property at the foreclosure sale, provided that each such mortgage holder shall give Medina Land Co. written notice by certified or registered mail of any default under said mortgage at least

thirty (30) days prior to the taking of title in the case of voluntary settlement or at least thirty (30) days prior to the institution of foreclosure proceedings. Such notice shall specify whether the mortgagee intends to take title as the result of a voluntary settlement or to institute foreclosure proceedings.

Any deed or conveyance, directly or indirectly, or any will, judicial proceedings, or transfer by operation of law, in violation of this covenant, restriction or limitation shall be void and of no effect.

17. Duration of Restrictions. The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all lots in the subdivision conveyed by Medina Land Co., its successors or assigns to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of such grantee for himself, his heirs, devisees, personal representatives and assigns to all such covenants, restrictions, limitations, conditions and agreements. Said covenants, restrictions, limitations, conditions and agreements shall remain in full force and effect until January 1st, 1980, at which time they shall automatically extend for successive periods of 10 years each unless by written agreement of the then owners of a majority of the lots in the subdivision it is agreed to terminate or change them in whole or in part. Any such termination or change so agreed to shall become effect upon the recording of such agreement, duly signed and acknowledged by the necessary parties as above provided, in the office of the Auditor of King County, Washington.

18. Remedies for Violation. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions or agreements by any person or concern claiming by, through or under Medina Land Co., or by virtue of any judicial proceedings, Medina Land Co., the owner of any lot or residential site in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In addition to the foregoing right, Medina Land

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Co., or its nominee, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, who, on demand, shall reimburse Medina Land Co., or its nominee, for the cost thereof, and such entry and abatement or removal shall not be deemed a trespass.

19. Non-Waiver. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long continued, shall not be deemed a waiver of the right to do so hereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the endorsement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation hereof.

20. Invalidation. The invalidation by any court of any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no wise affect any of the other provisions hereof and the same shall remain in full force and effect.

21. Successors and Assigns of Medina Land Co. Medina Land Co. may assign any and all of its rights, powers, obligations, privileges and interests under this instrument to any other person or concern, and in any such case any such successor or assign of Medina Land Company may exercise and enjoy such rights, powers, privileges and interests and shall be responsible for such obligations to the same extent as Medina Land Co. would have been had such assignment not been made.

IN WITNESS WHEREOF Medina Land Co. has caused this Declaration to be executed by its duly authorized President and Secretary and its corporate seal affixed hereto this 12th day of October 1960.

MEDINA LAND CO.

By

[Signature]
President.

[Signature]
Secretary.

STATE OF WASHINGTON)

COUNTY OF KING) ss

On this 1st day of October 1960, before me personally appeared A. H. Link and McPherson Holt, Jr., to me known to be the President and Secretary, respectively, of MEDINA LAND CO., the corporation that executed the within and foregoing Instrument, and acknowledged said Instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said Instrument and that the seal affixed is the corporate seal of said corporation.

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



Martin M. Laxson
 Notary Public in and for the State
 of Washington, residing in Seattle.

Recorded 10 18 60 4:17 PM
 Martin M. Laxson, Jr.
 Notary Public, County Auditor

THIS INDENTURE made this 10th day of Nov, 1928, between Medina Land Company and hereinafter called "Grantor," and PUGET SOUND POWER & LIGHT COMPANY, a Massachusetts corporation, hereinafter called "Grantee," and _____ hereinafter called Mortgagee.

and hereinafter called "Grantor," and PUGET SOUND POWER & LIGHT COMPANY, a Massachusetts corporation, hereinafter called "Grantee," and _____ hereinafter called Mortgagee.

WITNESSETH:

That in consideration of One Dollar (\$1) and other valuable considerations, receipt of which is hereby acknowledged, the grantor hereby grants and conveys to the grantee, its successors and assigns, the right to construct, reconstruct, improve, repair, maintain and operate ^{underground pole supports} ~~an~~ electric transmission and distribution line consisting of ~~poles, towers, poles, necessary bases, guys and anchors, cross-arms, insulators, transmission~~ ^{poles, towers, poles, necessary bases, guys and anchors, cross-arms, insulators, transmission} distribution and signal wires, transformers and other necessary or convenient facilities and equipment over and across the following described land located in _____ County, State of Washington:

East 10 feet of the south 10 feet of Lots 4, 6, 8, 10 and 12; east 10 feet of the south 10 feet of the north 60 feet of Lot 13; all in Block 1, Plat of Fairway View, as recorded in Plats, Volume 65, Page 43 and 44, Records of King County.

