

ORDER NO.:  
5207142749

REF. NO.:  
2030 RENTALS LLC

GUARANTEE NO.:  
A46014-SGW-206361

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED  
HERETO AND MADE A PART OF THIS GUARANTEE,



**OLD REPUBLIC NATIONAL  
TITLE INSURANCE COMPANY**

, herein called the Company,

**GUARANTEES**


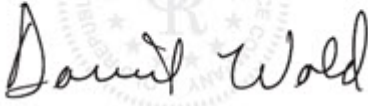
the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: March 23rd, 2021 at 08:00 AM

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Corporation  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Countersigned:

By   
Validating Officer

By  *C. Monroe* *President*  
Attest  *David Wold* *Secretary*

SCHEDULE A

GUARANTEE NO.: A46014-SGW-206361  
ORDER NO.: 5207142749  
REF. NO.: 2030 RENTALS LLC  
LIABILITY: \$400.00  
FEE: \$300.00  
DATED: March 23rd, 2021 at 08:00 AM

A. Name of Assured:

DIMENSION PROPERTIES

The assurances referred to on the face page are:

B. Title to the land described herein is vested in:

2030 RENTALS, LLC

C. There are no easements, leases, options to purchase, mortgages, or deeds of trust which purport to affect said land, other than those shown as follows:

1. Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.

2. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Deed  
Granted To : King County  
For : Right to make necessary slopes for cuts or fills  
Recorded : [January 25, 1938 in Official Records under Recording Number 2982058](#)

3. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Avigation Easement  
Granted To : Port of Seattle, a Washington State municipal corporation  
For : Avigation  
Recorded : [April 13, 1999 in Official Records under Recording Number 9904132564](#)  
Affects : Airspace

4. Terms and provisions as contained in an instrument,

Entitled : Easement for Sewer Lines  
Executed By : 2030 Rentals, LLC and Valley View Sewer District, a municipal corporation  
Recorded : [February 18, 2021 in Official Records under Recording Number 20210218002413](#)

5. Any insufficiency of the property description contained in the instrument,

Entitled : Quit Claim Deed  
By/From : Manish Mangal, a single man  
To : 2030 Rentals LLC  
Recorded : [June 4, 2015 in Official Records under Recording Number 20150604000392](#)

NOTE: In connection therewith, said Deed contains an erroneous legal description.

6. Any insufficiency of the property description contained in the instrument,

Entitled : Quit Claim Deed  
By/From : Eastside Funding, LLC  
To : Manish Mangal  
Dated : February 27, 2015  
Recorded : [March 10, 2015 in Official Records under Recording Number 20150310000632](#)

NOTE: In connection therewith, said Deed contains an erroneous legal description.

7. Any insufficiency of the property description contained in the instrument,

Entitled : Trustee's Deed Upon Sale  
By/From : Quality Loan Service Corporation of Washington  
To : Manish Mangal and Eastside Funding LLC, for security purposes only  
Recorded : [March 10, 2015 in Official Records under Recording Number 20150310000631](#)

NOTE: In connection therewith, said Deed contains an erroneous legal description.

8. Any question of delivery, defect or invalidity in the title to said land arising out of or occasioned by the Deed,

From : 2030 Rentals LLC, a Washington limited liability company  
To : Mitch Homes LLC  
Recorded : [December 1, 2020 in Official Records under Recording Number 20201201002861](#)

In order to vest through the Deed the other Deeds need to be re-recorded.

9. GENERAL TAXES, PLUS INTEREST AND PENALTY AFTER DELINQUENT; 1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1:

Year : 2021  
Amount Billed : \$4,842.65  
Amount Paid : \$0.00  
Tax Account No. : 162304-9226-00  
Levy Code : 2212

Assessed Valuation

Land : \$190,000.00  
Improvements : \$191,000.00

10. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Recorded : [December 1, 2020 in Official Records under Recording Number 20201201002861](#)

D. The land is situate in the County of King, City of Seatac, State of Washington, and is described as follows:

(See attached Exhibit 'A')

E. The abbreviated legal description is provided to enable the document preparer to conform with the requirements of RCW 65.04.045:

Portion of the Northeast quarter of the Southeast quarter of Section 16, Township 23 North, Range 4 East, W.M.

## SCHEDULE OF EXCLUSIONS FROM COVERAGE

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

## **GUARANTEE CONDITIONS**

### **1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

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

### **2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT**

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

### **3. NO DUTY TO DEFEND OR PROSECUTE**

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

### **4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE**

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

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

any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. PROOF OF LOSS OR DAMAGE**

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

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

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

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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

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

shall be surrendered to the Company for cancellation.

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

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

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

## **7. DETERMINATION AND EXTENT OF LIABILITY**

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

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

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

## **8. LIMITATION OF LIABILITY**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

## **9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

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

## **10. PAYMENT OF LOSS**

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



**11. SUBROGATION UPON PAYMENT OR SETTLEMENT**

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

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

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

**12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

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

**13. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

ORDER NO.:  
5207142749

REF. NO.:  
2030 RENTALS LLC

GUARANTEE NO.:  
A46014-SGW-206361

**EXHIBIT 'A'**

The land referred to is situated in the County of King, City of Seatac, State of Washington, and is described as follows:

That portion of Northeast quarter of the Southeast quarter of Section 16, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Subdivision; and  
RUNNING THENCE North 89° 45' 06" West along the South line thereof, 721.63 feet;  
THENCE North 1° 40' 11" East parallel to the East line of said Subdivision, 100 feet to the True Point of Beginning;  
THENCE continuing North 1° 40' 11" East 60 feet;  
THENCE North 89° 45' 06" West 231.22 feet to the East margin of 29th Avenue South;  
THENCE South 1° 40' 11" West along said East margin, 60 feet;  
THENCE South 89° 45' 06" East 231.22 feet to the True Point of Beginning;

TOGETHER WITH that portion of Northeast quarter of the Southeast quarter of Section 16, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Subdivision; and  
RUNNING THENCE North 89° 45' 06" West, along the South line thereof, 721.63 feet;  
THENCE North 1° 40' 11" East parallel to the East line of said Subdivision, 30 feet to the True Point of Beginning;  
THENCE continuing North 1° 40' 11" East 70 feet;  
THENCE North 89° 45' 06" West 231.22 feet to the East margin of 29th Avenue South;  
THENCE South 1° 40' 11" West along said East margin 70 feet;  
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SITUATE in the County of King, State of Washington

ORDER NO.:  
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GUARANTEE NO.:  
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SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED  
HERETO AND MADE A PART OF THIS GUARANTEE,



# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

, herein called the Company,

## GUARANTEES


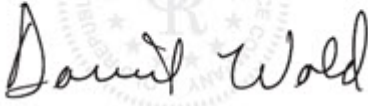
the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: February 23rd, 2021 at 08:00 AM

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Corporation  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Countersigned:

By   
Validating Officer

By  *President*  
Attest  *Secretary*

SCHEDULE A

GUARANTEE NO.: A46014-SGW-206361  
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The assurances referred to on the face page are:

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C. There are no easements, leases, options to purchase, mortgages, or deeds of trust which purport to affect said land, other than those shown as follows:

1. Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.

2. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Deed  
Granted To : King County  
For : Right to make necessary slopes for cuts or fills  
Recorded : [January 25, 1938 in Official Records under Recording Number 2982058](#)

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By/From : Manish Mangal, a single man  
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Entitled : Quit Claim Deed  
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Tax Account No. : 162304-9226-00  
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Improvements : \$191,000.00

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D. The land is situate in the County of King, City of Seatac, State of Washington, and is described as follows:

(See attached Exhibit 'A')

E. The abbreviated legal description is provided to enable the document preparer to conform with the requirements of RCW 65.04.045:

Portion of the Northeast quarter of the Southeast quarter of Section 16, Township 23 North, Range 4 East, W.M.

## SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
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### **1. DEFINITION OF TERMS**

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- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
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An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

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

### **4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE**

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

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



any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. PROOF OF LOSS OR DAMAGE**

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

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

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

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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

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

shall be surrendered to the Company for cancellation.

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

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

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

## **7. DETERMINATION AND EXTENT OF LIABILITY**

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

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

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

## **8. LIMITATION OF LIABILITY**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

## **9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

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

## **10. PAYMENT OF LOSS**

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

**11. SUBROGATION UPON PAYMENT OR SETTLEMENT**

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

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

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

**12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

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

**13. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

ORDER NO.:  
5207142749

REF. NO.:  
2030 RENTALS LLC

GUARANTEE NO.:  
A46014-SGW-206361

**EXHIBIT 'A'**

The land referred to is situated in the County of King, City of Seatac, State of Washington, and is described as follows:

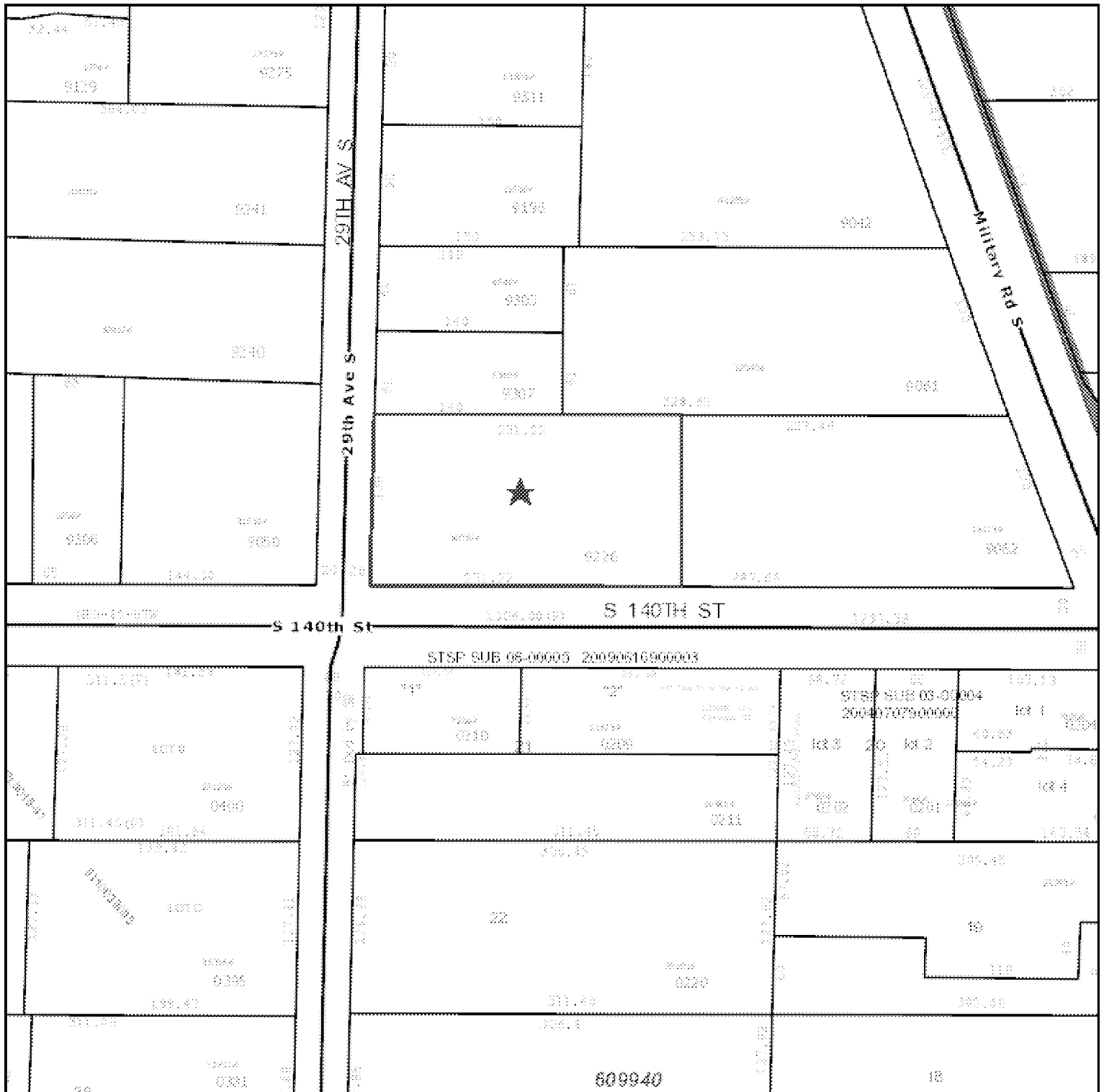
That portion of Northeast quarter of the Southeast quarter of Section 16, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Subdivision; and  
RUNNING THENCE North 89° 45' 06" West along the South line thereof, 721.63 feet;  
THENCE North 1° 40' 11" East parallel to the East line of said Subdivision, 100 feet to the True Point of Beginning;  
THENCE continuing North 1° 40' 11" East 60 feet;  
THENCE North 89° 45' 06" West 231.22 feet to the East margin of 29th Avenue South;  
THENCE South 1° 40' 11" West along said East margin, 60 feet;  
THENCE South 89° 45' 06" East 231.22 feet to the True Point of Beginning;

TOGETHER WITH that portion of Northeast quarter of the Southeast quarter of Section 16, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Subdivision; and  
RUNNING THENCE North 89° 45' 06" West, along the South line thereof, 721.63 feet;  
THENCE North 1° 40' 11" East parallel to the East line of said Subdivision, 30 feet to the True Point of Beginning;  
THENCE continuing North 1° 40' 11" East 70 feet;  
THENCE North 89° 45' 06" West 231.22 feet to the East margin of 29th Avenue South;  
THENCE South 1° 40' 11" West along said East margin 70 feet;  
THENCE South 89° 45' 06" East 231.22 feet to the True Point of Beginning.

SITUATE in the County of King, State of Washington



29TH AVE S

MILITARY RD S

S 140TH ST

S 140TH ST

STSP SUB 08-00003 20090616900003

STSP SUB 08-00003 20090616900003

609940

18

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.

geoAdvantage

# QUIT-CLAIM DEED

The grantor herein L. S. Barnes and Helen Barnes

for the consideration of Five (\$5) Dollars

and also of benefits to accrue to them

through their

in a County of King

as a public trust and hereby certify that the same is a true and correct copy of the original as the same appears in the records of the County of King, Washington, to-wit: the south 30' of the west 1/4 of the east 1/2 of the last 3rd sec. of the 2-3-1/4 of Section 10, Twp. 23 N., R. 11 W., 1st P.M. western 1/2 of the 1/4 sec. Containing 27 acres more or less, 1/4 Sec. 140th Street between 24th So. & Military Road.

