

King County has obtained title reports for notice purposes as required by Washington State law. We have furnished these title reports for viewing purposes ONLY. These documents are a public record, but should not be relied upon for personal use or as a basis for determining whether or not to bid on a parcel. King County makes no guarantee or warranty, expressed or implied that the information contained in the title reports is accurate or complete in scope or substance. They are restricted to the use of King County Treasury for the purpose of determining necessary parties defendant in an action concerning matters to be disclosed at a later date. **POTENTIAL BUYERS SHOULD NOT RELY ON THE INFORMATION PROVIDED IN SAID TITLE REPORTS, AND DO SO AT THEIR OWN RISK.**



First American

First American Title Insurance Company

818 Stewart St, Ste 800

Seattle, WA 98101

Phn - (206)728-0400 (800)826-7718

Fax -

King County Title Team

818 Stewart St, Ste. 800, Seattle, WA 98101

Fax No. (866) 904-2177

Fax No. (866) 561-3729

EMAIL: TITLEKINGWA@firstam.com

Pat Fullerton (206) 615-3055

Kelly Cornwall (206) 336-0725

Jennifer Salas (206) 615-3011

Peter Child (206) 336-0726

Kathy J. Turner (206) 336-0724

Curtis Goodman (206) 615-3069

Municipality Title Officer

**TAX FORECLOSURE
LITIGATION GUARANTEE**

LIABILITY Pursuant to
Contract Bid No.
1073-11

ORDER NO.: TFK2015221

FEE \$ 405.00

TAX \$38.88

YOUR REF.: 663230-0143-05

First American Title Insurance Company
a Corporation, herein called the Company
GUARANTEES

King County

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority;

All subject, however, to the exclusions from coverage, the limits of liability and other provisions of the conditions and stipulations hereto annexed and made a part of this Guarantee.

Dated: July 08, 2015 at 7:30 A.M.

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

THE HEIRS AT LAW OF DANA N. RATES, DECEASED AND NORA RATES, AS HER SOLE AND SEPARATE PROPERTY

Recording Number(s) of document(s) by which title was acquired: 9503310960 and 9801270907, copy(ies) attached.

Title acquired through King County Superior Court Cause No. 00-4-03893-1.

The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

Fee Simple Estate

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

THE NORTH 60 FEET OF THAT PORTION OF THE EAST 110 FEET OF LOT 6 IN BLOCK 3 OF PARAMOUNT PARK ADDITION, LYING SOUTH OF A LINE WHICH IS PARALLEL WITH AND 240 FEET NORTH (MEASURED ALONG THE EAST LINE OF SAID BLOCK 3) OF THE SOUTH LINE OF LOT 7 IN SAID BLOCK 3, AS PER PLAT RECORDED IN VOLUME 25 OF PLATS, PAGE 46, RECORDS OF KING COUNTY, WASHINGTON.

APN: 663230-0143-05

EXCEPTIONS:

1. This report is not to be used as a basis for closing any transaction affecting title to said property. It is restricted to use of the addressee for the purpose of determining necessary parties defendant in an action concerning matters to be disclosed at a later date.
2. Agreements, Conditions, Covenants, Reservations and Restrictions, and Easements created of record prior to January 1, 2012, if any.
3. General taxes payable in current and/or prior years and assessments or special levies, if any.
4. A financing statement recorded September 04, 2002 as 20020904002120 of official records.

Debtor: Nora M Rates
Secured party: First Mutual Savings Bank

A continuation statement was recorded July 20, 2007 and July 27, 2012 as 20070720001107 and 20120727000048 of official records .

5. Dana N Rates Sr died intestate.

Probate Case No.: 00-4-03893-1, King County
Personal Representative: Nora Rates
Attorney for Estate: Kenneth J. Levey

Said personal representative is authorized to administer the estate without intervention of court and to mortgage, convey or contract to convey decedent's interest in said premises.

6. Lien of succession taxes upon the estate of Dana N Rates Sr, deceased, King County, Probate Case No. 00-4-03893-1

INFORMATIONAL NOTES

- A. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- B. The Schedule of Exclusions from Coverage of this Guarantee and the Guarantee Conditions and Stipulations Form No. 1282 (Rev. 12/15/95) have been accepted by the Assured and are incorporated herein by reference. Said form has been delivered to the Assured as a master form rather than attached to each report individually, at the request of the Assured.
- C. We find no discrepancy between the tax assessor's legal description and the legal description of record.