Notary Public in and for the State of Washington.

STATE OF WASHINGTON

COUNTY OF

55

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

Witness my hand and official seal this _____ day of _____, 19____

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

STATE OF WASHINGTON

COUNTY OF

November _____, 19____ before me the undersigned authority, _____

_____ of the County of _____ State of Washington, _____

_____ of the County of _____ State of Washington, _____

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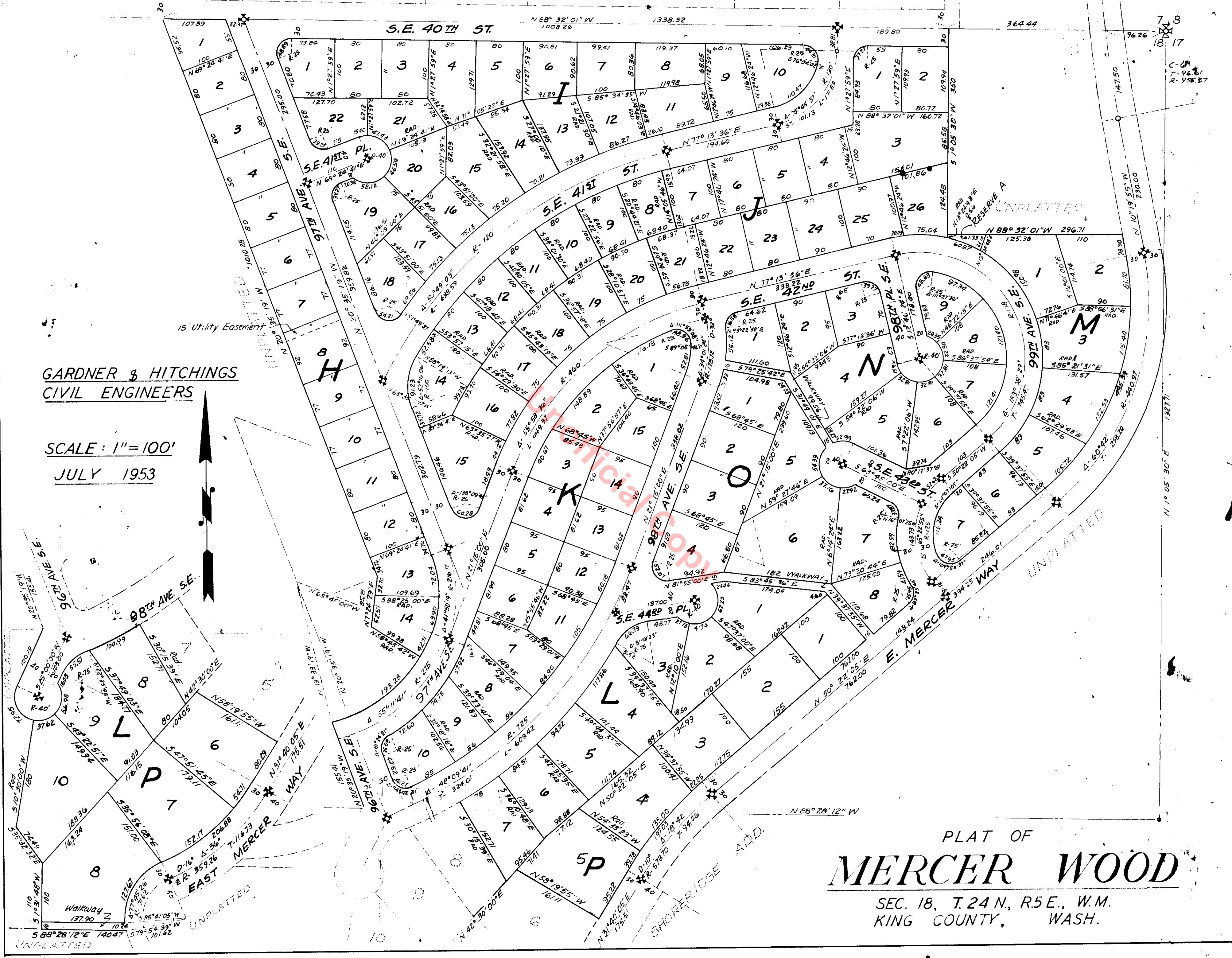
_____ of the County of _____ State of Washington, _____