*A. B. Barnes*  
*Wanda Barnes*

STATE OF WASHINGTON

COUNTY OF KING

1954

SS

1954

L. S. Barnes

their

and for the State of Washington and the County of King, Seattle

QUIT-CLAIM DEED

FROM

TO

COUNTY OF

Dated

FILED FOR RECORD AT SEATTLE

BY: H. S. BARNES

County Clerk, King County, Wash.

on the

at

and

of

County

Washington

City

1954 JUN 25 10 54  
STAR MILLER, ACTOR  
KING COUNTY, WASH.  
DEPUTY

20052155

Port of Seattle/Noise Remedy  
19639 28<sup>th</sup> Avenue South  
Seattle, Washington 98198

CW809055-1

### AVIGATION EASEMENT

11

Instruments contained herein

- o
- o Subordination Agreement
- o

Parcel No. S-2678  
 W.O. No. G2325  
 Tax Parcel: 162304-9226-00

1. This easement is conveyed from **Terry D. Hayes and Julia Hayes** (hereafter "Grantor") to the Port of Seattle, a Washington State municipal corporation (hereafter "the Port").

2. Grantor is the owner of land and improvements thereto located at **13848 29th Ave S** in the City of **SeaTac**, County of **King**, State of **Washington**, and described as follows:

**That portion of the northeast quarter of the southeast quarter of Section 16, Township 23 North, Range 4 East W.M., in King County, Washington (SEE ADDITIONAL LEGAL DESCRIPTION ON PAGE 2 ATTACHED) (hereafter "Premises").**

3. The Port is the proprietor of the **Seattle-Tacoma International Airport**.

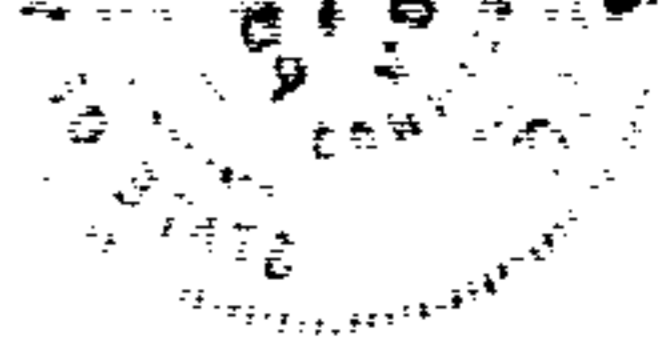
4. Grantor, Grantor's heirs, executors, administrators, successors, and assigns, in consideration of the Port's agreement to assist with certain modifications and installations on the Premises for noise-impact reduction purposes, and as required under R.C.W. 53.54.030(3), conveys and warrants to the Port, its successors and assigns, a permanent and non-exclusive easement for the free and unobstructed use and passage of all types of aircraft (as hereinafter defined) through the airspace over or in the vicinity of the Premises, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Said easement shall be appurtenant to and for the benefit of the real property now commonly known as **Seattle-Tacoma International Airport ("Airport")**, including any additions thereto wherever located, hereafter made by the Port or its successors and assigns and for the benefit of the Port, its successors, assigns, guests and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport. As further provided in Paragraph 5, said easement and burden, together with the Easement level for average yearly noise exposure at the parcel (as defined in Paragraph 5) and noise associated conditions, which may be alleged to be incident to or to result from flights of aircraft over or in the vicinity of the Premises or in landing at or taking off from the Airport, shall constitute permanent burdens on the Premises. The burdens and conditions described within this easement shall run with the land and be binding upon and enforceable against all successors in right, title, or interest to said real property. Grantor furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

5. The Easement Level for average yearly noise exposure as that term is used in Paragraph 4 shall be determined by reference to the Port's 1991 FAA accepted noise contour map showing noise contours at intervals of one decibel day/night level (DNL). The base level for this parcel is the yearly average noise exposure at the more severe of the two contour lines that lie on either side of the property and is **67 DNL**. The Easement Level shall not be deemed to be exceeded unless anyone so claiming establishes that the yearly average noise exposure as defined herein has increased by more than 1.5 DNL above the base level. Absent such a showing, the

9904132564

990413-2564 01:02:00 PM KING COUNTY RECORDS 004 SCS 11.00

ENGINE TAX NOT RECORDED  
 KING COUNTY RECORDS DIVISION  
 By: [Signature] Deputy



9904132564

easement shall continue in full force and effect as to all noise and noise associated conditions reaching or affecting the parcel. If the Easement Level is exceeded, the easement shall nonetheless remain in full force and effect as to all noise and noise associated conditions falling within the Easement Level.

6. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

7. Grantor covenants that Grantor is the owner in fee simple of the Premises, and that at the time of signing this avigation easement, Grantor has full ownership rights and powers to convey this easement free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature, and Grantor covenants with the Port, its successors, and assigns, to warrant and forever defend against all and every person or persons claiming any right or title adverse to the easement herein granted.

8. Except as provided in this easement, this easement shall neither enlarge nor diminish any rights of either party existing prior to the date of this easement as provided by law.

Dated this 18 day of March, 1999.

GRANTORS

Terry D. Hayes  
Terry D. Hayes

Julia Hayes  
Julia Hayes

STATE OF WASHINGTON)

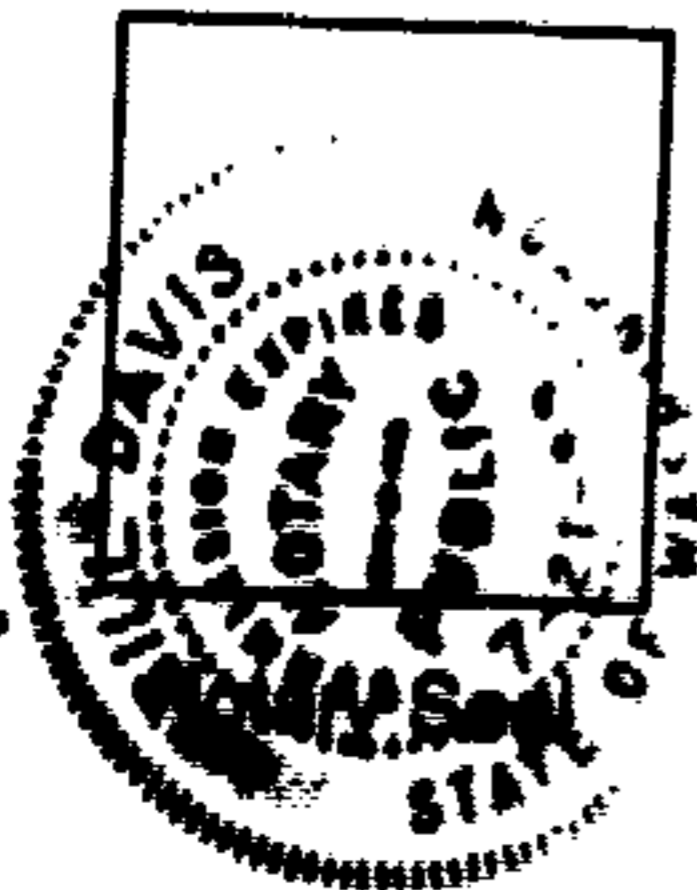
COUNTY OF KING )

)ss.:

I hereby certify that I know or have satisfactory evidence that **Terry D. Hayes** and **Julia Hayes** is/are 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: March 18th, 1999

B. Davis  
Notary Public in and for the State of Washington  
Residing at: Seattle, WA  
My appointment expires on July 21, 1999.