APN: 663230-0143-05

PARCEL B

SESP 78-89

7901291012

0129

7202#

5

161.90

663230 0132

0132

6750#

110

0140

6600#

0139

10127#

663230 0141

0141

7216#

663230 0139

663230

0143

6600#

172.02

663230 0155

0155

9900#

282.02

0144

6490#s

663230 0146

0146

9368#

663230 0153

0153

6600#

663230 0151

0151

6600#

663230 0154

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663230 0163

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9748#

663230 0164

0164

7260#

151.1

663230 0134

0134

10346#

120.03

110

663230 0142

0142

6868#

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151.22

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108

67.22

663230 0164

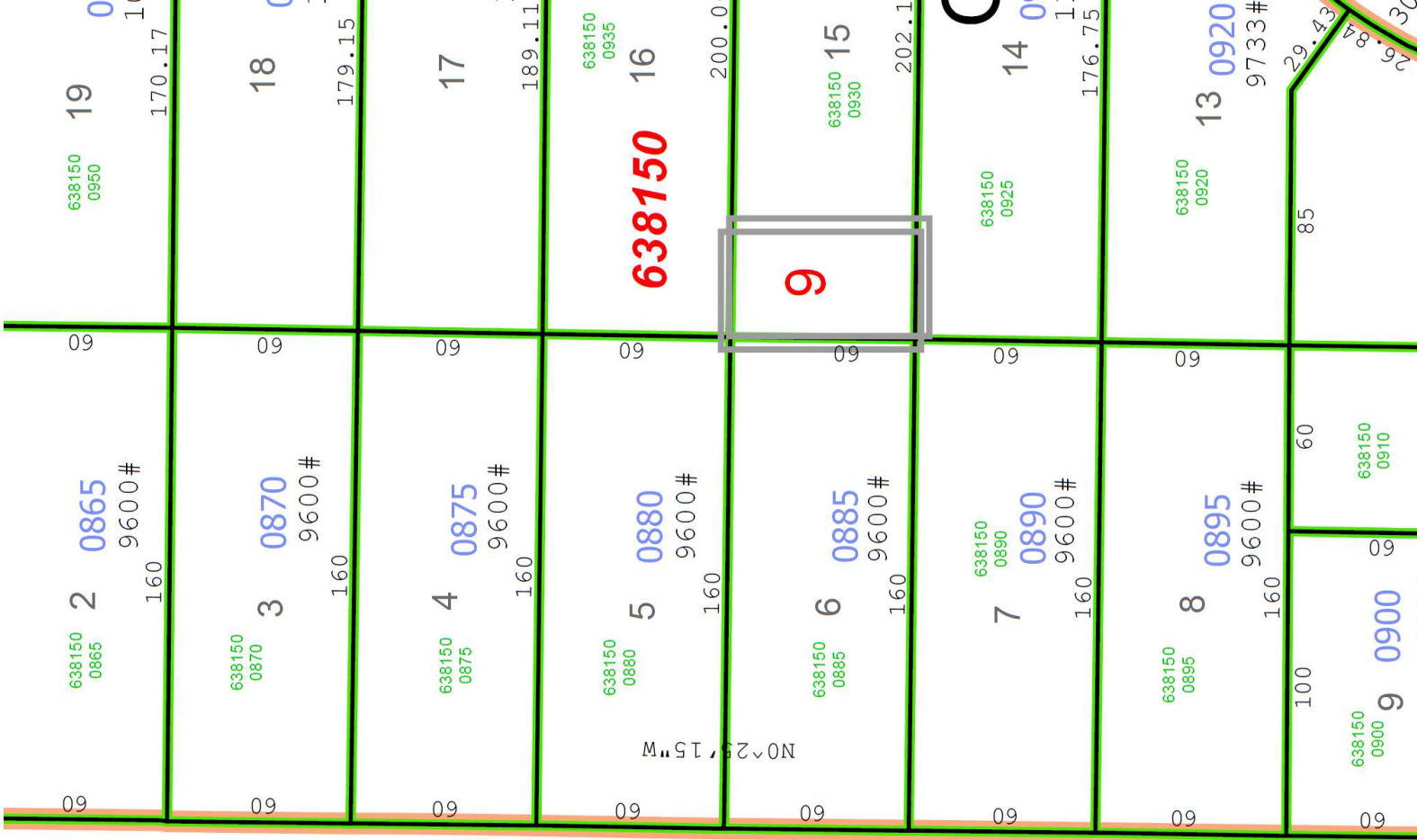
60

14.5

151.1

N0^44^33"E
664.54

B2187 p25





AFTER RECORDING MAIL TO
First Mutual Savings Bank
P.O. Box 1647
Bellevue, WA 98009-1647

UCC 2 FIXTURE FILING (County Auditor)

Indexing information required by the Auditor's/Recorder's Office	(please print last name first)
Reference # (if applicable) _____	
Debtor(s) (1) <u>RATES, NORMA</u> (2) _____	Add'l on pg _____
Secured Party(ies) (Assignee) (1) <u>First Mutual Bank</u>	
Add'l on pg _____	Legal Description (abbreviated) <u>FOR LLC, B3 PARAMOUNT PK ADD, V 25, P46</u>
Add'l legal is on page _____	Assessor's Property Tax Parcel/Account # <u>663230 0143 05</u>

2007 693 482 2126

PLEASE TYPE FORM

This FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE

- LEASE - This filing is for informational purposes only The terms debtor and secured party are to be construed as LESSEE and LESSOR
- CONSIGNMENT - This filing is for informational purposes only The terms debtor and secured party are to be construed as CONSIGNEE and CONSIGNOR

1 DEBTOR(S) (or assignor(s)) (last name first, and address(es)) <u>RATES, NORMA 14037 20TH AVENUE SEATTLE, WA 98124</u>	2 FOR OFFICE USE ONLY
4 SECURED PARTY(IES) (or assignee(s)) (name and address) <u>51-107729-03</u> First Mutual Savings Bank P.O. Box 1647 Bellevue, WA 98009	3 NO OF ADDITIONAL SHEETS ATTACHED 5 ASSIGNEE(S) OF SECURED PARTY(IES) (if applicable) (name and address(es))

6 This FIXTURE FILING covers the following types or items of property _____
(Description of property)

- The goods are to become fixtures on
- The property is timber standing on

The property is minerals or the like (including gas and oil) or accounts to be financed at the wellhead or minehead of the well or mine located on _____ (Describe real estate Use legal description)

SEE ATTACHMENT "A"

This FIXTURE FILING is to be filed for record in the real estate records. If the debtor does not have an interest of record in the realty, the name of the record owner is _____

Products of collateral are also covered

<p>FILE FOR RECORD WITH COUNTY AUDITOR OF COUNTY IN WHICH REAL PROPERTY IS LOCATED</p>	<p>7 RETURN ACKNOWLEDGMENT COPY TO First Mutual Savings Bank Sales Finance Department P.O. Box 1647 Bellevue, WA 98009-1647</p>
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8 This statement is signed by the Secured Party(ies) instead of the Debtor(s)

Complete fully if box (d) is checked
 Complete as applicable for (a), (b), and (c)

Original recording number _____

Filing office where filed _____

Former name of debtor(s) _____

(a) already subject to security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or

(b) which is proceeds of the original collateral described above in which a security interest was perfected, or

(c) as to which the filing has lapsed, or

(d) acquired after a change of name, identity, or corporate structure of the debtor(s)

2002 050 4002120

9 USE IF APPLICABLE

TYPE NAME(S) OF DEBTOR(S) (or assignor(s)) _____
 TYPE NAME(S) OF DEBTOR(S) (or assignor(s)) _____
 TYPE NAME(S) OF DEBTOR(S) (or assignor(s)) _____
 TYPE NAME(S) OF DEBTOR(S) (or assignor(s)) _____

10 TERMINATION STATEMENT The SECURED PARTY(IES) certifies that the SECURED PARTY(IES) no longer claim(s) a security interest under the FIXTURE FILING bearing the recording number shown above

NAME _____
 SIGNATURE _____
 DATE _____
 Return to County Auditor of County where original filing/recording was made

Attachment A
7739
Legal Description

THE NORTH 60 FEET OF THAT PORTION OF THE EAST 110 FEET OF LOT 6 IN BLOCK 3 OF PARAMOUNT PARK ADDITION, LYING SOUTH OF A LINE WHICH IS PARALLEL WITH AND 240 FEET NORTH (MEASURED ALONG THE EAST LINE OF SAID BLOCK 3) OF THE SOUTH LINE OF LOT 7 IN SAID BLOCK 3, AS PER PLAT RECORDED IN VOLUME 25 OF PLATS, PAGE 46, RECORDS OF KING COUNTY, WASHINGTON.

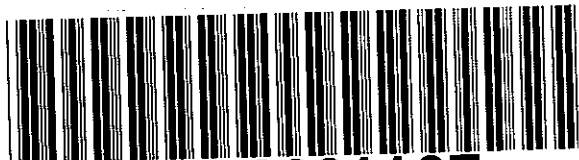
4602 650 4012125

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
LOAN SERVICING 800-775-8015

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
FIRST MUTUAL BANK
PO BOX 1647
BELLEVUE, WA 98009-1647



20070720001107
FIRST MUTUAL B UCC 32.00
PAGE 001 OF 001
07/20/2007 11:26
KING COUNTY, WA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20020904002120 9/04/2002
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
RATES NORA M

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME FIRST MUTUAL BANK
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
Brookston Sun 7-12-07

10. OPTIONAL FILER REFERENCE DATA
DEBTOR(S): RATES, NORA 51-107739-03 \$32 KING, WA

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

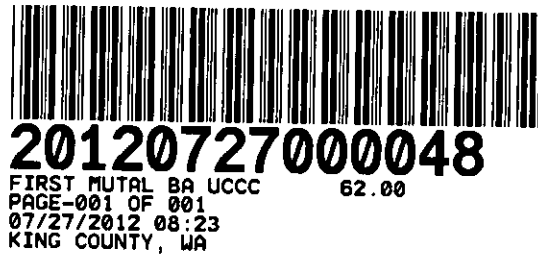
A. NAME & PHONE OF CONTACT AT FILER [optional]
LOAN SERVICING 800-775-8015

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST MUTUAL BANK

PO BOX 1647

BELLEVUE, WA 98009



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **20020904002120** 09/04/2002

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 8a or 8b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME RATES	FIRST NAME NORA	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
FIRST MUTUAL BANK

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

[Signature] 07/16/2012

10. **OPTIONAL FILER REFERENCE DATA**

DEBTOR: RATES, 51-107739-03 **KING, WA 62.00**

PARAMOUNT PARK ADDITION

Samuel J. Hanna & Co., Eng'rs.