N. E. TODD HUNTER

(RT-040) (M-1) P. F. MOORE GUYTON 1951c

EASEMENT

Fruitland Acres



GARDNER & HITCHINGS
CIVIL ENGINEERS

SCALE: 1" = 100'
JULY 1953

15' Utility Easement



PLAT OF MERCER WOOD

SEC. 18, T. 24 N., R. 5 E., W.M.
KING COUNTY, WASH.

MERCER WOOD

GARDNER & HITCHINGS
CIVIL ENGINEERS

SEC. 18. T. 24 N. R. 5 E. W. M.
KING COUNTY. WASH.

JULY 1953

DESCRIPTION

This plat of MERCER Wood embraces all that portion of the N 1/2 of the NE 1/4, and the North 497.88 ft of the S 1/2 of the NE 1/4, all in Section 18, Township 24 North, Range 5 East, Willamette Meridian and described as follows: Commencing at the NE corner of said Section 18; thence N 88° 32' 01" W, along the northerly line of said Section 18, a distance of 364.44 ft to the True Point of Beginning; thence continuing N 88° 32' 01" W, along said northerly line of Section 18, 1338.32 ft; thence S 20° 35' 19" E 1010.28 ft; thence S 7° 24' 29" W 85.21 ft; thence S 58° 45' 42" E 99.38 ft to a point on a curve of radius 245.00 ft, the center of which bears N 58° 45' 12" W 245.00 ft from said point; thence Southwesterly along the curve to the right 193.28 ft; thence S 20° 35' 19" E 155.41 ft; thence S 25° 00' 00" W 100.19 ft to a point of curvature; thence along arc to the left of a curve of radius 40.00 ft, a distance of 72.95 ft; thence S 10° 30' 00" W 180.00 ft; thence S 35° 32' 32" E 74.49 ft thence S 1° 31' 48" W 110 ft; thence S 88° 28' 12" E 140.47 ft to the westerly boundary of East Mercer Way and a point on a curve, the center of which bears N 79° 54' 39" E 1016.2 ft; thence Northeasterly along curve to the right 137.91 ft to a point of reverse curvature, the radius of the second curve being 329.26 ft; thence Northerly along said second curve a distance of 206.88 ft to a point of tangency; thence N 31° 40' 05" E 175.51 ft to a point of curvature; thence along an arc to the right of a curve of radius 603.70 ft, a distance of 197.03 ft to a point of tangency; thence N 50° 22' 05" E 762.00 ft to the beginning of a curve to the left of radius 410.97 ft; thence along said curve to the left 435.39 ft to the end of said curve; thence N 10° 19' 55" W 28.30 ft; thence N 88° 32' 01" W 296.71 ft; thence N 1° 05' 30" E 350.00 ft to the True Point of Beginning.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned owners in fee simple of the land hereby platted, hereby declare this plat and dedicates to the public forever all walkways, streets and avenues shown thereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes; also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original reasonable grading of the walkways, streets and avenues shown hereon.

RUSSELL C. EMRICH

HELEN EMRICH, Wife

ALLAN BELL

RETTA BELL, Wife

CLAYTON P. WANGEMAN

HELEN R. WANGEMAN, Wife

JOHN WALTER ACKERSON HOME, A Washington Corporation

HAROLD H. HARTMAN
PRESIDENT

DWIGHT D. HARTMAN
SECRETARY

ACKNOWLEDGMENTS

STATE OF WASHINGTON } 55
COUNTY OF KING

This is to certify that on this 27 day of July 1953, before me personally appeared Russell C. Emrich and Helen Emrich, his wife; and Allan Bell and Retta Bell, his wife; and Clayton P. Wangeman and Helen R. Wangeman, his wife; to me known to be the individuals who executed the within dedication and acknowledged to me that they signed the same as their voluntary act and deed for the uses and purposes therein mentioned.