Hayes Residence  
Parcel No. S2678

**SUBORDINATION AGREEMENT**

Countrywide Home Loans, Inc. ("Subordinator") claims or may claim a lien against the Premises, described in the attached avigation easement ("Easement"), said lien being described as follows:

**Beneficiary (lienholders)** - Countrywide Home Loans, Inc.  
**Amount** - \$ 150,830.00  
**Date** - March 6, 1997  
**Recording Number** - 9703060555

Subordinator, in consideration of the anticipated enhancement of the Premises' value by the modifications and improvements to the Premises to be made under the Port's Noise Insulation Program, unconditionally subordinates the above-referenced lien and all renewals, modifications, replacements, and extensions thereof and all other and future liens of the Subordinator against the Premises to the Easement. Subordinator, its heirs, administrators, assigns and successors in interest shall be bound by this subordination agreement, which shall be recorded concurrently with the Easement.

This subordination is given solely for the purpose of preventing the Easement from being eliminated in any judicial or non-judicial foreclosure of any lien Subordinator may hold in the Premises that otherwise might be found superior to the Easement. To the extent that the rights under the Easement may be interpreted as granting the Easement Grantee, Port of Seattle (the "Port") the right to foreclose, the Port hereby waives such rights and agrees that it will not foreclose the Easement or take any action that would eliminate Subordinator's lien.

Dated this 19<sup>th</sup> day of February, 1998.

Ronn A. Pisapia, Vice President  
Subordinator (Name)  
Title

State of California )  
County of Ventura ) ss.:

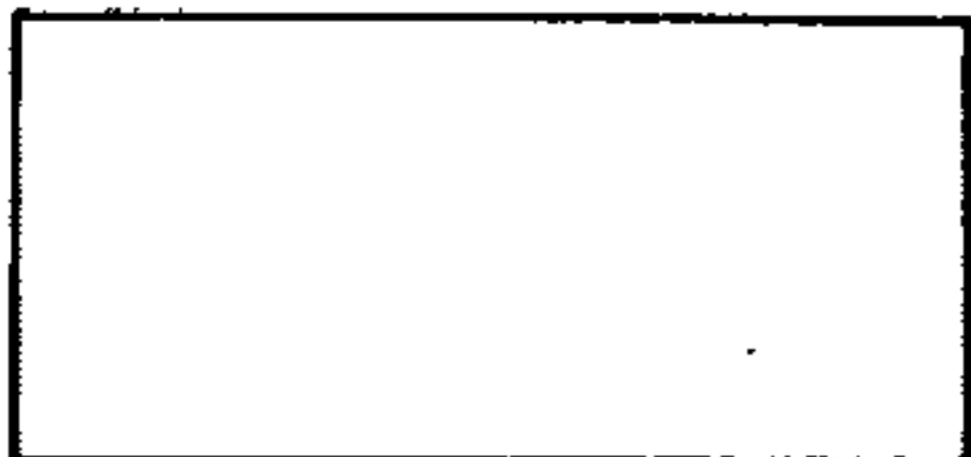
I hereby certify that I know ~~or have satisfactory evidence that~~ Ronn A. Pisapia is the person who appeared before me, and said person acknowledged it as the (title) Vice President of (company) Countrywide Home Loans, Inc. and the signing of this instrument was a free and voluntary act of said person for the uses and purposes mentioned therein.



Notary Public in and for the

State of California  
of Ventura County  
residing at 400 Countrywide Way Simi Valley  
My commission expires  
on May 25, 2002

Notary seal



9904132564

Title to the fee estate or interest in said land is at the effective date hereof vested in:

TERRY D. HAYES AND JULIA HAYES, husband and wife

The land referred to in this Commitment is situated in the County of King, State of Washington, and described as follows:

That portion of the northeast quarter of the southeast quarter of Section 16, Township 23 North, Range 4 East W.M., in King County, Washington, described as follows:

Beginning at the southeast corner of said subdivision; and running thence north  $89^{\circ}45'06''$  west along the south line thereof 721.63 feet; thence north  $1^{\circ}40'11''$  east parallel to the east line of said subdivision, 100 feet to the true point of beginning; thence continuing north  $1^{\circ}40'11''$  east 60 feet; thence north  $89^{\circ}45'06''$  west 231.22 feet to the east margin of 29th Avenue South; thence south  $1^{\circ}40'11''$  west along said east margin 60 feet; thence south  $89^{\circ}45'06''$  east 231.22 feet to the true point of beginning;

AND

That portion of the northeast quarter of the southeast quarter of Section 16, Township 23 North, Range 4 East W.M., in King County, Washington, described as follows:

Beginning at the southeast corner of said subdivision; and running thence north  $89^{\circ}45'06''$  west along the south line thereof, 721.63 feet; thence north  $1^{\circ}40'11''$  east parallel to the east line of said subdivision, 30 feet to the true point of beginning; thence continuing north  $1^{\circ}40'11''$  east 70 feet; thence north  $89^{\circ}45'06''$  west 231.22 feet to the east margin of 29th Avenue South; thence south  $1^{\circ}40'11''$  west along said east margin 70 feet; thence south  $89^{\circ}45'06''$  east 231.22 feet to the true point of beginning.

9904132564

**20150310000631**EASTSIDE FUNDI TO 75.00  
PAGE-001 OF 004  
03/10/2015 11:49  
KING COUNTY, WA

WHEN RECORDED MAIL TO:  
**EASTSIDE FUNDING LLC**  
**3933 LAKE WASHINGTON BLVD NE #100**  
**KIRKLAND WA 98033**  
**Forward Tax Statements to the address given above**

**E2717558**03/10/2015 11:49  
KING COUNTY, WA  
TAX \$10.00  
SALE \$0.00

PAGE-001 OF 001

TS No.: **WA-14-615035-TC**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title Order No.: **8414036**Trustor: **RANDY STEVENSON AND CORA L. STEVENSON, HUSBAND AND WIFE**Deed of Trust Instrument/Reference No.: **20060803001539**

Deed of Trust book/page (if applicable):

Notice of Sale Instrument/Reference No.: **20141030001108**

MERS MIN No.: 100073020061419519 MERS Telephone No. 1-888-679-6377

**TRUSTEE'S DEED UPON SALE**A.P.N.: **162304-9226-00**TRANSFER TAX: **\$0.00**

The GRANTOR, **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**, as current Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Successor Trustee) under that Deed of Trust in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, all right title and interest to

**MANISH MANGAL AND EASTSIDE FUNDING LLC., FOR SECURITY PURPOSES ONLY**

(herein called GRANTEE), to all real property (the "Property"), situated in the County of **KING**, State of Washington, described as follows:

**THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; AND RUNNING THENCE NORTH 89°45'06" WEST ALONG THE SOUTH LINE THEREOF, 721.63 FEET; THENCE NORTH 1°40'11" EAST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION, 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°40'11" EAST 60 FEET; THENCE NORTH 89°45'06" WEST 231.22 FEET TO THE EAST MARGIN OF 29TH AVENUE SOUTH; THENCE SOUTH 1°40'11"**