Scale 1" = 200'

Description

This plat of Paramount Park Addition covers and includes all of the most desirable of the east portion of the 20th Street frontage... contains one block (240' x 330') of Dallas Twenty-one (21) in ...

It is hereby certified that this plat of Paramount Park Addition is based upon actual survey and subdivision of sections 22 & 23, the 24th & 26th Sts. ... from the distances and courses well marked and shown hereon ...

Dedication

This plat is by these persons, that are, the James Cable Company owner in the whole of the plat, and parties in this Paramount Park Addition, hereby dedicates the plat and available to the use of the State of Texas ...

It is the purpose of J. C. Hanna, Secretary, as of record.



Acknowledgment

This is to certify that on the 7th day of October 1912 before the undersigned a Henry Public, publicly appointed Public Auditor, State of Texas, Secretary of the James Cable Company, is now known to be the person who executed the foregoing acknowledgment and acknowledged that they appeared and declared themselves as true and voluntary and not coerced by the state and purchase thereon ...

Subscribed and sworn to before me this 7th day of October 1912, at Dallas, Texas.



Examined and approved this 27th day of February A.D. 1912. Thomas R. Hanson County Engineer

Examined and approved this 27th day of February A.D. 1912. Charles C. Bennett Chairman, Board of Public Improvement

Attest: J. N. Dutton Secretary



1558187

Filed for record at the office of King County Engineer Feb 27 A.D. 1912, at 10 o'clock ...

By: [Signature] County Auditor



When Recorded Return to:

RICHARD LLEWELYN JONES, P.S.
400 - 112th Avenue Northeast, Suite 300
Bellevue, Washington 98004-5517

REAL ESTATE CONTRACT

I. SPECIFIC TERMS

A. PARTIES, PROPERTY AND PURCHASE PRICE

- (1) Date: January 1, 1995
 - (2) Seller: Lawrence L. Pollock and Donna M. Pollock, husband and wife; personally and as Trustees, U.D.T. Dated March 26, 1993.
 - (3) Seller's Address: 2306 Mt. Baker Hwy., Bellingham, WA 98226
 - (4) Purchaser: Dana N. Rates and Nora Rates, husband and wife
 - (5) Purchaser's Address: 14037 20th Ave., N.E., Seattle, WA 98125-3307
 - (6) Real Property Legal Description: The North 60 feet of that portion of the East 110 feet of Lot 6 in Block 3 of Paramount Park Addition, Lying South of a line which is parallel with and 240 feet North (measured along the East line of said Block 3) of the South line of Lot 7 in said Block 3, as per Plat recorded in Volume 25 of Plats, Page 46, Records of King County, Washington.
Situate in the City of Seattle, County of King, State of Washington.
 - (7) Personal Property: None
 - (8) Title to be Conveyed: Fee Simple
 - (9) Form of Deed: Statutory Warranty Deed
 - (10) Title Exceptions: (include leases) None
 - (11) Amount Which Has Been Paid to Seller: \$-0-
Balance Due: \$-0-
 - (12) Purchaser to Pay to Seller: \$133,000.00
 - (13) Purchaser to Pay Directly to Holders of Prior Encumbrances: \$-0-
- TOTAL PURCHASE PRICE \$133,000.00

994938/742087 KK

9503310960

950331-0960 11:02:00 AM KING COUNTY RECORDS 016 PM 22.00

E1+22323 09/31/1995 2387.40 133000.00

REAL ESTATE CONTRACT

PAGE NO. 1

FILED FOR RECORD AT REQUEST OF
TRANSCONTINENTAL TITLE INSURANCE CO.
6000 14th Ave S
P.O. BOX 1433
BELLEVUE, WA 98000

9503310960

**B. TERMS OF DEFERRED AMOUNT
TO BE PAID TO SELLER:**

- (14) Interest Rate: 8.0% on the declining balance
- (15) Installment Periods: 30 yr amortization
- (16) First Installment Date: February 1, 1995
- (17) Installments Amounts: \$975.91 per month, or more at Purchasers' option, until all principal and accrued interest are paid in full.
- Final Payment Date: February 1, 2025
- (18) Default Rate: None
- (19) Late Charge: \$25.00 on any payment made over 3 days from the date due.
- (20) Prepayment Provisions: If Purchasers refinance or otherwise satisfy the subject obligation within the first 10 years, Purchasers agree to pay Sellers a sum equal to the Federal capital gains tax that may be charged to Sellers.
- (21) Prepayment Premium: None
- (22) Address to which Installment Amounts are to be Sent: 2306 Mt. Baker Hwy., Bellingham, WA 98226

C. TERMS OF PRIOR ENCUMBRANCES

D. MISCELLANEOUS

- (24) Portion of Purchase Price Allocated to Real Property: \$133,000.00
- Portion of Purchase Price Allocated to Personal Property: \$-0-
- (25) Is the Property to be used principally for agricultural or farming purposes: Yes No
- (26) Miscellaneous: None
- Identify any Exhibits Attached: None

THE SELLER AND THE PURCHASER HEREBY AGREE TO THE TERMS HEREINABOVE SET FORTH AND THE COVENANTS AND CONDITIONS CONTAINED IN THE ATTACHED GENERAL TERMS, ALL OF WHICH ARE INCORPORATED BY THIS REFERENCE. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE SPECIFIC TERMS (INCLUDING ANY EXHIBITS ATTACHED) AND THE GENERAL TERMS, THE FORMER SHALL CONTROL.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this agreement as of the date first above stated.

SELLERS:

Lawrence Pollock, trustee

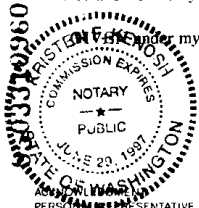
Dennis M. Pollock, trustee

PURCHASERS:

Dana N Rates
Nora Rates
"Purchasers"

STATE OF WASHINGTON)
) ss.
County of KING

On this 21st day of March, 1995, personally appeared LAURENCE L. POLLOCK
AND DONNA M. POLLOCK to me known to be the individuals described in and who executed
the within and foregoing instrument, and on oath stated that they were authorized to execute the instrument and acknowl-
edged it as the TRUSTEES, U.D.T. DATED MARCH 26, 1993 to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Given under my hand and official seal the day and year last above written.

Kristen F Kenosh KRISTEN F KENOSH
Notary Public in and for the State of Washington,
residing at Seattle
My appointment expires: 6/29/97

PERSONAL REPRESENTATIVE GUARDIAN, TRUSTEE, INDIVIDUAL OR PARTNER
Form 5998-10 (Rev. 11-86)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me DANA N. RATES and NORA RATES, husband and wife, to
me known to be the individual or individuals described in and who executed the within and foregoing instrument,
and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes
therein mentioned.

Given under my hand and official seal this 21st day of March, 1995.
KFK



Kristen F Kenosh KRISTEN F KENOSH
NOTARY PUBLIC in and for the State of Washington,
Residing at: Seattle
My commission expires: 6/29/97

II. GENERAL TERMS

1. AGREEMENT OF SALE. The Seller agrees to sell and the Purchaser agrees to purchase all that certain Real Property and Personal Property described in this contract and all of the Purchaser's improvements, fixtures, timber and crops currently and hereafter located thereon (herein collectively the "Property"), subject to the Title Exceptions listed in the Specific Terms hereof, to any of the Prior Encumbrances so listed which are not required to be discharged by the Seller prior to or at the time of the delivery of the Seller's deed to the Purchaser, and to any rights, titles, estates, leases, encumbrances and other interests suffered or created by the Purchaser, all for the considerations and subject to the terms, covenants and conditions herein contained.

