

# SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

**0260696-16**  
**Revision 2nd Guarantee**

## CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

### GUARANTEES

Melissa Jankauskas

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

### LIABILITY EXCLUSIONS AND LIMITATIONS

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

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

**Chicago Title Company of Washington**  
**701 5th Avenue, Suite 2700**  
**Seattle, WA 98104**

Countersigned By:

Kathleen J Hall  
Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Seattle Builder / Unit 16 Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104 Phone: (206)628-5623 Main Phone: (206)628-5623 Email: CTISeattleBuilderUnit@ctt.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.88

Effective Date: September 26, 2023 at 08:00 AM

The assurances referred to on the face page are:

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

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

Title to said real property is [vested in:](#)

The Melissa A. Jankauskas Living Trust, and the initial trustee, Melissa A. Jankauskas, as to Parcel A  
 and Jeffrey M. Ahrenholz and Nicole C. Ahrenholz, husband and wife, as to Parcel B

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

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 228730-0140-05 and 865090-0075-07**

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PARCEL A:

LOT 14, EL DORADO FIRS, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 63 OF PLATS, PAGE 24](#), RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B:

LOT 1, BLOCK 4, TIMBERLAND NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 60 OF PLATS, PAGE 41](#), RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

**SPECIAL EXCEPTIONS:**

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of EL Dorado Firs:

[Recording No: 5091092](#)

Affects: Parcel A

2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Timberland No. 4:

[Recording No: 4914687](#)

Affects: Parcel B

3. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 28, 1958

[Recording No.: 4926640](#)

Affects: Parcel B

4. Notice of addition tap or connection charges and the terms and conditions thereof:

Recording Date: December 6, 1977

[Recording No.: 7712060812](#)

**SCHEDULE B**

(continued)

5. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
 Tax Account Number: 228730-0140-05  
 Levy Code: 1031  
 Assessed Value-Land: \$1,242,000.00  
 Assessed Value-Improvements: \$415,000.00

General and Special Taxes: Billed: \$10,174.56  
 Paid: \$5,087.28  
 Unpaid: \$5,087.28

Affects: Parcel A

6. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
 Tax Account Number: 865090-0075-07  
 Levy Code: 1031  
 Assessed Value-Land: \$1,307,000.00  
 Assessed Value-Improvements: \$675,000.00

General and Special Taxes: Billed: \$12,166.54  
 Paid: \$6,083.27  
 Unpaid: \$6,083.27

Affects: Parcel B

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

Amount: \$155,000.00  
 Dated: July 7, 2021  
 Trustor/Grantor: The Melissa A. Jankauskas Living Trust, and the Initial Trustee, Melissa A. Jankauskas  
 Trustee: Tigor Title  
 Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Directors  
 Mortgage, Inc.  
 Loan No: 210620615  
 Recording Date: July 12, 2021  
Recording No.: [20210712001047](#)

Affects: Parcel A

**SCHEDULE B**

(continued)

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

Amount: \$548,250.00  
 Dated: January 22, 2021  
 Trustor/Grantor: Jeffrey M. Ahrenholz and Nicole C. Ahrenholz, husband and wife  
 Trustee: Spruce Land Services Southwest LLC  
 Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Better Mortgage Corporation, ISAOA  
 Loan No: 1407897774  
 Recording Date: June 8, 2021  
[Recording No.:](#) [20210608001921](#)

Affects: Parcel B

9. Terms, powers, conditions, and limitations of the trust under which title is held.

The Company will require a copy of the trust agreement and any amendments thereto for review.

If the property which is the subject of this transaction constitutes more than 25 percent of the net fair market value of the trust principal, proof must be furnished to the Company that the trustee has complied with the 20 day notice to the beneficiaries of the nature and terms of the intended transaction as provided in RCW 11.100.140.

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.

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

Amount: \$350,000.00  
 Dated: July 26, 2023  
 Trustor/Grantor: Jeffrey M. Ahrenholz and Nicole C. Ahrenholz, husband and wife  
 Trustee: Trustee Services, Inc.  
 Beneficiary: Boeing Employees' Credit Union  
 Recording Date: August 14, 2023  
[Recording No.:](#) [20230814000788](#)

Affects: Parcel B

NOTES:

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

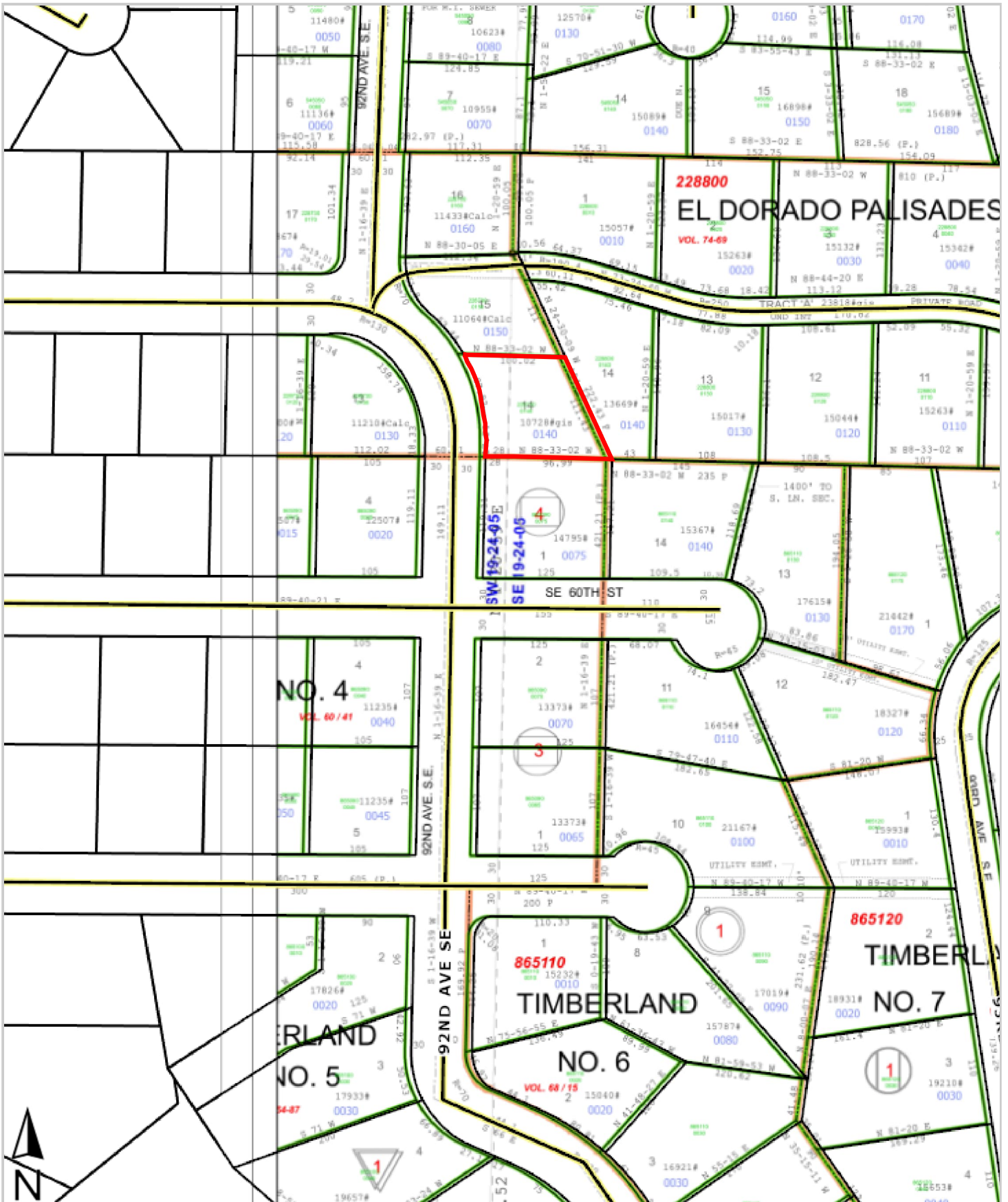
PARCEL A: LT 14, EL DORADO FIRS  
 PARCEL B: LT 1, BLK 4, TIMBERLAND NO. 4  
 Tax Account No.: 228730-0140-05 and 865090-0075-07