WEST ALONG SAID EAST MARGIN 60 FEET; THENCE SOUTH 89°45'06" EAST 231.22 FEET TO THE TRUE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; AND RUNNING THENCE NORTH 89°45'06" WEST ALONG THE SOUTH LINE THEREOF, 721.63 FEET; THENCE NORTH 1°40'11" EAST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION, 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°40'11" EAST 70 FEET; THENCE NORTH 89°45'11" WEST 231.22 FEET TO THE EAST MARGIN OF 29TH AVENUE SOUTH; THENCE SOUTH 1°40'11" WEST ALONG SAID EAST MARGIN 70 FEET; THENCE SOUTH 89°45'06" EAST 231.22 FEET TO THE TRUE POINT OF BEGINNING.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the current Trustee by that certain Deed of Trust between **RANDY STEVENSON AND CORA L. STEVENSON, HUSBAND AND WIFE**, as original Grantor, to **STEWART TITLE**, as original trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FREEDOM HOME MORTGAGE CORPORATION**, as original Beneficiary, dated 7/25/2006 and recorded 8/3/2006 as instrument number 20060803001539 of the Official Records in the office of the Recorder of **KING**, Washington.
2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of **\$360,000.00** with interest thereon, according to the terms thereof, and other sums of money which might become due and payable under the terms of said Deed of Trust.
3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the current Trustee has no actual knowledge that the Property is used principally for agricultural or farming purposes.
4. That a Default occurred in the obligations secured and/or covenants of the Deed of Trust referenced in paragraph one (1), as set forth in the Notice of Trustee's Sale described below, and that the current Trustee, transmitted the Notice of Default to the required parties, and that a copy of said Notice was posted or served in accordance with law.
5. The current Trustee has been instructed to exercise the power of sale in accordance with and under the relevant terms of the above referenced Deed of Trust and the Washington Deed of Trust Act.
6. That because the defaults specified in the "Notice of Default" were not cured, the current Trustee, in compliance with the terms of the Deed of Trust, recorded on 10/30/2014 in the **KING** County, Washington recorder's Office, a "Notice of Trustee's Sale" of the Property as instrument no. **20141030001108**.
7. The current Trustee fixed the place of sale as: **At the main entrance to the Administration Building, 500 4th Avenue, Seattle, WA 98104**, in the State of Washington, a public place, at **10:00 AM**. In accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to the statutory minimum number of days before the final sale; further, the current

Trustee caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of the sale, and once between the fourteenth and the seventh day before the date of the sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure."

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust.
9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW.
10. That because the defaults specified in the "Notice of Trustee's Sale" were not cured at least ten days prior to the date scheduled for the Trustee's Sale and said obligation secured by said Deed of trust remained unpaid, on **2/27/2015**, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the GRANTOR then and there sold the Property at public auction to said GRANTEE, the highest bidder therefore, for the sum of **\$210,700.00**, in the form of cash, certified check, cashier's check, money order, or funds received by verified electronic transfer, as provided in chapter 61.24.070 RCW.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, GRANTEE understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the current Trustee made no representations to GRANTEE concerning the Property and that the current Trustee owed no duty to make disclosures to GRANTEE concerning the Property, GRANTEE relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

In witness thereof, **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**, as GRANTOR, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: **WA-14-615035-TC**

Date: 3/4/15

**QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**

By: *Janice Stavee*  
**Janice Stavee , Assistant Secretary**

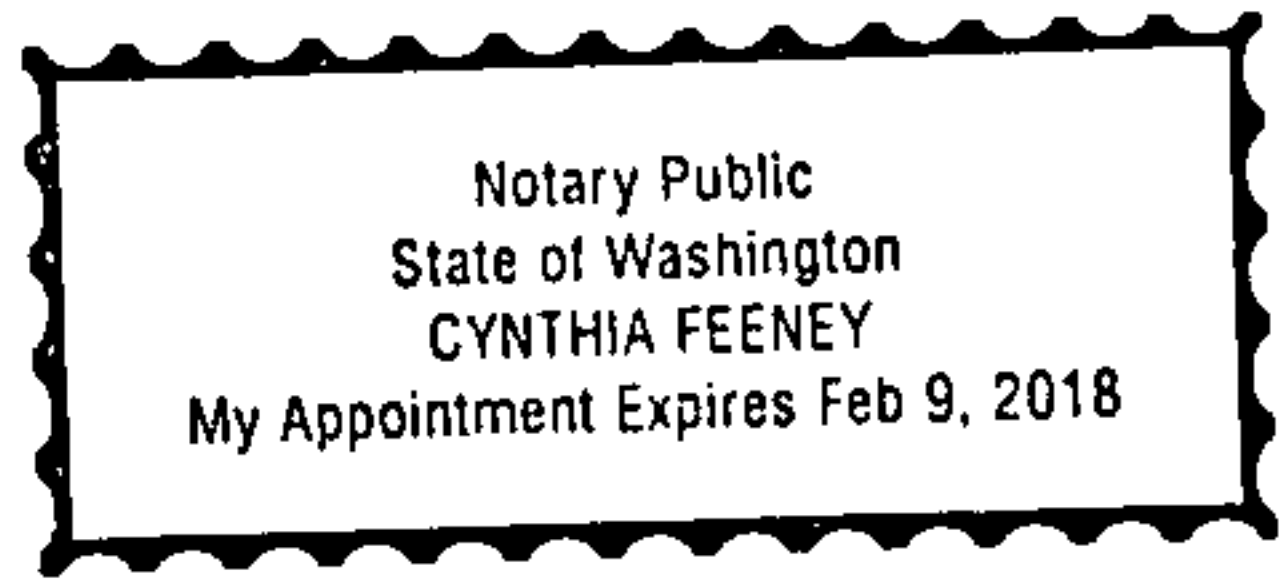
State of : Washington)

County of: King)

I certify that I know or have satisfactory evidence that Janice Stavee is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument

Dated: 3-4-15

*Cynthia Feeney*  
Signature  
*Cynthia Feeney*  
Title  
Default clerk - Notary  
My appointment expires: Feb 9, 2018



AFTER RECORDING MAIL TO:

Name Eastside Funding, LLC

Address 3933 Lake Washington Blvd NE #100

City, State, Zip Kirkland, WA 98033

Filed for Record at Request of:

Eastside Funding, LLC



**20150310000632**

EASTSIDE FUNDI QCD 74.00  
PAGE-001 OF 003  
03/10/2015 11:49  
KING COUNTY, WA

**QUIT CLAIM DEED**

**THE GRANTOR(S)** Eastside Funding, LLC

for and in consideration of to release security interest only as reflected in Trustee's Deed recorded prior hereto

conveys and quit claims to Manish Mangal

the following described real estate, situated in the County of King,

State of Washington:

ABBREVIATED LEGAL: THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, KING CO., WA. SEE ATTACHED FOR FULL LEGAL.

This Quit Claim Deed is not intended to release or reconvey the beneficial interest in favor of Grantor in any Deed of Trust or other security instrument recorded subsequent hereto.