2. PURCHASE PRICE. The Purchaser agrees to pay the Purchase Price to the order of the Seller in the manner set forth in the Specific Terms. The deferred portion of the Purchase Price which the Purchaser is to pay to the Seller shall be paid in the Installment Amounts, commencing on the First Installment Date and continuing on the same day of each Installment Period thereafter until the Final Payment Date, at which time all outstanding principal, together with accrued and unpaid interest thereon, shall be due and payable. Each payment of the Installment Amounts shall be first applied against the costs, expenses and late charges for which the Purchaser is then liable thereunder, secondly against interest, and thirdly against the principal then due to the Seller. Interest shall commence on the date of this contract and continue to accrue until the Seller receives all of the principal, and any sums not paid within fifteen (15) days after their respective due dates shall bear the Late Charge set forth in the Specific Terms. At any time during the term of this contract, all subsequent payments of Installment Amounts and sums for any tax or insurance reserve accounts be made through an escrow or collection account, the costs of which shall be borne by the requesting party unless otherwise agreed.

3. PRIOR ENCUMBRANCES. If this contract is being executed subject to any Prior Encumbrance, the Purchase Price is partially comprised of the principal due under the Prior Encumbrances as of the date hereof. The Seller hereby represents to the Purchaser that no Prior Encumbrance provides that it will become in default or accelerated or the interest rate thereon adjusted above the Interest Rate stated therefore in the Specific Terms hereof because of the execution, delivery and recordation of this contract. The Purchaser agrees with the Seller to comply with all of the terms of the Prior Encumbrances, including such obligations as may be in addition to those contained in or which may otherwise limit its rights under this contract, and the Purchaser hereby agrees to defend and indemnify the Seller from and against all losses, claims, demands and allegations arising as a result of the Purchaser's failure to comply with the Prior Encumbrances. In the event either of the parties hereto gives or receives a written notice to or from the holder of a Prior Encumbrance it will promptly transmit a copy of such notice to the other. The Specific Terms of this contract indicate the person responsible for tendering the amounts due to the holders of the Prior Encumbrances, and the two subparagraphs "(a)" and "(b)" immediately following this paragraph apply to said payments to be made by the Purchaser or the Seller, respectively.

(a) Purchaser Pays Directly. If it is indicated in the Specific Terms of this contract that the Purchaser is to pay any Prior Encumbrances directly to the holder thereof, the Purchaser hereby assumes and covenants and agrees with the Seller to make such payments on their respective due dates and any failure of the Purchaser to do so shall constitute a default under this contract. Said payments shall be in addition to the Installment Amounts. The Purchaser shall be solely responsible for paying any reserve amounts for taxes, insurance premiums or other purposes to which the holder of any Prior Encumbrances is entitled.

(b) Seller Pays if Purchaser is Not In Default. If it is indicated in the Specific Terms of this contract that the Seller is to continue to pay any Prior

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Encumbrances, the Installment Amounts include amounts to be used to make payments on said Prior Encumbrances (the "Wrapped Encumbrances"). The Purchaser, in addition to the installments of principal and interest hereinabove provided for, and to the extent required from time to time by the holders of the Wrapped Encumbrances, shall pay to the Seller with and in addition to each of the Installment Amounts hereunder an amount sufficient to satisfy all tax, insurance and other reserve deposits to which such holder is entitled and which are payable prior to the next due date of said installments. So long as the Purchaser is in no manner in default thereunder, the Seller shall make or cause to be made all of the payments of principal, interest and any reserve deposits required under the Wrapped Encumbrances as they become due and in accordance with their respective payment terms. The Purchaser shall not attempt to make any payment directly to the holders of any Wrapped Encumbrance or to in any way modify the terms thereof prior to the satisfaction of that portion of the indebtedness evidenced hereby which is to be retained by the Seller; provided, however, if the Seller fails to make any payment when due under any Wrapped Encumbrance the Purchaser may, upon first giving the Seller fifteen (15) days' written notice of its intent to do so and if such failure is not rectified within that period, pay the delinquent installment, and any penalties, late charges or additional interest due thereon and such other costs that are required by the holder of such Wrapped Encumbrance to cure such default, directly to the holder of the Wrapped Encumbrance in default and deduct from the Installment Amounts next due under this contract the amounts so expended, together with interest thereon at the Default Rate from the date of such payment to the date the Purchaser is reimbursed or the due date of the sum against which such offset is taken. Said notice period may be reduced if necessary to avoid the exercise of any remedy by the holder of such Wrapped Encumbrance. In the event the Seller fails to make such payments on three or more occasions, the Purchaser shall have the right to make all ensuing payments due under any of the Wrapped Encumbrances directly to the holder thereof and to deduct the same from the next Installment Amounts due under this contract by the amounts so paid. The Seller agrees to indemnify the Purchaser from and against all costs and expenses, including attorneys' fees, which are reasonably incurred by the Purchaser as a result of any failure of the Seller to perform its obligations under this subparagraph. The Seller shall promptly reimburse the Purchaser for any credit or reimbursement which the Seller receives from the holder of any Wrapped Encumbrance which results from any excess payment by the Purchaser into a tax, insurance or other reserve account.

After the Purchaser has paid the Seller all amounts due under this contract, excepting only the nondelinquent principal balances due under the Prior Encumbrances to be paid directly by the Purchaser, the Purchaser shall make all remaining payments due under said Prior Encumbrances to the holders thereof and shall indemnify and hold the Seller harmless from any failure or alleged failure on the part of the Purchaser to comply with any of the terms, covenants or conditions thereof, and the Seller shall be subrogated to the rights of the holders of said Prior Encumbrances to the extent the Seller makes any further payments thereon as a result of the Purchaser's default. The covenants in this paragraph shall survive the delivery of the Seller's deed and bill of sale to the Purchaser.

4. PREPAYMENTS. If prepayment is permitted by all Prior Encumbrances, or if the holders of all of the Prior Encumbrances consent thereto, the Purchaser may prepay the entire amount remaining due hereunder when that portion of the prepayment which is due to the Seller is accompanied by all interests then due to the Seller and any Purchase Price Prepayment Premium. If any prepayment to the holder of any Prior Encumbrance also requires a prepayment premium, the Purchaser shall pay the same if it is imposed as a result of the Purchaser's prepayment or default. If any Prior Encumbrance does not permit prepayment and the holder thereof does not consent thereto, and if the Purchaser desires to prepay that portion of the Purchase Price which is

not encompassed by the principal balance then due under said Prior Encumbrance, the Purchaser may prepay to the Seller the balance of that portion of the Purchase Price which is not then due to the holder of said Prior Encumbrance; provided, however, said partial prepayment need not be accepted by the Seller unless the Purchaser expressly assumes and agrees in writing to pay and perform the then remaining obligations secured by said Prior Encumbrance. If this contract is partially prepaid, the Purchase Price Prepayment Premium, if otherwise calculated on the entire purchase price, shall be reduced to correspond to the ratio of the amount being prepaid to the Seller to the total amount of the then outstanding principal balance of the Purchase Price. The Seller shall not be required to accept any prepayments which do not conform to the requirements of this paragraph unless and to the extent prepayment is otherwise provided for in the Specific Terms of this agreement. Except when otherwise stated herein, any Prepayment Premium provided for in this contract shall apply to any sums received by the Seller in the advance of their due date, whether voluntarily made by the Purchaser or as a result of the exercise of any remedy by the Seller, provided, however, the Prepayment Premium shall not be required for any voluntary prepayment made within thirty (30) days of the Final Payment Date if preceded by not less than ten (10) days written notice.