**SCHEDULE B**  
(continued)

Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

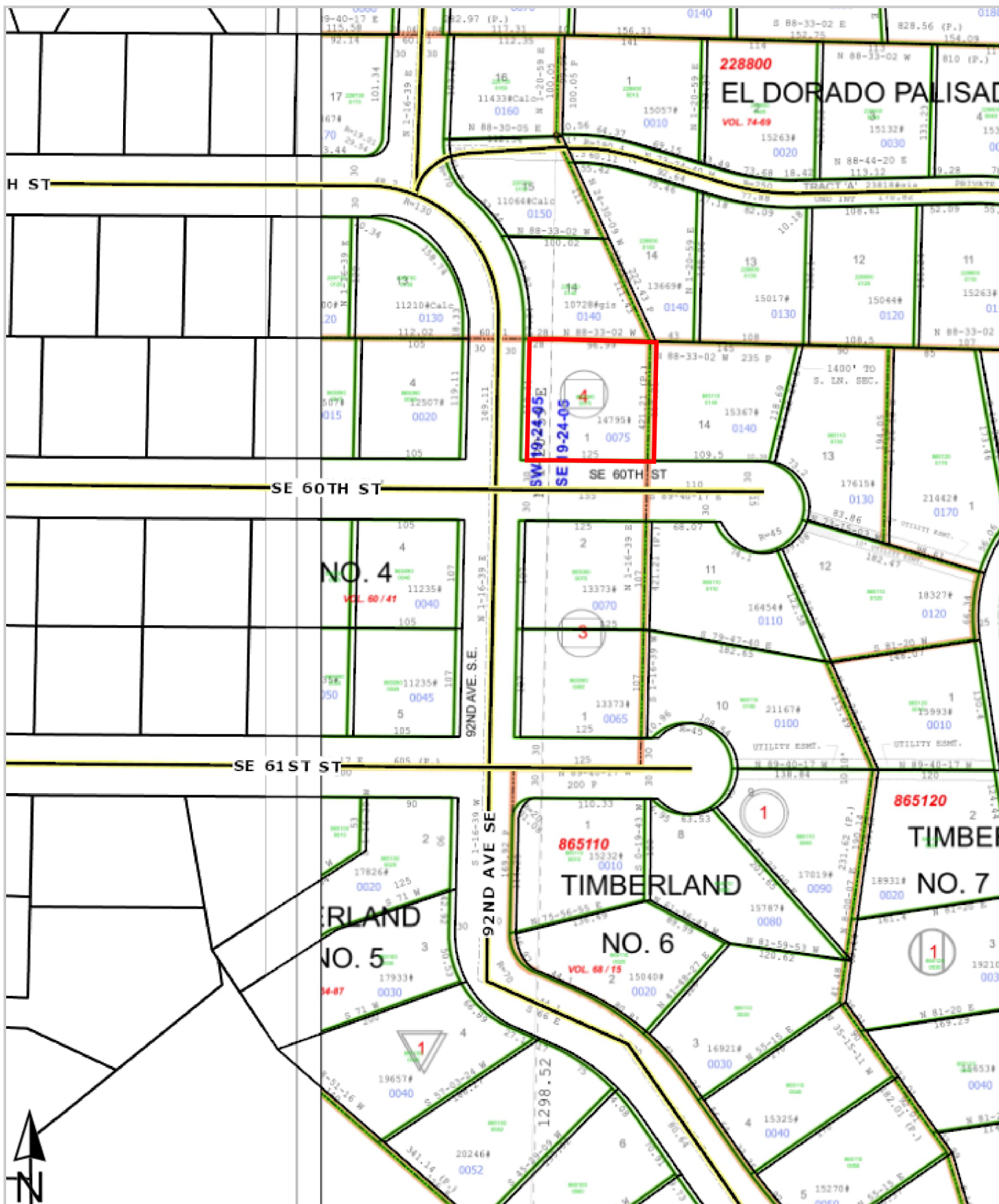
92nd Ave SE and SE 60th St  
Mercer Island, WA 98040

**END OF SCHEDULE B**



**ParcelID: 2287300140**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**ParcelID: 8650900075**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**SAFECO. TITLE INSURANCE COMPANY**  
1109 SECOND AVENUE • SEATTLE, WASHINGTON 98101 • 823-0870

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED  
REQUEST OF

1974 JUN 21 AM 8 00

DIRECTOR  
ELECTRONIC KING CO. WN.  
DEPUTY

200

Filed for Record at Request of  
First American Title  
1000 - 2nd Avenue  
Seattle, Washington 98104

NAME Washington Mutual Savings Bank

ADDRESS Post Office Box 449

CITY AND STATE Renton, Washington 98055

7406210156

**STATUTORY WARRANTY DEED**

FILED for Record at Request of  
**FIRST AMERICAN TITLE**  
1000-2nd Avenue  
Seattle, Washington 98104

THE GRANTOR - JULIAN D. PORTER AND MARTHA JANE PORTER, husband and wife;-

for and in consideration of -TEN AND NO/100-----DOLLARS;-

in hand paid, conveys and warrants to -CHARLES A. VENSKUS AND MELISSA A. VENSKUS, husband and wife;-

as Grantee, the following described real estate, situated in the County of King  
State of Washington:  
Lot 14, EL DORADO FIRS, according to the plat thereof recorded in Volume 63 of Plats,  
page 24, records of King County, Washington. Situate in the City of Mercer Island,  
County of King, State of Washington;-

20832-10

SUBJECT TO:  
EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD IF ANY.

*Rev 56 50*

**SALES TAX**  
AFF. No. **E265654**  
JUN 20 1974  
By JACK V. MCKENZIE Deputy  
King Co. Comptroller

010297

STATE OF Washington  
DEPT. OF REVENUE  
REVENUE

Conveyance Tax  
\$ 56.50  
BB. 10836

Dated this 17th day of June 1974

Julian D. Porter (SEAL)  
Julian D. Porter

Martha Jane Porter (SEAL)  
Martha Jane Porter

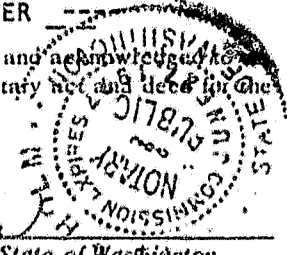
STATE OF WASHINGTON }  
County of King } ss.

On this 19th day of June, 1974, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

-----JULIAN D. PORTER AND MARTHA JANE PORTER-----  
to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed this said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 19th day of June, 1974

[Signature]  
Notary Public in and for the State of Washington,  
residing at Renton



QUIT-CLAIM DEED  
(Statutory Form)

THE GRANTOR( ) Charles A. Venskus  
of 330 102 Ave SE, City of Bellvue  
County of West KING, Washington, for and in consideration of \$1000 and  
other valuable considerations  
convey and quit-claim to Melissa Venskus  
of 5912 92 SE  
in the City of Mercer Island County of King, State of Wash  
all interest in the following described Real Estate: The residence of common address,  
5912 92 SE, Mercer Island, Washington, also  
known as Lot 14, Eldorado First Addition.

88/06/16 #1143 1A  
RECD F 5.00  
CASHEL \*\*\*\*\*5.00  
11

situated in the County of King, State of Washington.  
Dated this 14 day of June, 1988.

KING COUNTY  
NO EXCISE TAX  
JUN 6 1988  
E1006025

RECORDS & REVENUE DIVISION  
FIRST AMERICAN TITLE  
FOURTH & ALANCHARD BLDG  
SEATTLE, WA 98121

Charles A. Venskus  
Grantor(s)

STATE OF WASHINGTON,  
County of King

ss. (Individual Acknowledgment)

I, Jack C. Melill, Notary Public in and for the State of Washington,  
do hereby certify that on this 14 day of June, 1988, personally  
appeared before me Charles A. Venskus  
to me known to be the individual described in and who executed the within instrument and  
acknowledged that he signed the same as his free and voluntary act  
and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14 day of June,  
1988.

Jack C. Melill  
My appointment expires: 19 April 1990.

Notary Public in and for the State of Washington, residing at Mercer Island in said County.

Quit-Claim Deed (Statutory Form)  
Washington Legal Blank Inc., Issaquah, WA Form No. 289 6/88  
MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER.

8806161143

M192354 1ST AM-S



20030127002483

PACIFIC NW TIT GCD 20 00  
PAGE 001 OF 002  
01/27/2003 14 45  
KING COUNTY, WA

RETURN TO:

MELISSA JANKAUSKAS  
5912 92ND AVENUE SE  
MERCER ISLAND, WA 98040

E1935701

01/27/2003 13 50  
KING COUNTY, WA  
TAX \$2.00  
SALE \$0.00

PAGE 001 OF 001

QUIT CLAIM DEED

AB!

PACIFIC NORTHWEST TITLE COMPANY

2/20

Reference # (if applicable)

Grantor(s):

J. J. JANKAUSKAS

Additional on Page:

Grantee(s):

MELISSA JANKAUSKAS

Additional on Page:

Abbreviated Legal Description:

LOT 14, EL DORADO FIRS,  
VOL. 63, PG. 24

Additional on Page:

Assessor's Tax Parcel ID#

228730-0140-05

PNWT

506795-8

THE GRANTOR J. J. JANKAUSKAS, HUSBAND OF MELISSA JANKAUSKAS

for and in consideration of TO ESTABLISH SEPARATE PROPERTY

conveys and quit claims to MELISSA JANKAUSKAS, WHO ACQUIRED TITLE AS MELISSA VENSUS, A MARRIED WOMAN AS HER SEPARATE ESTATE

the following described real estate, situated in the County of KING State of Washington:  
together with all after acquired title of the grantor(s) therein:  
LOT 14, EL DORADO FIRS, ACCORDING TO THE PLAT THEREOF RECORDED  
IN VOLUME 63 OF PLATS, PAGE 24, IN KING COUNTY, WASHINGTON.

Dated: January 21, 2003

J. J. JANKAUSKAS

NOTARY PAGE

STATE OF WASHINGTON }  
 } ss.  
County of KING }

I hereby certify that I know or have satisfactory evidence that J. J. JANKAUSKAS

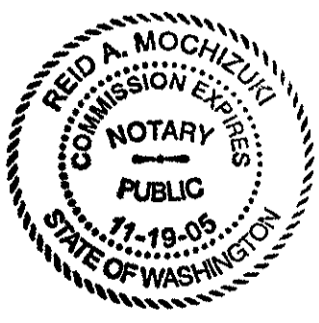
is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: JANUARY 22, 2003

*[Signature]*  
Notary Public in and for the State of Washington

REID A MOCHIZUKI  
Printed Name

Residing at NEWCASTLE, WA  
My appointment expires 11-19-2005



\*\*\*\*\*

STATE OF WASHINGTON }  
 } ss.  
County of \_\_\_\_\_ }

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_

is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, on oath stated that \_\_\_\_\_ authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Notary Public in and for the State of Washington

Printed Name  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

After Recording Return To:  
 Robert L. Michaels  
 Smith Alling Lane, P.S.  
 1102 Broadway Plaza, #403  
 Tacoma, Washington 98402



**20080502001810**

SMITH QCD 43.00  
 PAGE001 OF 002  
 05/02/2008 14:49  
 KING COUNTY, WA

**E2344528**

05/02/2008 14:49  
 KING COUNTY, WA  
 TAX \$10.00  
 SALE \$0.00 PAGE001 OF 001

## QUIT CLAIM DEED

**GRANTOR:** MELISSA A. JANKAUSKAS  
**GRANTEE:** THE MELISSA A. JANKAUSKAS LIVING TRUST and MELISSA A. JANKAUSKAS, Trustee  
**LEGAL DESC.:** Lot 14, El Dorado Firs

THE GRANTOR, Melissa A. Jankauskas, without consideration, conveys and quit claims to The Melissa A. Jankauskas Living Trust, and the initial trustee, Melissa A. Jankauskas, the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the Grantor therein:

Lot 14, El Dorado Firs, according to the plat thereof recorded in Volume 63 of Plats, Page 24, in King County, State of Washington.