Assessor's Property Tax Parcel/Account Number: 162304-9226-00

Dated: 02/27/2015

By 

EXCISE TAX NOT REQUIRED

King County Records Division

By , Deputy

STATE OF WASHINGTON

)  
)-ss  
)

COUNTY OF KING

I certify that I know or have satisfactory evidence that Mike Wesolowski  
(is/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) (is/are) authorized to execute the instrument and acknowledged it as the Authorized Signer of Eastside Funding, LLC to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 02/27/2015

SARAH LODAHL

Notary Public in and for the state of Washington

My appointment expires: 3-9-18





**WA-14-615035-TC****EXHIBIT "A"**

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; AND RUNNING THENCE NORTH 89°45'06" WEST ALONG THE SOUTH LINE THEREOF, 721.63 FEET;

THENCE NORTH 1°40'11" EAST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION, 100 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°40'11" EAST 60 FEET;

THENCE NORTH 89°45'06" WEST 231.22 FEET TO THE EAST MARGIN OF 29<sup>TH</sup> AVENUE SOUTH;

THENCE SOUTH 1°40'11" WEST ALONG SAID EAST MARGIN 60 FEET;

THENCE SOUTH 89°45'06" EAST 231.22 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; AND RUNNING THENCE NORTH 89°45'06" WEST ALONG THE SOUTH LINE THEREOF, 721.63 FEET;

THENCE NORTH 1°40'11" EAST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION, 30 FEET TO THE TRUE POINT OF BEGINNING;

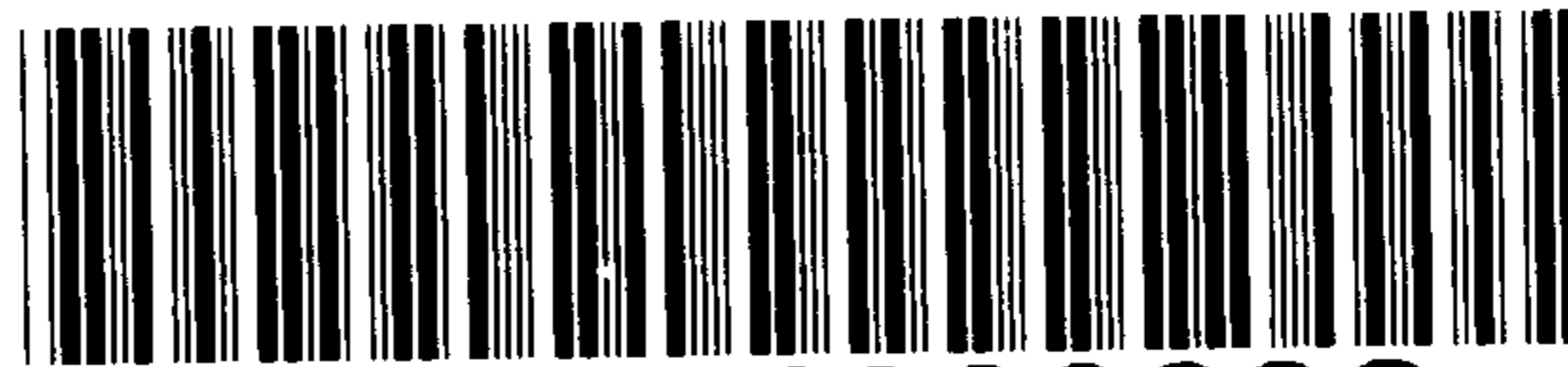
THENCE CONTINUING NORTH 1°40'11" EAST 70 FEET;

THENCE NORTH 89°45'11" WEST 231.22 FEET TO THE EAST MARGIN OF 29<sup>TH</sup> AVENUE SOUTH;

THENCE SOUTH 1°40'11" WEST ALONG SAID EAST MARGIN 70 FEET;

THENCE SOUTH 89°45'06" EAST 231.22 FEET TO THE TRUE POINT OF BEGINNING.

WHEN RECORDED RETURN TO:  
 2030 RENTALS LLC  
 PO BOX 58264  
 Seattle, WA 98138



**20150604000392**

MANGAL QCD 74.00  
 PAGE-001 OF 003  
 06/04/2015 11:21  
 KING COUNTY, WA

**E2734550**

06/04/2015 11:21  
 KING COUNTY, WA  
 TAX \$10.00  
 SALE \$0.00

PAGE-001 OF 001

### QUIT CLAIM DEED

Grantor(s): Manish Mangal  
 Grantee(s): 2030 Rentals LLC  
 Assessor's Tax Parcel Number(s): 162304-9226  
 Abbreviated Legal: Section 16, Township 23N, Range 4 East

Manish Mangal, a single man, for zero consideration (\$0.00), convey and quit claim to 2030 Rentals LLC, as separate estate interest in the following described real estate situated in the County of King, State of Washington:

#### Legal Description

That portion of Northeast Quarter of the Southeast Quarter of Section 16, Township 23N, Range 4 East, W.M., in King County, Washington. Described as follows:  
 Beginning at the Southeast corner of said subdivision; and running thence north 89 Degrees 45' 06" west along the south line thereof, 721.63 feet; thence North 1 Degree 40' 11" East parallel to the East line of said subdivision 100 feet to the true point of beginning; thence continuing North 1 Degree 40' 11" East 60 feet; thence North 89 Degrees 45' 06" West 231.22 feet to the East Margin of 29<sup>th</sup> Avenue South; Thence 1 Degree 40' 11" West along said East Margin 60 feet; thence South 89 Degree 45' 06" East 231.22 feet to the true point of beginning; together with that portion of Northeast Quarter of the Southeast Quarter of Section 16, township 23 North, Range 4 East, W.M., in King County, Washington describes as follows:  
 beginning at the Southeast corner of said subdivision; and running thence north 89 Degrees 45' 06" West along the South line thereof, 721.63 feet; thence north 1 Degree 40' 11" East parallel to the East line of said subdivision, 30 feet to the true point of beginning; thence continuing North 1 Degree 40' 11" East 70 feet; thence North 89 Degrees 45' 11" West 231.22 feet to the East Margin of 29<sup>th</sup> Avenue South; thence North 89 Degrees 45' 11" West along said East Margin 70 feet; thence South 89 Degrees 45' 06" east 231.22 feet to the true point of beginning.

Together with all after acquired title.