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5. RETENTION OF TITLE AND SECURITY. Except as otherwise provided herein, the Seller's title to the Property and any substitutions hereof shall remain in the Seller until the Purchaser receives delivery of the Seller's deed. In addition thereto, the Purchaser hereby grants to the Seller a security interest in all condemnation awards and insurance proceeds relating to the Property and all of the rights, titles and interests in the Personal Property conveyed by this contract and subsequently acquired by Purchaser in substitution thereof as security for the performance of the Purchaser's obligations herein, and the Purchaser hereby assigns to the Seller all rents and security deposits derived from or relating to the Property and, except for the initial partial month's and the last month's rent, covenants not to collect any rents which are attributable to more than one month of the unexpired lease term. The Purchaser agrees to deliver to the Seller such further assurances and UCC financing statements and statements of continuation which the Seller requests to further evidence, perfect or confirm its rights under this agreement. The Purchaser agrees with the Seller that it shall comply with the terms of all leases of the Property, and shall, upon written request, promptly notify the Seller of any alleged defaults therein by the Purchaser or any tenant. After all sums evidenced by this contract due to the Seller have been paid, the Seller shall deliver its fulfillment deed and bill of sale to the Purchaser in the form and subject to the exceptions herein agreed to. In the event any escrow account is established for this contract, said deed and bill of sale shall be executed and placed with the escrow agent promptly following the opening of said account with instructions to deliver them to the Purchaser when entitled thereto.

6. POSSESSION. From and after the date of this contract, and subject to the rights of tenants under the leases identified as Title Exceptions, the Purchaser may enter upon and take possession of the Property and, irrespective of the assignments and security interests granted in this contract, enjoy the use, rents (to the extent permitted to be collected herein), issues and profits thereof so long as such rights have not been affected by the exercise of any remedy of the Seller.

7. TAXES AND ASSESSMENTS. In addition to the payments hereinabove provided for, and except as otherwise discharged through any reserve account, the Purchaser shall pay before delinquency all real and personal property taxes, all general and special assessments and all other charges of whatsoever kind or nature levied or assessed by any lawful authority upon or against the Property or the use thereof to the extent the same or any installments thereof are attributable to the period following the date of this contract. The prorated portion of said taxes, assessments and charges which are attributable to any period prior to the date of this contract, excluding taxes for such period assessed because of the reclassification of the use of the Property by the Purchaser or any successor of the Purchaser, shall be paid before delinquency by the Seller. Said periods shall be determined by reference to the year in which the taxes, assessments and charges are required to be paid. If the Purchaser fails to so pay Real Property taxes or assessments and such failure is not rectified within fifteen (15) days following Seller's written demand to do so, and if such failure occurs two (2) or more times during the term of this contract, the Seller may, for the remaining term of this contract, require the Purchaser to deposit with each Installment Amount an amount reasonably estimated by the Seller to be necessary to discharge the Real Property taxes and

assessments next due, said estimates to be adjusted by the Seller to reflect the actual amount of such liabilities each time the Real Property is reassessed and a copy of such reassessment is given to the Seller. The amounts so paid which have not been applied against such liabilities shall be returned to the Purchaser with the delivery of the Seller's deed to the Purchaser. The Seller shall not be liable for interest on said deposits. If not retained in an escrow or collection account, said funds shall be maintained by the Seller in a segregated account and expended for no other purpose, with interest earned thereon, if any, being added to the sums so held; provided, however, this account may be commingled with any insurance reserve account under this contract. The provisions of this paragraph to the contrary notwithstanding, either property shall have the right to contest in good faith any tax or assessment which may have been or is hereafter levied against the Property or any portion thereof so long as no portion of the Property is threatened with any tax forfeiture or sale as the result of such contest. So long as such contest is pursued in good faith, the non-payment of the amounts in dispute shall not constitute a default under this contract or afford the Seller the right to require tax reserve payments.

8. INDEMNIFICATION AND INSURANCE. The Purchaser shall and hereby covenants and agrees to indemnify and hold the Seller harmless for any losses, damages, costs, claims and liabilities, including attorneys' fees, caused by any negligent, reckless or intentional act of or negligent or reckless failure to act by the Purchaser or any of its agents, servants, employees, independent contractors, invitees or licensees on, about or with respect to the Property, and for any breach of this contract by the Purchaser or any of such persons, and this covenant of indemnification shall survive the delivery of the Seller's deed to the Purchaser.

The Purchaser shall at its own cost and expense, keep the improvements on the Property insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" endorsements available in the State of Washington and with such additional coverage or endorsements as the seller may reasonably require from time to time. Said insurance shall be in an amount not less than the greater of (a) the amount of coverage necessary to avoid the insured being treated as a co-insurer, or (b) one hundred twenty percent (120%) of the then unpaid principal balance of the Purchase Price for the Property, or (c) such higher amount as may be required by the terms of any Prior Encumbrance, and shall be placed with an insurance company authorized to do business in the State of Washington. All insurance policies shall expressly include the Seller as a named insured, shall contain a waiver of subrogation clause (to the extent reasonably obtainable), and shall include provisions to the effect that they cannot be materially modified or canceled prior to Seller receiving not less than twenty (20) days' advance written notice, and accurate and complete copies thereof shall be deposited with the Seller upon written request.

In the event of loss or damage to the Property which is required to be insured hereunder, and except as otherwise required by any Prior Encumbrance and the then holder thereof, the insurance proceeds shall, at the option of the Purchaser, be used to repair, rebuild, or replace all improvements and personal property which may have been destroyed or damages to the extent necessary to restore and replace them to substantially the same condition which existed immediately prior to the casualty, subject to such modifications as may then be required by law or to which the Seller agrees in writing. Immediately upon receipt, all insurance proceeds, together with any other sums required to complete the repairs and restorations, shall be placed in a construction disbursement account with an escrow agent or other person jointly designated by the Seller and the Purchaser and shall be disbursed periodically in amounts corresponding to the percentage of completion of repairs; provided, however, in the event this contract is forfeited or foreclosed, any portion of such proceeds remaining after the payment of properly incurred repair and replacement costs due as of the date of such forfeiture or foreclosure sale shall be immediately paid to the Seller. No construction may be commenced until all sums required to pay the costs thereof have been deposited in the disbursement account. The expenses of said disbursement account and in obtaining percentage completion certificates shall be paid by the Purchaser, and the Purchaser shall be responsible for depositing in the disbursement account the amounts necessary to pay all costs of repairs, reconstruction and replacements which are not covered by the insurance proceeds. In the event the Purchaser desires to construct improvements which are materially different from those so damaged or destroyed, it shall first obtain the Seller's written consent. All repairs and replacements shall be commenced within sixty (60) days following the date the Purchaser elects to reconstruct and shall be continuously pursued with due diligence. Subject to the terms of any Prior Encumbrances, any casualty replacements permitted by the terms of this paragraph shall be paid to the seller

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and applied against the principal balance last due hereunder, and the Seller shall accept the same notwithstanding any prepayment restriction in this contract. The Prepayment Premium shall not be added to any payments required by this paragraph.