Parcel No. 228730-0140-05

SUBJECT TO agreements, easements, reservations, restrictions, limitations, exceptions, covenants, rights of way and other rights of the public, zoning ordinances, deeds of trusts, mortgages, liens, taxes, assessments and encumbrances of record, if any.

DATED on the 28 day of Apr, 2008.

*Melissa A. Jankauskas*  
 \_\_\_\_\_  
 MELISSA A. JANKAUSKAS

STATE OF WASHINGTON )  
 )  
COUNTY OF King ) : ss.

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

GIVEN under my hand and official seal this 24 day of April, 2008.



Robert L. Michaels  
Notary Public in and for the State of Washington,  
Residing at: University Place  
Print name: Robert L. Michaels  
My commission expires: 7/26/08

After Recording Return To:  
Robert L. Michaels  
Smith Alling, P.S.  
1102 Broadway Plaza, #403  
Tacoma, Washington 98402



**20120210000709**

WFG NATIONAL T QCD 63.00  
PAGE-001 OF 002  
02/10/2012 13:35  
KING COUNTY, WA

**E2529487**

02/10/2012 13:34  
KING COUNTY, WA  
TAX \$10.00  
SALE \$0.00

PAGE-001 OF 001

# QUIT CLAIM DEED

**GRANTOR:** THE MELISSA A. JANKAUSKAS LIVING TRUST and MELISSA A. JANKAUSKAS, Trustee

**GRANTEE:** MELISSA A. JANKAUSKAS, as her separate estate

**LEGAL DESC.:** Lot 14, El Dorado Firs

WFG NAT'L TITLE  
order no. 3006077

THE GRANTOR, The Melissa A. Jankauskas Living Trust, and the initial trustee, Melissa A. Jankauskas, without consideration, conveys and quit claims to Melissa A. Jankauskas, as her separate estate, the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the Grantor therein:

Lot 14, El Dorado Firs, according to the plat thereof recorded in Volume 63 of Plats, Page 24, in King County, State of Washington.

Parcel No. 228730-0140-05

SUBJECT TO agreements, easements, reservations, restrictions, limitations, exceptions, covenants, rights of way and other rights of the public, zoning ordinances, deeds of trusts, mortgages, liens, taxes, assessments and encumbrances of record, if any.

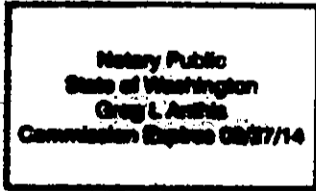
DATED on the <sup>17 mg</sup>~~16~~ day of Jan., 2012.

*Melissa A. Jankauskas*  
MELISSA A. JANKAUSKAS, Trustee of the  
Melissa A. Jankauskas Living Trust

STATE OF WASHINGTON )  
 )  
COUNTY OF King ) : ss.

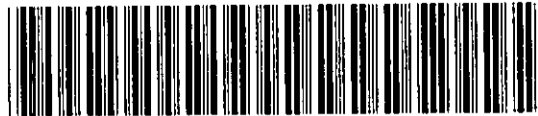
On this day personally appeared before me MELISSA A. JANKAUSKAS, Trustee of the Melissa A. Jankauskas Living Trust, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17<sup>th</sup> day of Jan., 2012.



Greg L. Austin  
Notary Public in and for the State of Washington,  
Residing at: King Co.  
Print name: Greg L. Austin  
My commission expires: 5.27.2014

AFTER RECORDING MAIL TO:  
Melissa Jankauskas  
5912 92nd Avenue SE  
Mercer Island, WA 98040



**20120210000710**

WFG NATIONAL T QCD 62.00  
PAGE-001 OF 001  
02/10/2012 13:35  
KING COUNTY, WA

**E2529488**

02/10/2012 13:34  
KING COUNTY, WA  
TAX  
SALE

\$10.00  
\$0.00

PAGE-001 OF 001

Filed for Record at Request of: **WFG National Title Company**  
Escrow Number: 30060677

**Quit Claim Deed**

Grantor(s): Joseph J. Jankauskas, Jr., spouse of Grantee  
Grantee(s): Melissa A. Jankauskas, a married individual as a separate estate  
Abbreviated Legal: LOT 14 OF EL DORADO FIRS  
Additional legal(s) on page:  
Assessor's Tax Parcel Number(s): 2287300140

WFG NAT'L TITLE  
order no. 30060677

THE GRANTOR Joseph J. Jankauskas, Jr., spouse of Grantee for and in consideration of "No Valuable Consideration" To Establish Separate Property and Fulfill Lender Requirements 458-61A-203(1), conveys and quit claims to Melissa A. Jankauskas, a married individual as a separate estate the following described real estate, situated in the County of King, State of Washington:

**LOT 14 OF EL DORADO FIRS, AS PER PLAT RECORDED IN VOLUME 63 OF PLATS, PAGE 24, RECORDS OF KING COUNTY AUDITOR;**

**SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.**

Together with all after acquired title of the grantor(s) herein:

Dated: 2/6/2012

By [Signature]  
Joseph J. Jankauskas, Jr.

By [Signature]  
Melissa A. Jankauskas

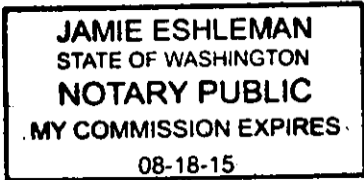
STATE OF WA  
County of King

SS:

I certify that I know or have satisfactory evidence that Joseph J. Jankauskas, Jr. and Melissa A. Jankauskas is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 2/6/12

[Signature]  
Notary Public (in and for the State of WASHINGTON)  
Residing at Snohomish, WA  
My appointment expires: 8/18/15



After Recording Return To:  
Robert L. Michaels  
Smith Alling Lane, P.S.  
1102 Broadway Plaza, #403  
Tacoma, Washington 98402



**20120213001394**

SMITH ALLING QCD 63.00  
PAGE-001 OF 002  
02/13/2012 15:53  
KING COUNTY, WA

**E2529780**

02/13/2012 15:53  
KING COUNTY, WA  
TAX \$10.00  
SALE \$0.00

PAGE-001 OF 001

## QUIT CLAIM DEED

**GRANTOR: MELISSA A. JANKAUSKAS**  
**GRANTEE: THE MELISSA A. JANKAUSKAS LIVING TRUST and MELISSA A. JANKAUSKAS, Trustee**  
**LEGAL DESC.: Lot 14, El Dorado Firs**

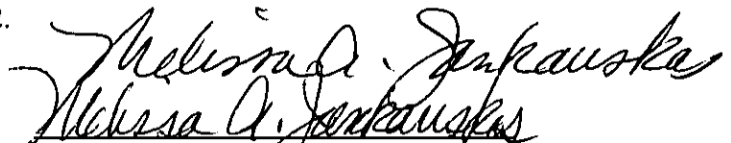
THE GRANTOR, Melissa A. Jankauskas, without consideration, conveys and quit claims to The Melissa A. Jankauskas Living Trust, and the initial trustee, Melissa A. Jankauskas, the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the Grantor therein:

Lot 14, El Dorado Firs, according to the plat thereof recorded in Volume 63 of Plats, Page 24, in King County, State of Washington.

Parcel No. 228730-0140-05

SUBJECT TO agreements, easements, reservations, restrictions, limitations, exceptions, covenants, rights of way and other rights of the public, zoning ordinances, deeds of trusts, mortgages, liens, taxes, assessments and encumbrances of record, if any.

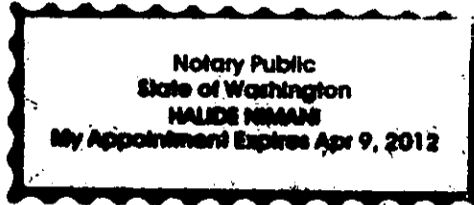
DATED on the 8 day of February, 2012.


  
MELISSA A. JANKAUSKAS

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF KING )

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


GIVEN under my hand and official seal this 8<sup>th</sup> day of February, 2012.



  
Notary Public in and for the State of Washington,  
Residing at: Mercer Island WA  
Print name: HALIDE NIMANI  
My commission expires: APR. 9. 2012

When recorded return to:  
Jeffrey M. Arenholz and Nicole C. Arenholz,  
husband and wife  
9204 SE 60th St  
Mercer Island, WA 98040

  
**20120515000805**  
FIDELITY NATIONAL TITLE  
PAGE-001 OF 003  
05/15/2012 11:26  
KING COUNTY, WA  
64.00

Filed for record at the request of:  
 **Fidelity National Title**  
Company  
720 Olive Way, Suite 515  
Seattle, WA 98101

**E2543459**  
05/15/2012 11:18  
KING COUNTY, WA  
TAX \$15,402.00  
SALE \$865,000.00  
PAGE-001 OF 001

Escrow No.: 611021728

**FIDELITY NATIONAL TITLE**

3/65

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) Bradley A. Myers and Amy A. Myers, husband and wife  
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 Jeffrey M. Arenholz and Nicole C. Arenholz, husband and wife

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

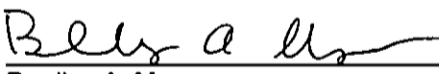
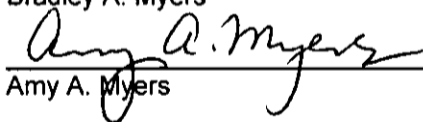
Lot 1, Block 4, Timberland No. 4 *See attached exhibit A.*  
Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 865090 007507

Subject to:

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

Dated: May 11, 2012

  
\_\_\_\_\_  
Bradley A. Myers  
  
\_\_\_\_\_  
Amy A. Myers

STATUTORY WARRANTY DEED  
(continued)

State of Washington

County of King

I certify that I know or have satisfactory evidence that  
Bradley A. Myers and Amy A. Myers  
is/are 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/hers/their) free and voluntary act  
for the uses and purposes mentioned in this instrument.