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

LeRoy D. Middleton
NOTARY PUBLIC in and for the State of Washington
Residing at Edmonds

I hereby certify that all property taxes are paid. There are no delinquent special assessments and all special assessments on any of the property herein contained dedicated as streets, alleys or for other public use are paid in full this 12th day of November 1953.

BY Charles B. ...
DEPUTY COUNTY TREASURER

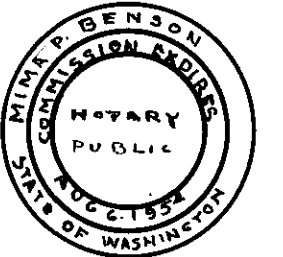
A. A. TREMPER
KING COUNTY TREASURER

STATE OF WASHINGTON } 55
COUNTY OF KING

This is to certify that on this 25 day of July 1953, before me, personally appeared Harold H. Hartman, President and Dwight D. Hartman, Secretary of the JOHN WALTER ACKERSON HOME, a Washington corporation, to me known to be the individuals who executed the within dedication and who acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the State of Washington
Residing at ...



RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold, or ownership changed or transferred, whereby the ownership of any portion of this plat shall be less than the area shown on the face of the plat.

All lots in this plat are restricted to R-1 Residence District Use, and governed by and subject to restrictions, Rules and regulations of the King County Zoning Resolution No 11373 and subsequent changes thereto by official County Resolution.

Septic tank approval in accordance with specifications of the King County Health Department is required for each individual lot.

APPROVALS

I hereby certify that the within plat of MERCER WOOD is duly approved by the KING COUNTY PLANNING COMMISSION this 24 day of November 1953.

Perry B. Johnson
CHAIRMAN
Clyde J. ...
SECRETARY

Robert R. Mcabee
EXECUTIVE OFFICER

Examined and approved this 30th day of November 1953.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

CLERK

Examined and approved this 13th day of November 1953.

KING COUNTY ROAD ENGINEER



ENGINEERS CERTIFICATE

I hereby certify that this plat is based upon an actual survey and subdivision of Section 18, Twp. 24 N., R. 5 E., W. M., based upon the Washington State Coordinate System, North Zone, that the distances and courses are shown hereon correctly, that monuments have been set, and lot and block corners correctly staked on the ground, and that I have fully complied with the provisions of the platting regulations.

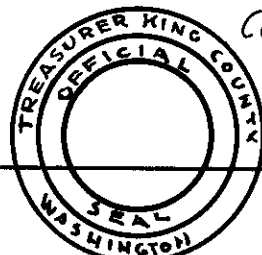
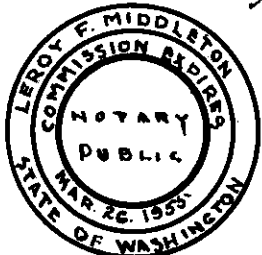
Horton D. Dennis
GARDNER & HITCHINGS, INC., ENGINEERS
HORTON D. DENNIS

FILING RECORD 44005C1

Filed for record at the request of the BOARD OF COUNTY COMMISSIONERS this 30 day of Nov. 1953, at 34 minutes past 1 O'clock P.M. P.S.T. and recorded in Vol. 52 of Plats, pages 32-33, Records of King County, Washington.

County Auditor

Deputy





20180402000950

WARRANTY DEED Rec: \$74.00
4/2/2018 2:33 PM
KING COUNTY, WA

61178749 (175)

INSURED BY
FIDELITY NATIONAL TITLE

When recorded return to:
Bo Xia and Meng Miao
4040 97th Ave SE
Mercer Island, WA 98040

E2922409

EXCISE TAX AFFIDAVITS
4/2/2018 2:33 PM KING COUNTY, WA
Selling Price:\$1,234,000.00
Tax Amount:\$21,970.20

STATUTORY WARRANTY DEED

THE GRANTOR(S) Georgia M. Quick, an unmarried person
for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable
consideration
in hand paid, conveys, and warrants to Bo Xia and Meng Miao, *husband and wife*

the following described real estate, situated in the County of King, State of Washington:
LOT 19, BLOCK I, MERCER WOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN
VOLUME 52 OF PLATS, PAGE(S) 32 AND 33, IN KING COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.
Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 545600-0165-09

Subject to:

- 1. RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, AGREEMENTS,
NOTES, DEDICATIONS, ENCROACHMENTS, AND EASEMENTS PRESENTLY OF
RECORD.