If (i) a Prior Encumbrance and the then holder thereof does not permit the use of casualty insurance proceeds for repairs, or (ii) the Purchaser does not elect to repair the damage, or (iii) the Seller's consent to materially different improvements is not waived or given, or (iv) the Purchaser does not deposit into the disbursement account all sums in excess of available insurance proceeds required for reconstruction by the date construction is required to commence, or (v) construction is not commenced when required or not continuously pursued (subject to delays beyond the reasonable control of the Purchaser), the Seller may require that all casualty insurance proceeds be immediately paid to the Seller (without addition of the Prepayment Premium) or to the holder of a Prior Encumbrance having a valid claim thereto which is prior to the Seller's. The Purchaser shall make the elections provided for in this paragraph within sixty (60) days following the date of the casualty, and the Seller shall respond in writing to a written request to construct materially different improvements within twenty (20) days after said request. Any failure of the Purchaser to timely make any such election shall enable the Seller to apply the insurance proceeds against the principal last due under this contract, and any failure of the Seller to timely respond to any such request shall be deemed an approval thereof.

Damage to or destruction of the Property or any portion thereof shall not constitute a failure of consideration or provide a basis for the rescission of this contract, nor shall such circumstances relieve the Purchaser of its obligation to pay the remaining Installment Amounts when due. In the event of any failure of the Purchaser to obtain or timely pay any premiums for any insurance required by this paragraph, and if such failure is not rectified within any required notice period for remedial advances under this contract, the Seller may require the Purchaser to deposit with each Installment Amount an amount reasonably estimated by the Seller to be necessary to discharge the next ensuing premiums for said policies, said estimates to be adjusted by the Seller upon receipt of the premium invoices to reflect the actual amount of such liabilities. The payments so made which have not been applied against such liabilities shall be returned to the Purchaser with the delivery of the Seller's deed to the Purchaser. The Seller shall not be liable for interest on said deposits. If not retained in an escrow or collection account, said funds shall be maintained by the Seller in a segregated account and expended for no other purpose, with interest thereon, if any, being added to the sums so held; provided, however, this account may be commingled with any tax reserves account under this contract.

9. UTILITIES. The Purchaser shall pay for the cost of all electric, power, gas, sewer, water, telephone, cable television, refuse disposal service, and any and all other utilities furnished to or used or consumed in, on, or about the Property by the Purchaser or by any person following the date of this contract, and Purchaser shall contract for the same solely in its own name. Any such services used prior to the date hereof by any person other than the Purchaser shall be the responsibility of the Seller.

10. CONDITION OF PROPERTY. Except as may be otherwise provided in any written agreement between the parties hereto which is intended to survive the execution of this contract, the Purchaser hereby accepts the Property in the condition existing on the date of this contract and confirms that neither the Seller nor any agent or representative of the Seller has given or made any warranty or representation whatsoever concerning the physical condition thereof or the uses or purposes to which the same may now or hereafter be placed.

11. RISK OF LOSS. The Purchaser shall bear the risk of loss for the complete or partial destruction or condemnation of the Property after the date of this contract. No loss, damage or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this contract or relieve the Purchaser from its obligation to observe and perform all of the terms, covenants and conditions hereof. Each of the parties hereto releases the other from all liability for damage caused by any act or neglect of the other party, its agents, servants and employees, to any property which is the result of fire or other casualty covered by insurance carried at the time of such casualty; provided, however, the releases herein contained shall not apply to loss or

damage resulting from the willful or premeditated acts of either of the parties hereto, their agents, servants or employees, and provided further, nothing in this paragraph shall be interpreted or have the effect of relieving or modifying any obligation of any insurance company, and to the extent any such obligation is so relieved or impaired this provision shall be ineffective.

12. MAINTENANCE AND INSPECTION. The Purchaser shall keep and maintain the Property in good repair, and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the Property or any portion thereof. No logging or commercial timber removal may be undertaken by the Purchaser without the Seller's prior written consent. The Purchaser shall not permit any hazardous or toxic substance, material or waste to be located upon or generated, stored, transported to or from, disposed of or used on the Property or permit the Property to become contaminated with any substance in violation of any applicable federal, state or local law. The Purchaser shall not, without the prior written consent of the Seller, remove any Personal Property from the Real Property, and will keep and maintain the same in good order, repair and condition; provided, however, the Purchaser shall have the right to promptly replace Personal Property with items of comparable worth and utility. The Purchaser shall replace any item of Personal Property or any substitutions thereof which may become lost, broken or beyond repair, and such after-acquired item shall be subject to all of the provisions hereof. No replacements or substitutions permitted or required in this paragraph may be subject to a security interest or conditional sales contract which would have priority over the Seller's security interest. The Seller shall have the right, at all reasonable times and hours, to inspect the Property to ascertain whether the Purchaser is complying with all of the terms, covenants and conditions of this contract.

13. ALTERATIONS AND LIENS. Except as otherwise permitted in this contract for construction following an insured casualty or condemnation, or except for any maintenance or repairs required by this contract, the Purchaser shall not, without the prior written consent of the Seller, make or permit any alterations, additions, or improvements to or of the Property or to any portion thereof nor permit any demolition or removal of any such improvements. The Seller may not unreasonably withhold its consent if the action proposed will not materially affect the value of the Property or violate any applicable laws or ordinances or the terms of this contract or of any Prior encumbrances. The Purchaser shall not cause, authorize or permit any mechanics' or materialmen's liens to be placed upon the Property. The Purchaser shall indemnify and defend the Seller against all liens levied against the Property or any part thereof caused by or through the Purchaser. The Purchaser shall have the right to contest said liens so long as a foreclosure thereof is prevented, and if such contest is pursued in good faith the filing of the lien and withholding payment of the lien amount so disputed shall not constitute a default under this contract. No lien of any agent, contractor, subcontractor, or independent contractor of the Purchaser shall encumber any interest of the Seller in the Property. In the event the Purchaser shall alter, repair or improve the Real Property or erect or construct any new or additional buildings or improvements on the Real Property or any part thereof (whether acting with or without Seller's consent), all such alterations, repairs, improvements, replacements and additions, including any new buildings and improvements, shall immediately be and become the property of the Seller and subject to all of the terms, covenants and conditions of this contract.

14. COMPLIANCE WITH LAWS AND RESTRICTIONS. The Purchaser shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting the Property and the use thereof and activities thereon; all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to the Property and the use thereof and activities thereon; and any condominium, planned unit development, or cooperative declarations, articles, bylaws, rules, regulations and other documents which have been or are hereafter adopted with respect to the Property. The Purchaser shall not use or permit any person to use the Property for or in connection with any unlawful purpose or in any manner which causes a nuisance, or in violation of any federal, state or local statute or ordinance governing the use or improvement of the Property or any hazardous or toxic materials, products or wastes.

15. AGRICULTURAL PROVISIONS. If, in the Specific Terms of this contract, the parties have indicated that the Property is to be used principally or primarily for agricultural or farming purposes, the Personal Property shall include all crops grown, growing and to be grown on the Real Property and all natural increases

thereof, all before and after severance and removal. The Purchaser shall continuously pursue good and prudent farming operations upon the Property in accordance with the practices of good husbandry, soil conservation, tree and plant pruning, harvesting, and the customary manner in which agricultural property is properly and productively farmed and managed in the county in which the Property is situated. The Purchaser will take such precautions as are necessary to prevent undue depletion of the soil from erosion by wind or water and shall use reasonable efforts to keep the Property free from plants, insects and animals which may have a deleterious effect upon the Property, crops, or livestock. The Purchaser will keep the property properly irrigated and properly employ such herbicides, pesticides and fertilizers as may be reasonably necessary to comply with the provisions of this paragraph and all applicable legal requirements. The Purchaser shall not remove or destroy any existing fruit trees or plants, improvements, irrigation fixtures or equipment, fences, storage houses or sheds, barns, silos, or, except as otherwise permitted in this contract for Personal Property, any tools, equipment or machinery which may be employed in connection with the agricultural use of the Property, without the prior written consent of the Seller, and the Purchaser shall make such improvements to the Property as are reasonably necessary to properly irrigate, drain and farm the Property in accordance with the provisions hereof.