Dated: May 12, 2012



Kathryn Chopp  
Name: Kathryn Chopp  
Notary Public in and for the State of WA  
Residing at: Sumner WA, WA  
My appointment expires: 10/27/2015

## EXHIBIT A

Order No.: 611021728

**For APN/Parcel ID(s): 865090 0075 07 and Levy Code: 1031**

---

LOT 1, BLOCK 4, TIMBERLAND NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 60 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON





**20121017000862**  
 FIDELITY NATIO WD  
 PAGE-001 OF 004 75.00  
 10/17/2012 11:56  
 KING COUNTY, WA


**When recorded return to:**  
 Jeffrey M. Ahrenholz and Nicole C. Ahrenholz,  
 husband and wife  
 9204 SE 60th St  
 Mercer Island, WA 98040

**20120515000805**  
 FIDELITY NATIO WD  
 PAGE-001 OF 003 64.00  
 05/15/2012 11:28  
 KING COUNTY, WA

**E2543459**

05/15/2012 11:18  
 KING COUNTY, WA  
 TAX \$15,402.00  
 SALE \$865,000.00

PAGE-001 OF 001

Filed for record at the request of:  
 **Fidelity National Title**  
 Company  
 720 Olive Way, Suite 515  
 Seattle, WA 98101

Escrow No.: 611021728

*\*reword to correct spelling of grantee*  
**FIDELITY NATIONAL TITLE**

*3/65*

**STATUTORY WARRANTY DEED**

*4-7710*

THE GRANTOR(S) Bradley A. Myers and Amy A. Myers, husband and wife

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration

**AHRENHOLZ**

in hand paid, conveys, and warrants to Jeffrey M. ~~Ahrenholz~~ and Nicole C. ~~Ahrenholz~~, husband and wife  
**AHRENHOLZ**

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

*Lot 1, Block 4, Timberland No. 4 see attached exhibit A.*  
 Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): *865090 007507*

Subject to:

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

Dated: May 11, 2012

*Bradley A. Myers*  
 \_\_\_\_\_  
 Bradley A. Myers  
*Amy A. Myers*  
 \_\_\_\_\_  
 Amy A. Myers



**E2569488**

10/17/2012 11:56  
 KING COUNTY, WA  
 TAX \$10.00  
 SALE \$0.00

PAGE-001 OF 001

STATUTORY WARRANTY DEED  
(continued)

State of Washington

County of King

I certify that I know or have satisfactory evidence that

Bradley A. Myers and Amy A. Myers  
is/are 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: May 12, 2012



Kathryn Chopp  
Name: Kathryn Chopp  
Notary Public in and for the State of WA  
Residing at: Sumner WA  
My appointment expires: 10/27/2015

EXHIBIT A

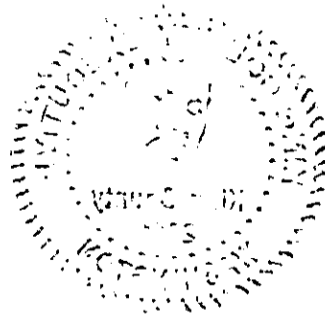
Order No.: 611021728

For APN/Parcel ID(s): 865090 0075 07 and Levy Code: 1031

LOT 1, BLOCK 4, TIMBERLAND NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 60 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

Am      Per

*[Faint, illegible text, possibly a signature or stamp]*



STATE OF WASHINGTON }  
County of King

The Director of Records & Licensing, King County, State of Washington and exofficio Recorder of Deeds and other instruments, do hereby certify the foregoing copy has been compared with the original instrument as the same appears on file and of record in the office and that the same is a true and perfect transcript of said original and of the whole thereof.

Witness my hand and official seal this \_\_\_\_\_ day  
of OCT 16 2012

Director of Records & Licensing

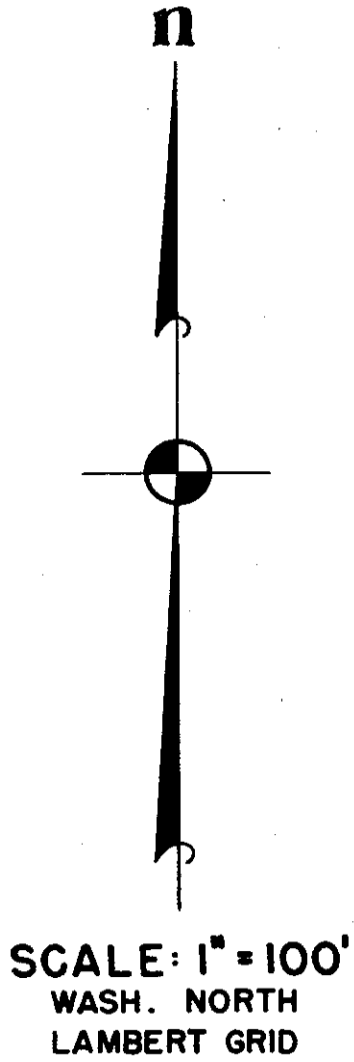
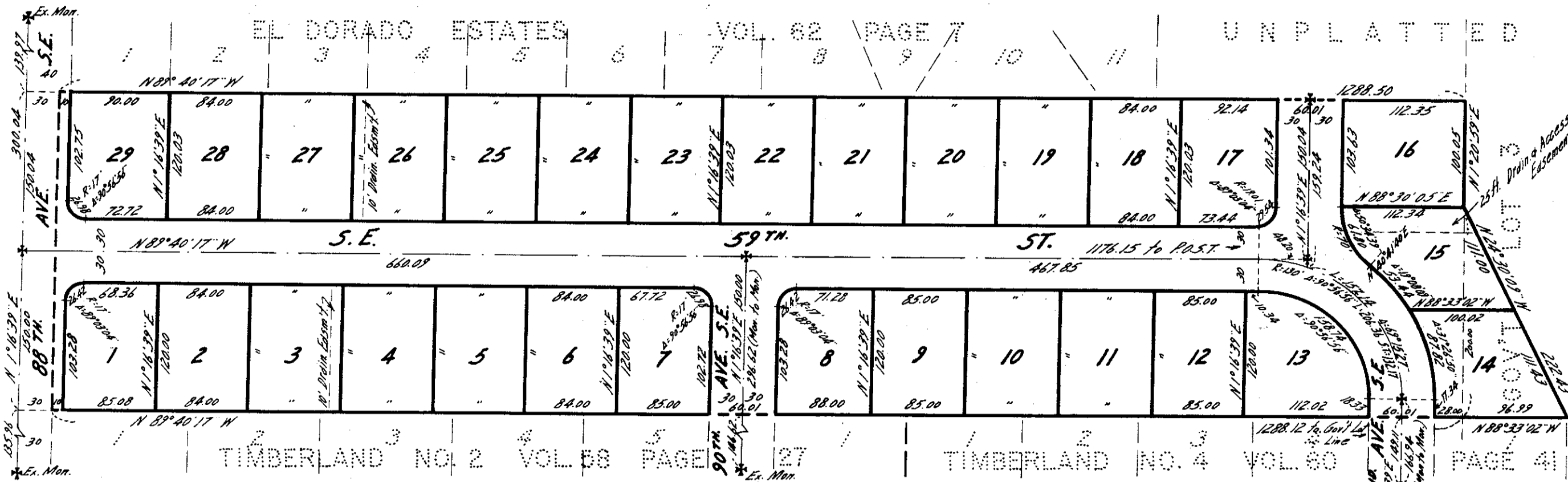
*Kenneth Arnold*  
By ~~KENNETH ARNOLD~~  
Deputy



# EL DORADO FIRS

## SECTION 19, TWP. 24N, R5E, W.M.

### KING COUNTY, WASHINGTON



#### DESCRIPTION

This plot of EL DORADO FIRS embraces that portion of the N.E. 1/4 of the S.W. 1/4 of Section 19, Twp. 24N., R5E., W.M., King County, Washington, lying between lines parallel with and distant 1000.00 ft. and 1700.00 ft. north of the southerly line of said Section 19, lying easterly of the easterly line of 88th AVE S.E., and that portion of Govt. Lot 3 in said Section 19, described as follows: Beginning at the N.E. corner of Lot 1, Block 4, of TIMBERLAND No. 4, according to plat thereof recorded in Volume 60 of Plats on Page 41, Records of said County; thence N28°30'05"E 17.28 ft. to the West line of said Govt. Lot 3; thence S1°29'55"E along said West line 2000 ft. to an angle point on the North line of Lot 1, Blk. 4, of said plot of TIMBERLAND No. 4; thence S38°33'02"E along said North line 26.99 ft. to the point of beginning.

#### RESTRICTIONS

No lot or portion of a lot in this plot shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plot shall be less than the area required for the use district in which located.

#### LAND SURVEYORS CERTIFICATE

I hereby certify that this plot of EL DORADO FIRS is based upon an actual survey and subdivision of Section 19, Twp. 24N., R5E., W.M., that the courses and distances are shown correctly thereon; that the monuments have been set and the lot and block corners staked correctly on the ground and that I have fully complied with provisions of the platting regulations.



*R. Ruskin Fisher*  
R. Ruskin FISHER, Pro Land Surveyor  
Certificate No. 2077  
Renewal No. 5160004220  
August, 1959.



#### TREASURER'S CERTIFICATE

I certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection, on any of the property herein contained dedicated as streets, alleys, or for other public use are paid in full. This 9<sup>th</sup> day of October, 1959.

*E. A. Trember*  
King County Treasurer

*By Charles B. Smith*  
King County Deputy Treasurer

#### APPROVALS

I hereby certify that the within plot of EL DORADO FIRS is duly approved by the King County Planning Commission this 8<sup>th</sup> day of OCT. 1959.

*Edward B. Lund*  
Planning Officer

Examined and approved this 13<sup>th</sup> day of October 1959.

*Howard Odell*  
Chairman, Board of County Commissioners

*Ralph L. Stender*  
Clerk, Board of County Commissioners

Examined and approved this 1<sup>st</sup> day of OCTOBER 1959.

*Halter J. Morrison*  
King County Road Engineer

5091092

#### RECORDING CERTIFICATE

Filed for record of the request of the Board of County Commissioners this 14<sup>th</sup> day of Oct. 1959, at 02 minutes past 10:00 A.M. and recorded in Volume 63 of Plats, Page 24, Records of King County, Washington.