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**Manish Mangal**

04/21/2015

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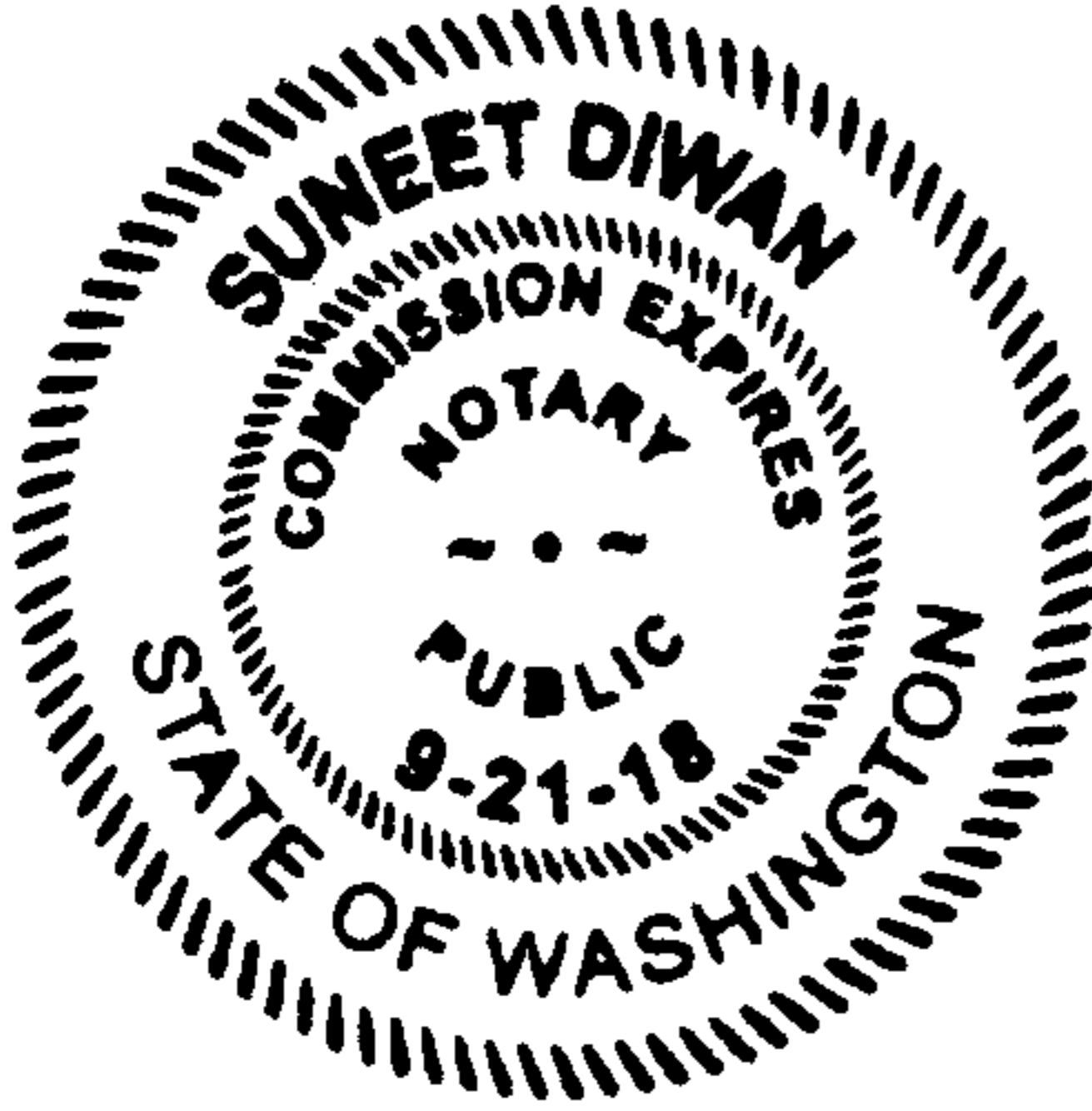
**Date**

STATE OF WASHINGTON )

COUNTY OF KING ) ss.  
)

I certify that I know or have satisfactory evidence that Manish Mangal is the person who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 21 day of April, 2015.



Notary Public in and for the State of Washington  
Print Name Suneeet Diwan  
Residing at Porter, WA  
My Commission Expires 9-21-18

Record Date:2/18/2021 4:56 PM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY AL VASSER, DEPUTY

Recording Requested By And  
When Recorded Mail To:  
Valley View Sewer District  
PO 69550  
Seattle, WA98168

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**DOCUMENT TITLE: EASEMENT FOR SEWER LINES**

**REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable**

**GRANTOR(S): 2030 RENTALS, LLC**

**GRANTEE(S): VALLEY VIEW SEWER DISTRICT**

**ADDRESS: 13848 29<sup>TH</sup> AVE S**

**ASSESSOR'S TAX / PARCEL NUMBER(S): 162304-9226**

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#### **EASEMENT FOR SEWER LINES**

The undersigned, 2030 Rentals, LLC, ("Grantor"), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants, conveys, and warrants to Valley View Sewer District, a municipal corporation in King County, Washington ("Grantee"), and its successors and assigns, a permanent easement for sewer lines including sewer lines and appurtenances thereto ("Easement") as follows:

1. Nature and Location of Easement. Grantor owns that certain real property legally described in *Exhibit "A"*, attached hereto and incorporated herein by this reference (the "Real Property"). The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through, and under a portion of the Real Property, such Easement as legally described on *Exhibit "B"* and as described and depicted on *Exhibit "C"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using, and operating sewer lines, together with all facilities, connectors, and appurtenances ("Sewer Lines"), including the right of ingress and egress thereto for said purposes.
2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use, and operate the Sewer Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Easement as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Sewer Lines.
3. Temporary Construction Easement. In addition to the Easement described herein, the Grantor further grants and conveys to the Grantee, its successors and assigns, a temporary construction easement extending 15' on each side of the described easement. Said temporary construction easement shall remain in force during construction and until such time as the sewers and appurtenances have been accepted for maintenance and operation by the District.


4. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit, or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Sewer Lines or endanger the lateral or other support of the Sewer Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences, retaining walls, and rockeries shall be erected over, upon, or within the Easement, and no trees, bushes, or other shrubbery shall be planted or maintained within the Easement without the prior written approval of the District, and as such approval may be conditioned by the District; provided, further, Grantor may use the surface of the Real Property within the Easement so long as such use does not interfere with the Easement or the Sewer Lines.

4. Binding Effect/Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor owns fee title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

5. Recording. Upon its execution, the Easement shall be recorded with the Office of Records and Elections, King County, Washington.

DATED this 5<sup>th</sup> day of January, 2021.

GRANTOR

By   
Signature

Ruchi Diwan  
Printed or typed name

Its Member  
Print or type position held

By \_\_\_\_\_  
Signature

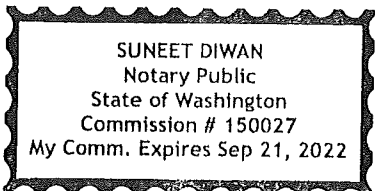
\_\_\_\_\_  
Printed or typed name

Its \_\_\_\_\_  
Print or type position held

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Rechi Diwan is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Member of 2030 Rentals LLC, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 5<sup>th</sup> day of January, 2019<sup>21</sup>



Signed Name: \_\_\_\_\_  
Printed Name: Suneet Diwan  
Notary Public in and for the State of Washington  
Commission Expires: 9/21/2022

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Signed Name: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF GRANTOR PARCEL**

(TL - 162304-9226)

That portion of Northeast quarter of the Southeast quarter of Section 16, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Subdivision; and  
RUNNING THENCE North  $89^{\circ} 45' 06''$  West along the South line thereof, 721.63 feet;  
THENCE North  $1^{\circ} 40' 11''$  East parallel to the East line of said Subdivision, 100 feet to the True Point of Beginning;

THENCE continuing North  $1^{\circ} 40' 11''$  East 60 feet;  
THENCE North  $89^{\circ} 45' 06''$  West 231.22 feet to the East margin of 29th Avenue South;  
THENCE South  $1^{\circ} 40' 11''$  West along said East margin, 60 feet;  
THENCE South  $89^{\circ} 45' 06''$  East 231.22 feet to the True Point of Beginning;

TOGETHER WITH that portion of the Northeast quarter of the Southeast quarter of Section 16, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Subdivision; and  
RUNNING THENCE North  $89^{\circ} 45' 06''$  West, along the South line thereof, 721.63 feet;  
THENCE North  $1^{\circ} 40' 11''$  East parallel to the East line of said Subdivision, 30 feet to the True Point of Beginning;  
THENCE continuing North  $1^{\circ} 40' 11''$  East 70 feet;  
THENCE North  $89^{\circ} 45' 06''$  West 231.22 feet to the East margin of 29th Avenue South;  
THENCE South  $1^{\circ} 40' 11''$  West along said East margin 70 feet;  
THENCE South  $89^{\circ} 45' 06''$  East 231.22 feet to the True Point of Beginning.