16. CONDEMNATION. If the Property or any part thereof is condemned or taken by power of eminent domain by any public or quasi-public authority, the Seller or the Purchaser or both may appear and defend or prosecute in any such proceeding. All compensation or awards received from the condemning authority by either the Seller or the Purchaser shall, subject to the requirements of any Prior Encumbrances, be applied first to the payment of the expenses of litigation, next to the acquisition and installation costs of any replacements or restorations of condemned property requested by the Purchaser in writing not later than fifteen (15) days following the date possession is required to be surrendered by the condemning authority, next to the reduction of the unpaid balance of this contract in the inverse order of its maturity, next to any other sums then due to the Seller (including accrued and unpaid interest and reimbursable advances and expenses), and the surplus, if any, shall be paid to the Purchaser. The Prepayment Premium shall not be added to any payments required by this paragraph. All of the replacements and restorations shall have the same purpose and function as the condemned property, and, except as otherwise consented to by the Seller in writing and except to the extent necessitated by the condemnation or then applicable law, none of the replacements or restorations may be materially different from the condemned property. Any condemnation awards used to restore or replace any of the Property shall be specified herein for insurance proceeds following an insured casualty. No total or partial taking of the Property by condemnation shall constitute a failure of consideration or provide a basis for the rescission of this contract.

17. TRANSFER OF PURCHASER'S INTEREST. If the Purchaser's title to the Property or any portion thereof is conveyed to any person, the Seller may, at its option: (a) following any required notice, declare the entire remaining balance of the Purchase Price and all accrued and unpaid interest thereon immediately due and payable, or (b) adjust the interest rate on this contract, effective as of the date of the transfer. The Seller may elect one of said options by written notice to the Purchaser within fifteen (15) days after being advised in writing of the sale and the transferee, and if such election is not made within that period the above rights for the transaction so described shall be deemed waived. If the Seller elects to adjust the interest rate, and subject to any restrictions and prepayment requirements contained in any Prior Encumbrance, the entire outstanding balance of this contract may be prepaid at the closing of such conveyance with the Prepayment Premium. For the purposes of this contract, a "conveyance" of the "Purchaser's title" shall include a transfer by real estate contract, vendee's assignment, deed, forfeiture, foreclosure, sheriff's sale, trustee's sale, deed in lieu of any such involuntary sale, lease with purchase option or for a term in excess of three (3) years (including extension options), and, if the Purchaser is a corporation or partnership, a voluntary or involuntary transfer or series of transfers of any shares or partnership interests which results in a change of fifty percent (50%) or more of the voting control of such entity (from the composition thereof as of the date of this contract). A "conveyance" of the "Purchaser's title" shall not include (i) a lease or other transfer of possession of the Property for three (3) years or less without options to purchase the Property or any interest therein; (ii) a transfer to the Purchaser's spouse or children; (iii) a transfer by devise, descent, or operation of law resulting from the death of any person comprising the Purchaser; (iv) a transfer into an inter vivos trust in which the Purchaser is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property; or (v) a transfer resulting from a decree of dissolution of marriage, legal

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separation agreement, or property settlement agreement in which a spouse of any person comprising the Purchaser retains or acquires the Property. No transfer of the Property or any portion thereof shall release the transferring person from liability on this contract unless such release is expressly acknowledged by the Seller in writing.

18. PURCHASER'S DEFAULT. The Purchaser shall be in default under this contract if it (a) fails to observe or perform any term, covenant or condition herein set forth or those of any Prior Encumbrances, or (b) fails or neglects to make any payment of principal or interest or any other amount required to be discharged by the Purchase precisely when obligated to do so, or (c) becomes or is declared insolvent or makes an assignment for the benefit of creditors, or files any debtor's petition or any petition is filed against it under any bankruptcy, wage earner's, reorganization or similar act, or (d) permits the Property or any part thereof or its interest therein to be attached or in any manner restrained or impounded by process of any court, or (e) abandons the Property for more than thirty (30) consecutive days (unless the Property is otherwise occupied), or (f) conveys the Property or a portion thereof without any prior written consent required herein of the Seller.

19. SELLER'S REMEDIES. In the event the Purchaser defaults under this contract the Seller may, at its election, take the following courses of action:

(a) Suit for Delinquencies. The Seller may institute suit for any Installment Amounts or other sums due and payable under this contract as of the date of the judgment, any sums which have been advanced by Seller as of said date pursuant to the provisions of this contract, and any other damages incurred by the Seller which are caused by the Purchaser's failure to comply with any provision or agreement herein; together with interest on all of said amounts at the Default Rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection;

(b) Acceleration. Upon giving the Purchaser not less than fifteen (15) day's written notice of its intent to do so (within which time any monetary default may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal, interest, insurance premium, tax, or other sum of money required to be paid herein or any failure to obtain any consent of the Seller herein required for a conveyance or encumbrance of the Purchaser's title to the Property, or if the Purchaser commits waste on the Property, the Seller may declare the entire unpaid balance of the Purchase Price and all interest then due thereon and the Prepayment Premium to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Seller pursuant to the provisions of this contract, and together with interest on all of said sums at the Default Rate from the due date or date of each such advance to and including the date of collection.

(c) Forfeiture and Repossession. The Seller may cancel and render void all rights, titles and interests of the Purchaser and its successors in this contract and in the Property (including all of Purchaser's then existing rights, interest and estates therein and timber, crops, fixtures and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Seller records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. The entire balance of such sums due and to become due under this contract shall be paid from the proceeds of any sale ordered by a court pursuant to RCW 61.30.120, including interest at the Default Rate to and include the sale date and all expenses incurred by the Seller as a result of such sale. Upon the forfeiture of this contract the Seller may retain all payments made hereunder by the Purchaser and may take possession of the Property ten (10) days following the date this contract is forfeited and summarily eject the Purchaser and any person or persons having possession of the

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said Property by, through or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. If the Purchaser or any person or persons claiming by, through or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the Property more than ten (10) days after such forfeiture, the Purchaser, or such person or persons, shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the Property, in any such proceedings the fair rental value of the Property for the use thereof from and after the date of forfeiture, plus costs, including the Seller's reasonable attorney's fees. To the extent permitted by applicable statute, the Seller shall have the right to obtain a deficiency against the Purchaser following the forfeiture of this contract for damages caused by waste to the Property.