*Robert A. Morris*  
County Auditor

*M. R. Williams*  
Deputy County Auditor

#### DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we the undersigned, owners in fee simple, and contract purchasers of the land hereby platted, hereby declare this plot and dedicate to the use of the public forever, all 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 plot in the original reasonable grading of the streets and avenues shown hereon.

IN WITNESS WHEREOF we have set our hands and seals this \_\_\_ day of \_\_\_ 1959.  
*Wendell B. Fearing*  
*Robert A. Kelly*  
*Josephine A. Kelly*  
*Eva Marie Fearing*  
*Beverly Bernth*  
*Richard L. Lovensize*  
*Joanna L. Lovensize*  
*Arne G. Goedecke*  
 President

#### ACKNOWLEDGMENTS

STATE OF KANSAS } ss.  
 COUNTY OF SEDGWICK }  
 This is to certify that on the 25 day of August, 1959, before me the undersigned, a Notary Public, personally appeared, Wendell B. FEARING and Eva Marie FEARING his wife, to me known to be the individuals who executed the within dedication and acknowledged to me that they signed and sealed 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.

*Catherine E. Grubbe*  
Notary Public in and for the State of Kansas  
Residing at Wichita, Kansas

STATE OF WASHINGTON } ss.  
 COUNTY OF KING }  
 This is to certify that on the 21 day of August, 1959, before me the undersigned, a Notary Public, personally appeared, Beverly BERNTH, a single woman; Richard L. LOVENSIZE and Joanna L. LOVENSIZE his wife; Robert A. KELLY & Josephine A. KELLY his wife; to me known to be the individuals who executed the within dedication and acknowledged to me that they signed and sealed 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.

*Robert E. James*  
Notary Public in and for the State of Washington  
Residing at Seattle

STATE OF WASHINGTON } ss.  
 COUNTY OF KING }  
 This is to certify that on the 21 day of August, 1959, before me the undersigned, a Notary Public, personally appeared, Arne G. GOEDECKE, President of EL DORADO HOMES, INC., a Washington Corporation, to me known to be the individual who executed the within dedication and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was 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.

*Robert E. James*  
Notary Public in and for the State of Washington  
Residing at Seattle

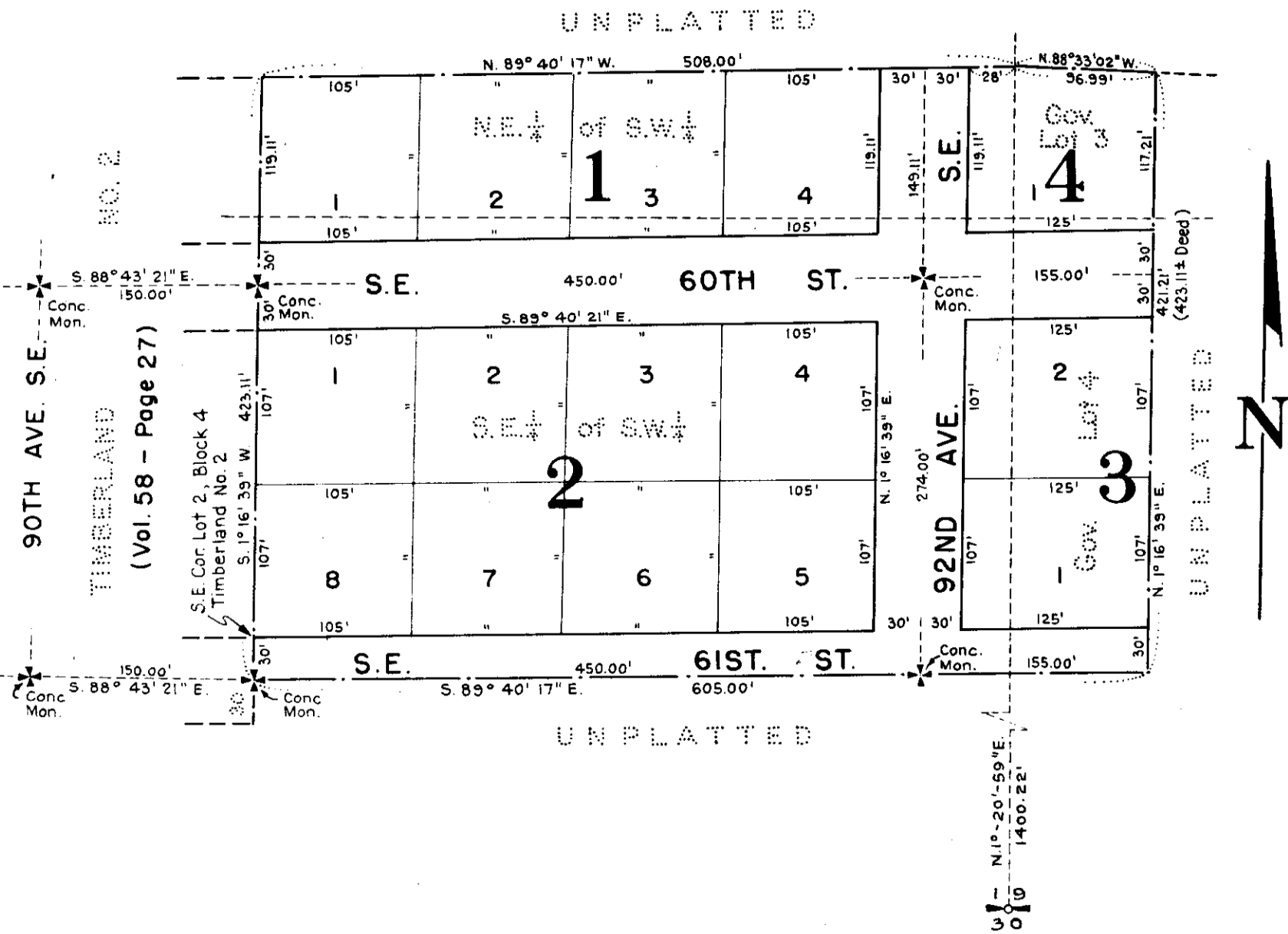


# TIMBERLAND NO. 4

(Situated in E. 1/2 of S.W. 1/4, and Gov. Lots 3 & 4,  
Sec. 19, Twp. 24 N., R. 5 East, W.M.)

Scale: 1" = 100'  
May, 1958

H. W. Rutherford  
Engineer



## DESCRIPTION

This plat of "TIMBERLAND NO. 4" covers and includes the following described tract of land:

That portion of the East half of the Southwest quarter (E 1/2 of SW 1/4) and of Government Lots Three (3) and Four (4), Section Nineteen (19), Township Twenty-four (24) North, Range Five (5) East, W. M., described as follows:

Beginning at a point on the east line of Timberland No. 2 as said plat is recorded in Volume 58 of plats, page 27, records of King County, Washington, which is South 1° 16' 39" West 30 feet from the southeast corner of Lot 2, Block 4 of said plat; thence South 89° 40' 17" East 605.00 feet; thence North 1° 16' 39" East 423.11 feet, more or less, to a point on a line 1400.00 feet north of, measured at right angles thereto, and parallel with the south line of said section; thence westerly along said parallel line, 605 feet, more or less, to the northeast corner of said plat; thence South 1° 16' 39" West 423.11 feet along the east line of said plat, to the point of beginning.

All courses and dimensions are as shown upon the face of the plat.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that we, Russell E. Karels and Irene Karels, his wife and Carl J. Alsin, owners in fee simple, and George T. Drummond Company, a Washington Corporation, contract purchaser of an undivided one-half interest in the land hereby platted, hereby declare this plat and dedicate to the use of the public forever the streets and avenue shown hereon and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts or fills upon the lots and blocks shown hereon in the reasonable, original grading of the streets and avenue shown hereon.

IN WITNESS WHEREOF, we, the said Russell E. Karels and Irene Karels have hereunto set our hands and seals this 22nd day of May, A. D., 1958, and IN FURTHER WITNESS WHEREOF, the said corporation has caused its corporate name to be hereunto subscribed by its President and Secretary-Treasurer and its corporate seal to be hereunto affixed this 22nd day of May, A. D., 1958.

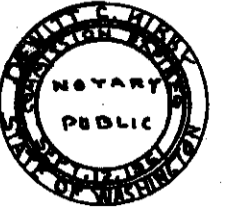
Russell E. Karels  
Irene Karels  
 George T. Drummond Company.  
 By George T. Drummond  
 Its President.  
 Attest: J. R. Drummond  
 Its Secretary-Treasurer.



## ACKNOWLEDGMENT

State of Washington }  
County of King } s. s.  
This is to certify that on this 22nd day of May, A. D., 1958, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Russell E. Karels and Irene Karels, his wife, and Carl J. Alsin to me known to be the individuals described in and who executed the foregoing dedication and each acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned, and there also personally appeared George T. Drummond and J. R. Drummond, President and Secretary-Treasurer, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the 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 in this certificate first above written.

Dewitt C. Kirby  
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 required for the use district in which located.

## CERTIFICATE

I hereby certify that the plat of "TIMBERLAND NO. 4" is based upon an actual survey and subdivision of Section 19, Township 24 North, Range 5 East, W. M., that the courses and distances are shown correctly, that the monuments have been set and lot and block corners staked correctly on the ground, that I have complied with the provisions of the statutes and the regulations governing platting.

H. W. Rutherford  
Certificate No. 673, License 514 0225100  
Expires Jan. 1, 1959.



Examined and approved this 13th day of June, A. D., 1958.

D. L. Evans  
King County Road Engineer.

I hereby certify that the within plat of "TIMBERLAND NO. 4" is duly approved by King County Planning Commission this 18 day of June, A. D., 1958.

W. B. Bannerman  
 Chairman.  
Edward Wright  
 Secretary.  
Edward B. Sand  
 Planning Officer.

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 as dedicated streets, alleys or for other public use are paid in full. This 23rd day of June, 1958.

A. A. Tremper,  
County Treasurer.

By Charles E. Wright  
Deputy County Treasurer.



Examined and approved this 23rd day of June, A. D., 1958.

Edward Odell  
Chairman, Board of King County Commissioners.

Attest: Ralph Stouder  
Clerk, Board of King County Commissioners.