SITUATE in the County of King, State of Washington



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

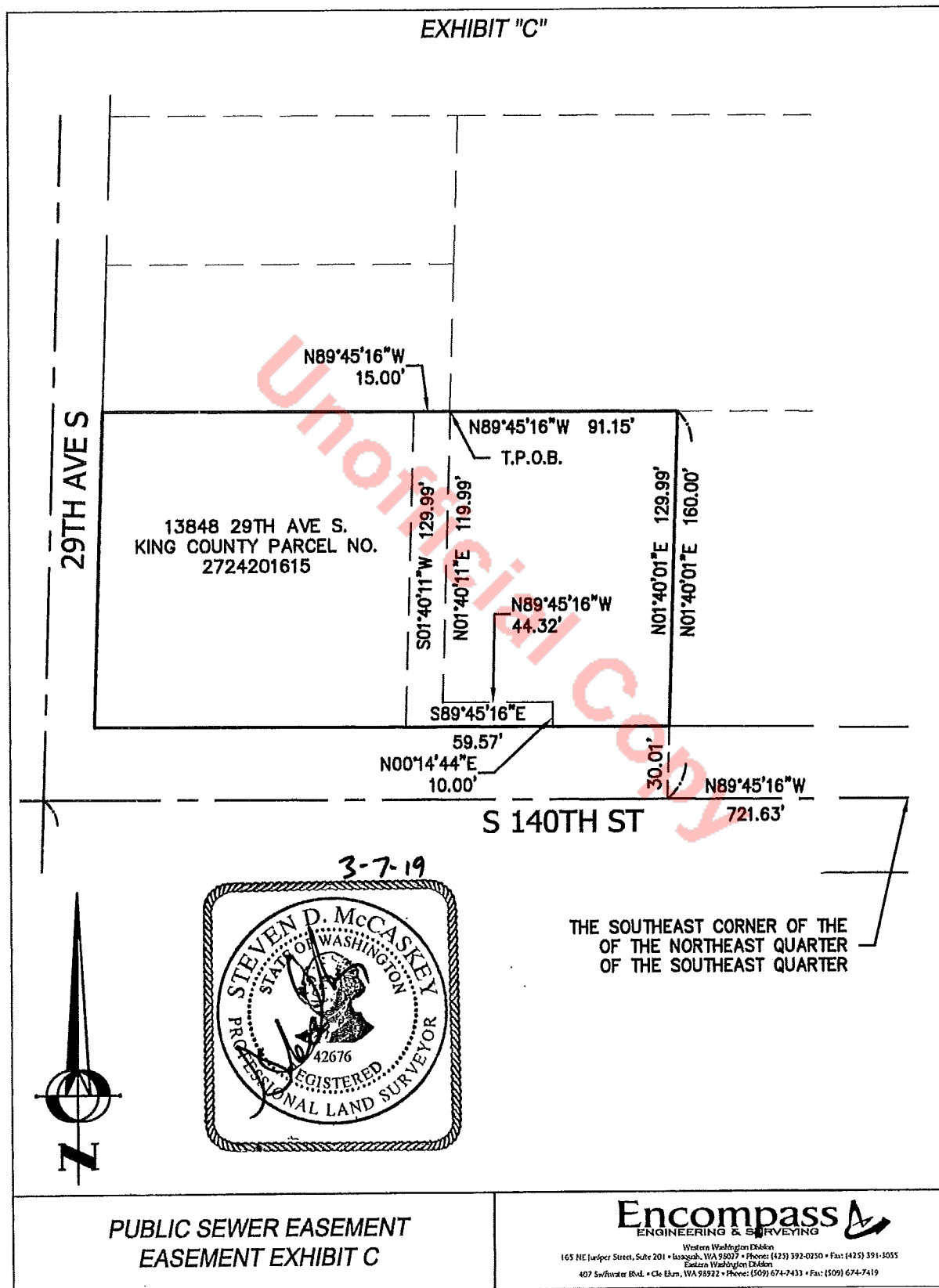
(TL - 162304-9226)

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;  
THENCE NORTH 89°45'16" WEST ALONG THE SOUTH LINE THEREOF 721.63 FEET;  
THENCE NORTH 1°40'01" EAST, PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 160 FEET;  
THENCE NORTH 89°45'16" WEST, A DISTANCE OF 91.15 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°45'16" WEST, A DISTANCE OF 15.00 FEET;  
THENCE SOUTH 01°40'11" WEST, A DISTANCE OF 129.99 FEET TO THE NORTH MARGIN OF SOUTH 140<sup>TH</sup> STREET;  
THENCE SOUTH 89°45'16" EAST, A DISTANCE OF 59.57 FEET;  
THENCE NORTH 00°14'44" EAST, A DISTANCE OF 10.00 FEET;  
THENCE NORTH 89°45'16" WEST, A DISTANCE OF 44.32 FEET;  
THENCE NORTH 01°40'11" EAST, A DISTANCE OF 119.99 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINS APPROXIMATELY 2,393.7 SQ. FT.





WHEN RECORDED RETURN TO:  
Mitch Homes LLC  
1900 South Puget Drive  
Suite 203  
Renton, WA 98055

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QUIT CLAIM DEED

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Grantor(s): 2030 Rentals LLC  
Grantee(s): Mitch Homes LLC  
Assessor's Tax Parcel Number(s): 162304-9226  
Abbreviated Legal: Section 16, Township 23 N, Range 4 East

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY

2030 Rentals LLC, a Washington Limited Liability Company, for zero consideration (\$0.00), convey and quit claim to Mitch Homes LLC, as separate estate interest in the following described real estate situated in the County of King, State of Washington:

Legal Description

That portion of the Northeast Quarter of the Southeast Quarter of Section 16 Township 23N, Range 4 East, W.M., in King County, Washington. Described as follows:

Beginning at the Southeast corner of said subdivision; and running thence north 89 degrees 45' 06" west along the south line thereof, 721.63 feet; thence North 1 degree 40' 11" East parallel to the East line of said subdivision 100 feet to the true point of beginning; thence continuing North 1 Degree 10' 11" East 60 feet; thence North 89 degrees 45' 06" West 231.22 feet to the East Margin of 29<sup>th</sup> Avenue South; Tence 1 Degree 40' 11" West along said East Margin 60 feet; thence South 89 degree 45' 06" East 231.22 feet to the true point of beginning; together with that portion of Northeast Quarter of the Southeast Quarter of Section 16, township 23 North, Range 4 East, W.M., in King County, Washington describes as follows:

Beginning at the Southeast corner of said subdivision; and running thence north 89 Degrees 45' 06" West along the South line thereof, 721.63 feet; thence north 1 Degree 40' 11" East parallel to the East ling of said subdivision, 30 feet to the true point of beginning; thence continuing North 1 Degree 40' 11" East 70 feet; thence North 89 Degrees 45' 11" West 231.22 West along said East Margin 70 feet; Thence South 89 Degrees 45' 06" east 231.22 feet.22 feet to the true point of beginning.

Together with all after acquired title.

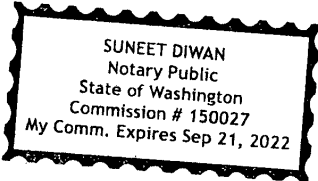
*Manish Mangal*  
Manish Mangal  
Manager, 2030 Rentals LLC

11/12/2020  
Date

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Manish Mangal of 2030 Rentals LLC is the person who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument. The signed represents to have full and completely authority to execute this Quit Claim Deed for and on behalf of 2030 Rentals LLC.

Given under my hand and official seal this 12<sup>th</sup> day of November, 2020.



*Suneet Diwan*  
Notary Public in and for the State of Washington  
Print Name Suneet Diwan  
Residing at Renton, WA  
My Commission Expires 9/21/2022