Dated: March 27, 2018

Georgia M. Quick
Georgia M. Quick

State of WASHINGTON

County of King

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

Dated: 3/28/2018



Kathryn Chopp
Name: KATHRYN CHOPP
Notary Public in and for the State of WASHINGTON
Residing at: Sammamish, WA
My appointment expires: 10/27/2019



First American Title™

First American Title Insurance Company

920 5th Avenue, Suite 1250
Seattle, WA 98104

October 11, 2024

Bo Xia
4040 97th Ave SE
Mercer Island, WA 98040

Phone: (425)503-8116

Fax:

Title Officer:	Pat Fullerton
Phone:	(206)615-3055
Fax No.:	(866)904-2177
E-Mail:	TitleKingWa@firstam.com
Order Number:	4210910

Escrow Number: 4210910

Buyer:

Owner:	Bo
Property:	4040 97th Ave SE Mercer Island, Washington 98040

Attached please find the following item(s):

Guarantee

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



First American Title™

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5003353-4210910

Guarantee

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

Bo Xia

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Kenneth D. DeGiorgio, President

By: _____

Lisa W. Cornehl, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

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

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

3. No Duty to Defend or Prosecute.

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

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

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

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

5. Proof of Loss or Damage.

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

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

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

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

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

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

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

9. Reduction of Liability or Termination of Liability.

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

10. Payment of Loss.

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

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

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

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

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**



First American Title



First American Title™

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

4210910

Order No.: 4210910

Liability: \$2,000.00

Fee: \$350.00

Tax: \$36.23

Name of Assured: Bo Xia

Date of Guarantee: October 04, 2024

The assurances referred to on the face page hereof are:

1. [Title is vested in:](#)

Bo Xia and Meng Miao, husband and wife

2. That, according to the public records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee

- A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
- B. Water rights, claims or title to water.
- C. Tax Deeds to the State of Washington.
- D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American Title™

Schedule B

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4210910

RECORD MATTERS

1. General Taxes for the year 2024. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 5456000165

1st Half

Amount Billed:	\$	5,141.85
Amount Paid:	\$	5,141.85
Amount Due:	\$	0.00
Assessed Land Value:	\$	988,000.00
Assessed Improvement Value:	\$	504,000.00

2nd Half

Amount Billed:	\$	5,141.84
Amount Paid:	\$	0.00
Amount Due:	\$	5,141.84
Assessed Land Value:	\$	988,000.00
Assessed Improvement Value:	\$	504,000.00

2. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor: Bo Xia and Meng Miao, husband and wife
 Grantee/Beneficiary: JPMorgan Chase Bank, N.A.
 Trustee: First American Title Insurance Co.
 Amount: \$893,000.00
 Dated: December 15, 2020
 Recorded: January 21, 2021
 Recording Information: [20210121001736](#)

3. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of Mercer Wood recorded in [Volume 52 of Plats, Page\(s\) 32-33](#).

4. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

Recording Information: [4408431](#)

Modification and/or amendment by instrument:

Recording Information: [4799911](#), [5003621](#), [5563230](#) and [20060307001259](#)

5. Covenants, conditions, restrictions and/or easements:

Recorded: October 13, 1960
Recording No.: [5212346](#)

6. Easement, including terms and provisions contained therein:
Recorded: November 02, 1960
Recording Information: [5226396](#)
In Favor Of: Puget Sound Energy, Inc., a Washington corporation
For: Electric and/or gas transmission and/or distribution system

Informational Notes, if any



First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
4210910

The land in the County of King, State of Washington, described as follows:

Lot 19, Block I, MERCER WOOD, according to the plat thereof, recorded in [Volume 52 of plats, Pages 32 and 33](#), in King County, Washington.

Situate in the City of Mercer Island, County of King, State of Washington.



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