4914687  
Filed for record at the request of Board of County Commissioners this 24th day of June, A. D., 1958, at 27 minutes past 9 A. M., and recorded in Volume 60 of Plats, Page 41, Records of King County, Washington.

Robert A. Morris  
King County Auditor.

By M. Williams  
Deputy County Auditor.

RESTRICTIVE COVENANTS  
TIMBERLAND NO. 4

4926640

Russell E. Karels and Irene Karels, his wife, and George T. Drummond, owners of all the property in the plat of Timberland No. 4, for themselves, their heirs, executors and administrators, hereby covenant that the following restrictions and covenants shall apply and inure to all lots contained in the subdivision Timberland No. 4, according to plat thereof, recorded in volume 60 of Plats, page 41 records of King County, Washington, to-wit:

1. These restrictive mutual easements, covenants and other conditions shall attach to and pass with the aforesaid real property and each and every part and parcel thereof. If any parties, their heirs, executors, administrators or assigns, shall violate, or attempt to violate, any of the provisions of these restrictive easements and covenants of Timberland No. 4 Addition to King County, Washington, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any of these provisions, either to prevent him from so doing, or to recover damages or other compensation for such violation. Invalidation of any of these covenants, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. These restrictive easements and covenants shall be deemed to be fully and sufficiently described or incorporated in any instruments or covenants by designating and referring to the same as the "Protective Easements and Covenants of Timberland No. 4."

2. No building or structure shall be permitted (except temporary buildings or sheds used in connection with the building of a permanent dwelling house) except a single detached dwelling house to be occupied by no more than one family. As appurtenant to any dwelling house, a private garage, servants' quarters, pergola or conservatory of permanent construction may be erected if architecturally in harmony with said dwelling.

3. No dwelling may be erected containing less than 1,200 square feet of area on the main floor, exclusive of covered porches, patios, garage or detached structure.

4. Only one story and multi-level buildings will be permitted, except with special permission of the said grantors, their successors or assigns, who shall have the right to refuse to approve the building of more than one story.

5. All buildings to be erected in Timberland No. 4 shall be approved by the undersigned, their successors or assigns. To acquire such approval, complete plans and specifications of all buildings, structures and exterior alterations, together with detailed plans and specifications showing proposed location of the same on the particular site shall be submitted to the undersigned, their successors or assigns, before construction or alteration is started, and such construction or alteration shall not be started until approval thereof in writing is given by the undersigned, their successors or assigns.

- 1 -

2 additional sheets

JUL 29 1958

4926640

As to all improvements, construction and alterations in timberland No. 4, the undersigned, their successors or assigns, shall have the right to refuse to approve the design, finishing or painting of any construction or alterations which is not suitable or desirable in said addition for any reason, aesthetic or otherwise, and in so passing upon such design, the undersigned, their successors or assigns shall have the right to take into consideration the suitability of the proposed structure and of the material of which it is to be built, to the site upon which it is proposed to erect the same, the harmony with other dwellings therein with the surroundings and the effect on the outlook of the adjacent or neighboring property and any and all other factors which in their opinion shall affect the desirability or suitability of such proposed structure, improvements or alterations.

If said grantors, their successors or assigns, fail to approve or disapprove said plans or specifications within thirty (30) days after the same have been submitted to them or the making of such alterations prior to the completion thereof, such approval will not be required, and the changes shall be deemed to be in compliance with the provisions of this paragraph.

Provided, however, that as soon as 50% of the lots in timberland No. 4 have been sold by the present owners thereof, their successors or assigns, shall have the right to appoint a committee of the owners of said lots in timberland No. 4 and the said committee shall succeed to all the powers and provisions of this said paragraph and shall sit in the place and stead of the undersigned, their successors or assigns, with respect thereto. The said committee shall serve for a period of one year from the date of such appointment and thereupon the owners of lots in timberland No. 4 shall elect or appoint another committee to perform the duties set out in this paragraph. The committee shall be of such a number and serve for such a period as the owners of the said property shall designate.

6. No. Building or part thereof, in timberland No. 4 shall be located within ten (10) feet of the property side line, nor shall any building be located within twenty (20) feet of the front or street line.

7. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from the commencement of construction, unless prevented by cause beyond the owner's control, until such building and structures are completed and painted. All structures shall be completed as to external appearance, including finished painting, within six (6) months from the date of commencement of construction, unless prevented by cause beyond the owner's control.

8. No trailer, machinery, appliance or unsightly material shall be used, placed or openly stored in said lot except that which is temporary and incidental to the construction of a permanent structure. Provided, however, that said temporary construction is moved on the completion of permanent construction.

- 2 -

JUL 29 1958

4926640

9. Domestic animals to be kept on the premises shall be limited to cats and dogs. No chickens, ducks, geese or other domestic animals are to be raised or kept on the premises.

10. These restrictive covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming to them until the first day of January, nineteen hundred and seventy eight (1978), at which time said covenants shall be automatically extended for a subsequent period of ten years unless the owners of said lots by a majority vote agree to change said covenants in whole or in part.

Dated at Bellevue, Wash  
on July 24, 1958

*Russell E Karels*  
R E Karels  
Russell E. Karels

*Irene Karels*  
Irene Karels  
Irene Karels

*George T. Drummond*  
George T. Drummond  
George T. Drummond

JUL 29 1958

DEC-6-77 10 02 16 7712060812 - A NF 5.00

DEC 6 2 33 PM '77

NOTICE OF ADDITIONAL  
TAP OR CONNECTION CHARGES

RECORDED KC RECORDS

In compliance with Chapter 72, Laws of 1977 Regular Session, Chapter 65.08 RCW, the City of Mercer Island has levied, or may levy in the future, a charge on property pertaining to;

- a.) the amount required by the provisions of a contract pursuant to RCW 35.91.020 under which the water or sewer facilities so tapped into or used were constructed; or
- b.) any connection charges which are in fact reimbursement for the cost of facilities constructed by the sale of revenue bonds; or
- c.) the additional connection charge authorized in RCW 35.92.025.

These amounts and charges have been, or will be, levied against the following described property located in King County, Washington;

Mercer Island, Washington, an island located in Lake Washington, encompassing 4,127 acres; defined as consisting of a portion of all of the following described sections and government lots in Township 24, Range 4 E., W.M. and Township 24, Range 5 E, W.M.:


Government Lot	Quarter Section	Section	Township	Range
1	SE $\frac{1}{4}$	2	24	4 East, W.M.
3, 4, 5 & 6	SW $\frac{1}{4}$	1	24	4 East, W.M.
1 & 2	SE $\frac{1}{4}$	1	24	4 East, W.M.
1 & 2	NW $\frac{1}{4}$	11	24	4 East, W.M.
	NW $\frac{1}{4}$ , NE $\frac{1}{4}$ & SE $\frac{1}{4}$	12	24	4 East, W.M.
1, 2 & 3	SW $\frac{1}{4}$	12	24	4 East, W.M.
and the remainder of the	SW $\frac{1}{4}$	12	24	4 East, W.M.
1	NW $\frac{1}{4}$	13	24	4 East, W.M.
2 & 3	NE $\frac{1}{4}$	13	24	4 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	13	24	4 East, W.M.
4 & 5	SE $\frac{1}{4}$	13	24	4 East, W.M.
6 & 7	NE $\frac{1}{4}$	24	24	4 East, W.M.
4 & 5	SE $\frac{1}{4}$	24	24	4 East, W.M.
and the remainder of the	SE $\frac{1}{4}$	24	24	4 East, W.M.
Portion of 1 and all of 3	NW $\frac{1}{4}$	25	24	4 East, W.M.
Portion of 1 and all of 2	NE $\frac{1}{4}$	25	24	4 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	25	24	4 East, W.M.
4 & 5	SW $\frac{1}{4}$	25	24	4 East, W.M.
	SW $\frac{1}{4}$	25	24	4 East, W.M.
Portion of 1	NW $\frac{1}{4}$	36	24	4 East, W.M.
Portion of 1 and all of 2 & 3	NE $\frac{1}{4}$	36	24	4 East, W.M.
6	SW $\frac{1}{4}$	6	24	5 East, W.M.
1, 2 & 3	NW $\frac{1}{4}$	7	24	5 East, W.M.
Portion of 4	NW $\frac{1}{4}$	7	24	5 East, W.M.
	SW $\frac{1}{4}$	7	24	5 East, W.M.
Portion of 4 and all of 5	SE $\frac{1}{4}$	7	24	5 East, W.M.
and the remainder of the	SE $\frac{1}{4}$	7	24	5 East, W.M.
10 & 11	SW $\frac{1}{4}$	8	24	5 East, W.M.
	NW $\frac{1}{4}$ & SW $\frac{1}{4}$	18	24	5 East, W.M.
1	NE $\frac{1}{4}$	18	24	5 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	18	24	5 East, W.M.
2 & 3	SE $\frac{1}{4}$	18	24	5 East, W.M.
and the remainder of the	SE $\frac{1}{4}$	18	24	5 East, W.M.
1	NW $\frac{1}{4}$	17	24	5 East, W.M.

7712060812

Government Lot	Quarter Section	Section	Township	Range
	NW $\frac{1}{4}$ & SW $\frac{1}{4}$	19	24	5 East, W.M.
1 & 2	NE $\frac{1}{4}$	19	24	5 East, W.M.
3 & 4	SE $\frac{1}{4}$	19	24	5 East, W.M.
	NW $\frac{1}{4}$	30	24	5 East, W.M.
1, 2 & 3	NE $\frac{1}{4}$	30	24	5 East, W.M.
and the remainder of the	NE $\frac{1}{4}$	30	24	5 East, W.M.
4 & 5	SE $\frac{1}{4}$	30	24	5 East, W.M.
6	SW $\frac{1}{4}$	30	24	5 East, W.M.
and the remainder of the	SW $\frac{1}{4}$	30	24	5 East, W.M.
1 & 2	NW $\frac{1}{4}$	31	24	5 East, W.M.
and the remainder of the	NW $\frac{1}{4}$	31	24	5 East, W.M.

All as shown and set forth on the map, Exhibit "A", attached hereto and made a part of this document.


Dated this 5<sup>th</sup> day of December, 1977.

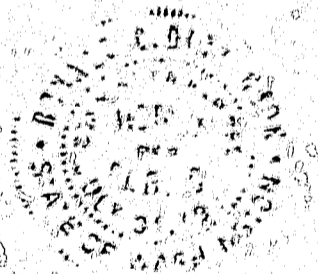
  
 Miles L. Fuller  
 Director of Utilities  
 City of Mercer Island

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

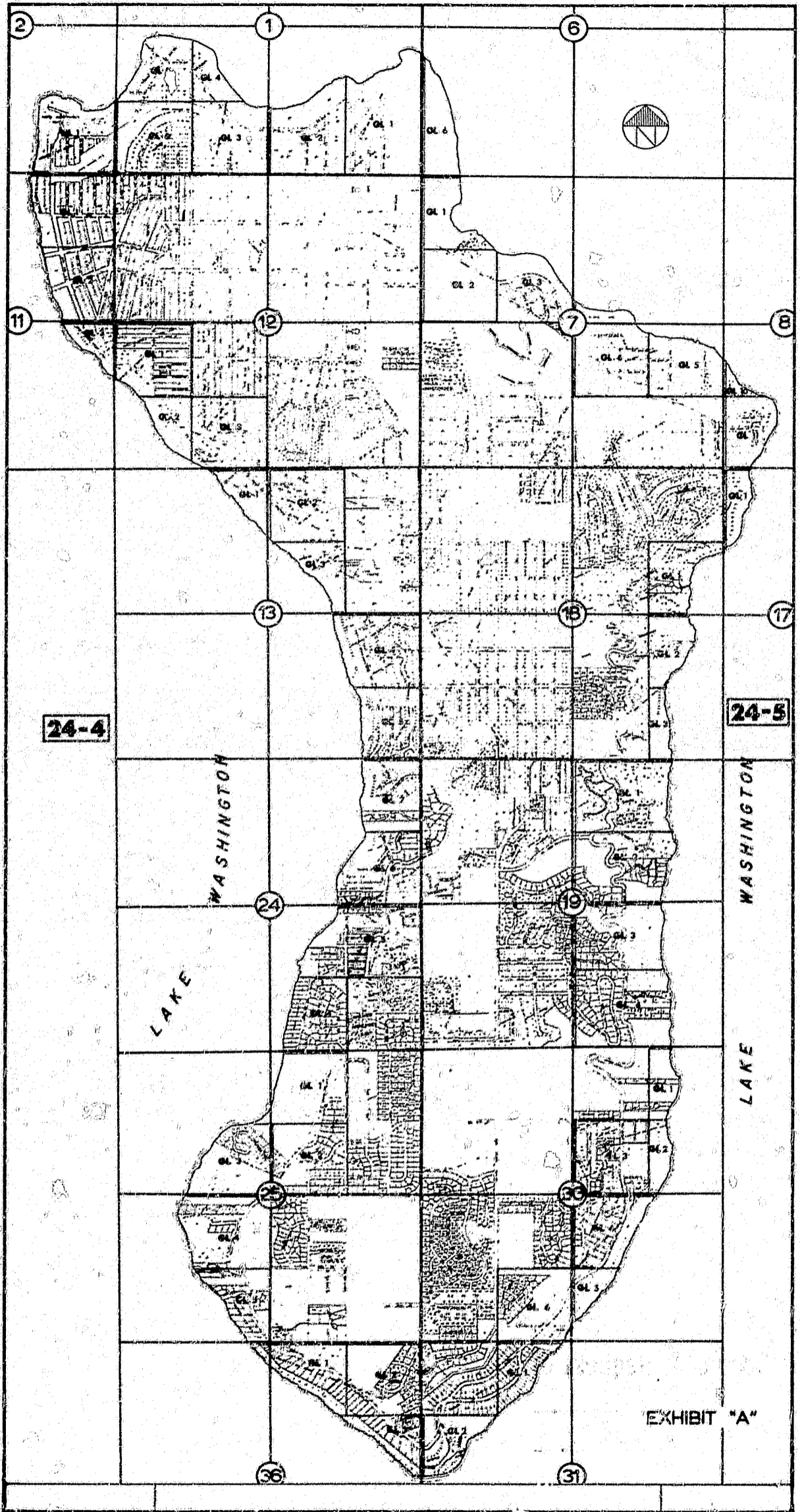
On this 5<sup>th</sup> day of December, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Miles L. Fuller to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the instrument as his 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.

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



7712060812



7712060812

Articles of this document poor quality for filing

**FILED for Record at Request of**

Name CITY OF MERCER ISLAND

Address 3505 88th Ave

MERCER ISLAND, WN 98040

**TICOR TITLE**

**(i8) 70175394**

When recorded, return to:  
Directors Mortgage, Inc.  
Attn: Final Document Department  
4550 Southwest Kruse Way, Suite 275  
Lake Oswego, OR 97035  
1-503-636-6000

Assessor's Parcel or Account Number: **228730-0140-05**

Abbreviated Legal Description: **LT. 14, EL DORADO FIRS**

[Include lot, block and plat or section, township and range]

Full legal description located on page 2

Trustee: Ticor Title

Title Order No.: 70175394  
Escrow No.: 70175394  
LOAN #: 210620615

[Space Above This Line For Recording Data]

**DEED OF TRUST**

**MIN 1002473-3000117785-8**  
**MERS PHONE #: 1-888-679-6377**

**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 **July 7, 2021**, together with all Riders to this document.

(B) "Borrower" is **THE MELISSA A JANKAUSKAS LIVING TRUST, AND THE INITIAL TRUSTEE, MELISSA A JANKAUSKAS.**

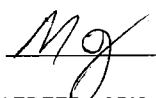
Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Directors Mortgage, Inc..**

Lender is **an Oregon Corporation,** organized and existing under the laws of **Oregon.**  
Lender's address is **4550 Southwest Kruse Way, Suite 275, Lake Oswego, OR 97035.**

(D) "Trustee" is **Ticor Title.**

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

Initials: 



LOAN #: 210620615

(F) "Note" means the promissory note signed by Borrower and dated July 7, 2021.  
The Note states that Borrower owes Lender **ONE HUNDRED FIFTY FIVE THOUSAND AND NO/100\***

Dollars (U.S. **\$155,000.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2036.**

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

(H) "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.

(I) "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]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Mortgage Electronic Registration Systems, Inc. Rider
- Other(s) [specify] **Inter Vivos Trust Rider**
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- V.A. Rider

(J) "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.

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(R) "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**

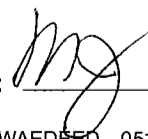
[Type of Recording Jurisdiction]

of **King**

[Name of Recording Jurisdiction]:

**LOT 14, EL DORADO FIRS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 63 OF PLATS, PAGE 24, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.**

**APN #: 228730-0140-05**

Initials: 



LOAN #: 210620615

which currently has the address of **5912 92nd Avenue SE, Mercer Island,**  
Washington **98040** ("Property Address"):  
[Street] [City]  
[Zip Code]

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.**

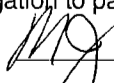
Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment 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

Initials: 





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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

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LOAN #: 210620615

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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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).

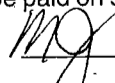
As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, 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

Initials: 



LOAN #: 210620615

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.

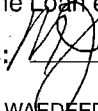
**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower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

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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

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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

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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.

  
MELISSA A JANKAUSKAS, AS TRUSTEE OF MELISSA A JANKAUSKAS LIVING TRUST  
07/07/21 (Seal) DATE



LOAN #: 210620615

BY SIGNING BELOW, the undersigned, Settlor(s) of Melissa A Jankauskas Living Trust, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Melissa A Jankauskas (SEAL) TRUST SETTLOR  
MELISSA A JANKAUSKAS

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS:

On this day personally appeared before me MELISSA A JANKAUSKAS to me known to be the individual party/parties described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My Appointment Expires on \_\_\_\_\_

Lender: Directors Mortgage, Inc.  
NMLS ID: 3240  
Loan Originator: Brett Burns  
NMLS ID: 320423

Initials: MJ  
WADEED 0518  
WADEED (CLS)  
07/07/2021 01:20 PM PST



STATE OF WASHINGTON

COUNTY OF KING

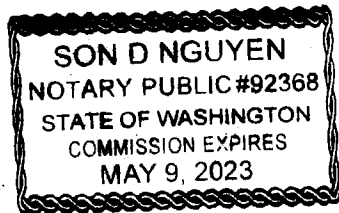
I certify that I know or have satisfactory evidence

MELISSA A. JANKAUSKAS

(s)are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as Trustee(s) of the MELISSA A. JANKAUSKAS LIVING TRUST

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 07/07/2021



[Signature]  
Notary Public  
Printed Name: SON D. NGUYEN  
My appointment expires MAY 9, 2023

LOAN #: 210620615  
MIN: 1002473-3000117785-8

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER**  
(MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **7th** day of **July, 2021**, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Directors Mortgage, Inc., an Oregon Corporation**

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:  
**5912 92nd Avenue SE, Mercer Island, WA 98040.**

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:  
"Lender" is **Directors Mortgage, Inc..**

Lender is **an Oregon Corporation** organized and existing under the laws of **Oregon.** Lender's address is **4550 Southwest Kruse Way, Suite 275, Lake Oswego, OR 97035.**

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.



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**B. TRANSFER OF RIGHTS IN THE PROPERTY**

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

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]:

**LOT 14, EL DORADO FIRS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 63 OF PLATS, PAGE 24, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.**

**APN #: 228730-0140-05**

which currently has the address of **5912 92nd Avenue SE, Mercer Island,**

[Street][City]

**WA 98040**

("Property Address"):

[State] [Zip Code]

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."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

**C. NOTICES**

Section 15 of the Security Instrument is amended to read as follows:

**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



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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. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. 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.

**D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE**

Section 20 of the Security Instrument is amended to read as follows:

**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. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. 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.



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E. SUBSTITUTE TRUSTEE

Section 24 of the Security Instrument is amended to read as follows:

**24. Substitute Trustee.** In accordance with Applicable Law, Lender or MERS 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.

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

Melissa A. Jankauskas 07/07/2021 (Seal)  
MELISSA A JANKAUSKAS, AS TRUSTEE OF MELISSA A JANKAUSKAS LIVING TRUST DATE

BY SIGNING BELOW, the undersigned, Settlor(s) of Melissa A Jankauskas Living Trust, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Melissa A. Jankauskas (SEAL) TRUST SETTLOR  
MELISSA A JANKAUSKAS



LOAN #: 210620615

## INTER VIVOS REVOCABLE TRUST RIDER

### DEFINITIONS USED IN THIS RIDER

(A) "Revocable Trust" means **Melissa A Jankauskas Living Trust**

created under trust instrument dated

(B) "Revocable Trust Trustee(s)" means **Melissa A Jankauskas**

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means **Melissa A Jankauskas**

settlor(s) of the Revocable Trust.

(D) "Lender" means **Directors Mortgage, Inc., an Oregon Corporation**

(E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property" means the property described in the Security Instrument and located at: **5912 92nd Avenue SE  
Mercer Island, WA 98040**

**THIS INTER VIVOS REVOCABLE TRUST RIDER** is made this **7th** day of **July, 2021** and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

#### **A. ADDITIONAL BORROWER(S)**

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.



LOAN #: 210620615

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

Melissa A. Jankauskas 07/07/2021 (Seal)  
MELISSA A JANKAUSKAS, AS TRUSTEE OF MELISSA A JANKAUSKAS LIVING TRUST DATE

BY SIGNING BELOW, the undersigned, Settlor(s) of Melissa A Jankauskas Living Trust, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Melissa A. Jankauskas (SEAL) TRUST SETTLOR  
MELISSA A JANKAUSKAS



Record Date:6/8/2021 4:20 PM

Electronically Recorded King County, WA

After Recording Return To:

ATTN: BETTER MORTGAGE POST-CLOSING  
BMC (101)  
2704 ALT 19 NORTH  
PALM HARBOR, FLORIDA 34683  
Loan Number: 1407897774

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

### DEED OF TRUST

**MIN:** 100529000001419878

**MERS Phone:** 888-679-6377

Grantor(s) (Last name first, then first name and initials):

- 1. AHRENHOLZ, JEFFREY M.
- 2. AHRENHOLZ, NICOLE C.
- 3.
- 4.
- 5.
- 6.

Additional names on page \_\_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials):

- 1. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS)
- 2. SPRUCE LAND SERVICES SOUTHWEST LLC
- 3. BETTER MORTGAGE CORPORATION ISAOA
- 4.
- 5.
- 6.

Additional names on page \_\_\_\_\_ of document.

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

The following described real estate, situated in the County of King, State of Washington:  
Lot 1, Block 4, Timberland No. 4, according to the Plat Thereof recorded in Volume 60 of Plats, Page 41,  
records of King County, Washington.

Full legal description on page 22 of document.

Assessor's Property Tax Parcel(s) or Account Number(s): 865090-0075

Reference Number(s) Assigned or Released:

Additional references on page \_\_\_\_\_ of document.

## 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 JANUARY 22, 2021, together with all Riders to this document.

(B) **"Borrower"** is JEFFREY M. AHRENHOLZ AND NICOLE C. AHRENHOLZ, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) **"Lender"** is BETTER MORTGAGE CORPORATION, ISAOA

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA  
Lender's address is 3 WORLD TRADE CENTER, 175 GREENWICH STREET, 59TH FLOOR, NEW YORK, NEW YORK 10007

(D) **"Trustee"** is SPRUCE LAND SERVICES SOUTHWEST LLC  
6100 TENNYSON PKWY #225, PLANO, TEXAS 75024

(E) **"MERS"** is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) **"Note"** means the promissory note signed by Borrower and dated JANUARY 22, 2021  
The Note states that Borrower owes Lender FIVE HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 548,250.00) plus interest.  
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 1, 2036

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

(H) **"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.

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

(J) **"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.

(K) **"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.

(L) **"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.

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

(N) **"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.

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

(P) **"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.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(R) **"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 of KING :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N. : 865090-0075

which currently has the address of 9204 SE 60TH ST  
[Street]  
MERCER ISLAND, Washington 98040 ("Property Address");  
[City] [Zip Code]

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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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.

  
\_\_\_\_\_  
JEFFREY M. AHRENHOLZ (Seal)  
-Borrower

  
\_\_\_\_\_  
NICOLE C. AHRENHOLZ (Seal)  
-Borrower

\_\_\_\_\_  
Witness

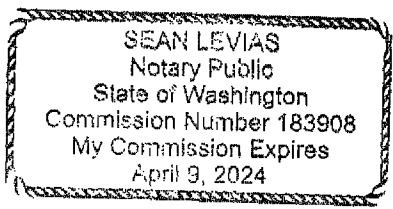
\_\_\_\_\_  
Witness

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

State of WASHINGTON )  
County of KING )

I certify that I know or have satisfactory evidence that JEFFREY M. AHRENHOLZ AND  
NICOLE C. AHRENHOLZ  
\_\_\_\_\_  
(name of signer)

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



(Seal or stamp)

Dated: 1/22/2021

Sean Levias  
Signature

Notary  
Title

My appointment expires: 4/9/2024

Loan Originator: ELISE ROSMARIN, NMLSR ID 1942754  
Loan Originator Organization: BETTER MORTGAGE CORPORATION, NMLSR ID 330511

## MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER (MERS Rider)

MIN: 100529000001419878

Loan Number: 1407897774

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 22nd day of JANUARY, 2021, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to BETTER MORTGAGE CORPORATION, A CALIFORNIA CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:

9204 SE 60TH ST, MERCER ISLAND, WASHINGTON 98040  
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

### A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is BETTER MORTGAGE CORPORATION, ISAOA  
Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA. Lender's address is 3 WORLD TRADE CENTER, 175 GREENWICH STREET, 59TH FLOOR, NEW YORK, NEW YORK 10007  
Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.

**B. TRANSFER OF RIGHTS IN THE PROPERTY**

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

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 of KING :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N. : 865090-0075

which currently has the address of 9204 SE 60TH ST

[Street]

MERCER ISLAND WASHINGTON 98040 ("Property Address");  
[City] [State] [Zip Code]

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."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

**C. NOTICES**

Section 15 of the Security Instrument is amended to read as follows:

**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. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. 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.

**D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE**

Section 20 of the Security Instrument is amended to read as follows:

**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. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. 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.

**E. SUBSTITUTE TRUSTEE**

Section 24 of the Security Instrument is amended to read as follows:

**24. Substitute Trustee.** In accordance with Applicable Law, Lender or MERS 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.

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

  
\_\_\_\_\_  
JEFFREY M. AHRENHOLZ (Seal)  
-Borrower

  
\_\_\_\_\_  
NICOLE C. AHRENHOLZ (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

## EXHIBIT A Legal Description

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

Lot 1, Block 4, Timberland No. 4, according to the Plat Thereof recorded in Volume 60 of Plats, Page 41, records of King County, Washington.

Parcel ID No.: 865090-0075

**After Recording Return To:**

Boeing Employees' Credit Union  
PO Box 97050  
Seattle, WA 98124-9750

(Space Above This Line For Recording Data)

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

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 26, 2023

(B) "Borrower" is  
JEFFREY M. AHRENHOLZ AND NICOLE C. AHRENHOLZ, HUSBAND AND WIFE

Borrower is the grantor under this Security Instrument.

(C) "Lender" is Boeing Employees' Credit Union  
Lender is a Credit Union  
organized and existing under the laws of the State of Washington  
Lender's address is PO Box 97050, Seattle, Washington 98124 -9750  
Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Trustee Services, Inc. PO Box 2980 3647 NW Byron Street #200 Silverdale, WA 98383

(E) "Agreement" means the  
Credit Line Account Variable Interest Rate Home Equity Secured Open-End Credit Agreement and  
Truth-In-Lending Disclosure

signed by Borrower and dated July 26, 2023. The Agreement states that  
Borrower may, from time to time, obtain advances not to exceed at any time an amount equal to the  
Maximum Credit Limit (as defined therein) of

Three Hundred Fifty Thousand and 00 / 100 \*\*\*\*\*

Dollars (U.S. \$ \$350,000.00 ) plus interest. Borrower has promised to pay this debt in regular  
Periodic Payments and to pay the debt in full not later than July 31, 2048

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property." Loan Reference Number 2017641033

Abbreviated Legal Description:

L1 Blk4 Timberland No 4 V60 P41 King Co WA

Full Legal Description is on page 2.

Assessor's Property Tax Parcel Number: 865090-0075

(G) "Loan" means the debt owed under the Agreement, plus interest, any late charges or other fees and  
charges due under the Agreement, and all sums due under this Security Instrument, plus interest.

(H) "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]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider

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

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

\_\_\_\_\_ County of \_\_\_\_\_ King \_\_\_\_\_  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SITUATED IN THE COUNTY OF KING AND STATE OF Washington, CITY OF MERCER ISLAND: LOT 1, BLOCK 4, TIMBERLAND NO. 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 60 OF PLATS, PAGE 41, IN KING COUNTY, WASHINGTON.  
APN: 865090-0075

which currently has the address of

Mercer Island, Washington 9204 SE 60th St  
[City] [Street] ("Property Address");  
98040  
[Zip Code]

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

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

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Late Charges or other Fees and Charges.** Borrower shall pay when due the principal of, and interest on, the debt owed under the Agreement and late charges or other fees and charges due under the Agreement. Payments due under the Agreement and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may

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

Payments are deemed received by Lender when received at the location designated in the Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 10. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 16 then Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Agreement immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law

requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's

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

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

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

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

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

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

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

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

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

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

uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

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

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

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

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

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

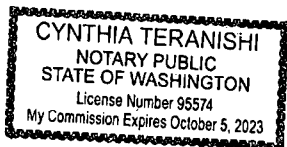


STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this day personally appeared before me JEFFREY M. AHRENHOLZ AND  
Full Name(s) of Signer(s)  
NICOLE C. AHRENHOLZ

to me known or identified on the basis of identification documents to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26 day of JULY, 2023.  
Day Month Year



(seal)

Cynthia Teranishi

Notary Public in and for the State of Washington  
Residing at: BELLEVUE

My commission expires: 10-5-2023