(d) Judicial Foreclosure. To the extent permitted by any applicable statute, the Seller may judicially foreclose this contract as a mortgage, and in connection therewith, may accelerate all of the debt due under this contract if the defaults upon which such action is based are not cured within fifteen (15) days following the Seller's written notice to the Purchaser which specifies such defaults and the acts required to cure the same (within which time any monetary default may be cured without regard to the acceleration); provided, however, such cure period shall be extended for up to thirty (30) additional days to the extent reasonably necessary to complete the cure of a nonmonetary default if the Purchaser commences such cure within fifteen (15) days following the Seller's notice and pursues it with due diligence. The Seller may, but shall not be required to, waive any right to a deficiency judgment in its foreclosure complaint. The purchaser at any foreclosure sale may (but shall not be obligated to), during any redemption period, make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, use, preservation and protection thereof; pay any taxes and assessments due during such period; insure the Property against loss by casualty; and pay utility bills, liens not extinguished by the foreclosure and other amounts relating to the Property to the extent due during such redemption period, and all of such expenses and payments, together with interest thereon from the date paid to reimbursement at the rate provided by statute for any other redemption amounts, shall be included in the amount required to be paid by any person to redeem the Property. The Prepayment Premium shall be assessed upon any amounts accelerated pursuant to the terms of this paragraph, and all such amounts shall bear interest at the Default Rate from and after the date they are so accelerated to and including the date of collection.

(e) Specific Performance. The Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder, and the same may include redress by mandatory or prohibitive injunction.

(f) Entry upon Agricultural Property. In the event the parties hereto have indicated in the Specific Terms of this contract that the Property is to be used principally for agricultural or farming purposes, the Seller shall have the right, following three (3) days' prior written notice to the Purchaser, to enter upon the Real Property from time to time to perform any one or more of the functions required of but not performed by the Purchaser in the agricultural provisions of this contract and to tend and care for any livestock and harvest, transport, store and sell any of the crops which may be grown on the Property in such manner as the Seller shall elect, and for the purposes of this paragraph, the Purchaser grants to the Seller a security interest in all of its seeds and crops, and the products and proceeds thereof, which may now or at any time hereafter be

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located upon or in the Property or be harvested therefrom. The exercise of this right shall not affect the liabilities of the Purchaser, provided, however, should the Seller receive any sums as a result of its actions hereunder it shall apply the same to discharge the costs and expenses, including attorneys' fees, reasonably incurred in taking said actions, together with interest thereon at the Default Rate from the date of expenditure to and including the date said proceeds are received, and the balance of such proceeds shall be applied against the Purchase Price principal last due and owing hereunder, including any Prepayment Premium applicable thereto. In the absence of receiving any such proceeds, or if and to the extent the same are insufficient to reimburse the Seller for such amounts and interest, the Purchaser shall reimburse the Seller for such amounts and interest on demand, with said interest being calculated to and including the date of payment.

(g) Remedies under the Uniform Commercial Code. The Seller shall have and the Purchaser hereby grants to the Seller all of the rights and remedies contained in the Uniform Commercial Code in effect in the State of Washington as of the date of the Purchaser's default and to the extent such remedies may be applicable to the type of collateral affected thereby.

(h) Receivership. The parties hereto recognize and agree that in the event of default by the Purchaser in making any payments or in the performance of any of the other terms and conditions of this contract, the period of time involved in repossessing the Property, forfeiting this contract, or in obtaining possession of the Property by judicial process could cause irreparable damage to the Seller and to the Property or the possible acceleration of the debts secured by the Prior Encumbrances. Therefore, the Purchaser hereby expressly agrees that in the event of any default under this contract which is not cured the Seller shall have the right to apply to the Superior Court of the county in which the Real Property is situated for the appointment of a receiver under Chapter 7.60 of the Revised Codes of Washington (or any chapter supplemental thereto) to take charge of and maintain control of, manage, farm, or operate the Property, to evict tenants therefrom who are not then in compliance with their leases, to lease any portion or all of the Property in the name of the Purchaser on such terms as the receiver may deem advisable, to make such alterations, repairs and improvements to the Property as the receiver may deem advisable, and to receive all rents and income therefrom and issue receipts therefor, and out of the amounts that are so received to pay all of the debts and obligations for which the Purchaser is liable hereunder prior to or during the period of the receivership, including, without limitation, payments on or for this contract, Prior Encumbrances, taxes, assessments, insurance premiums, utility bills and costs of operating, maintaining, repairing and managing the Property. Any sums received by the receiver in excess of said amounts shall be retained by the receiver to discharge all remaining liabilities of the Purchaser under this contract until the entirety of such obligations have been satisfied, at which point any remaining excess shall be paid to the Purchaser without interest. Regardless of the application thereof, no sums requested by or paid to the receiver shall be deemed a partial cure for the purpose of requiring a notice of insufficient cure to be given to any person under RCW 61.30.090(3); and

(i) Property Rental. If this contract is forfeited or foreclosed as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchaser and the Seller, and the Purchaser shall thereafter remain in possession of the Property beyond any period otherwise permitted by law, the Purchaser agrees that it will occupy the Property as a tenant at will, and the Purchaser shall be obligated to pay, and

herby promises to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the Installment Amounts as and when provided for in the Specific Terms hereof, and the Seller shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute and maintain an action for summary possession of the Property as provided by law

20. PURCHASER'S REMEDIES. In the event the Seller defaults under this contract and such default continues for fifteen (15) days after the Purchaser gives the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the Purchaser at law or in equity.

21. REMEDIAL ADVANCES. If either party to this contract shall fail to timely pay and discharge any payments or sums for which it has agreed to be responsible herein and said failure constitutes a default under this contract, or shall by any other act or neglect violate the terms and any conditions of this contract or of an Prior Encumbrance, the other party hereto may pay, effect or discharge such sums as are necessary to cure such default upon giving the party required to make such payment not less than fifteen (15) days' prior written notice (except in any instance in which the Purchase fails to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to persons or property or any foreclosure of or a similar action against or affecting any portion of the Property, in which cases such notice may be given concurrently with or immediately following such payment). The party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including its reasonable attorneys' fees and together with interest on said expenditures and fees at the Default Rate from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is effected.

22. CUMULATIVE REMEDIES, WAIVERS. The remedies stated herein are cumulative and not mutually exclusive and the Seller or the Purchaser may pursue any other or further remedies to enforce their respective rights under this contract; provide, however, except as provided in this contract with respect to the Purchaser's transfer of the Property, the Seller shall not have the right to accelerate the remaining balance of the Purchase Price in the event the Seller elects to forfeit the Purchaser's interest in the Property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security or any other person shall be asserted, and the Purchaser hereby expressly waives any legal or equitable rights that the Purchase may have with respect to marshaling of assets. The Seller shall not be required to tender its deed or bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or an extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

23. COSTS AND ATTORNEYS' FEES. If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, collection agency charges; expenses of preparing, serving, mailing, posting,

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publishing and recording any notices, title search expenses, and reasonable attorneys' costs and fees, and the failure of the defaulting party to promptly pay the same shall itself constitute a further and additional default. In the event either party hereto institutes, defends or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' costs and fees, including such costs and fees that are incurred in connection with any foreclosure; public sale; action for specific performance, injunction, damages, waste, deficiency judgment, unlawful detainer, or to contest the reasonableness of any person's costs or attorneys' fees; and in any mediation, arbitration, bankruptcy, probate, appeal, or other proceeding. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the Default Rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

24. NOTICES Subject to the requirements of any applicable statute, any notices required or permitted by law or under this contract shall be in writing and shall be personally delivered or sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the Specific Terms of this contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Seller may change the address for payments, by designating the same to the other party hereto in the manner hereinabove set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective when personally delivered or, if mailed, on the date of the deposit thereof in the US mail and irrespective of actual receipt of such notice by the addressee.

25. TIME OF PERFORMANCE Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

26. PARAGRAPH HEADINGS The underscored word or words appearing at the commencement of paragraphs and subparagraphs of this contract are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.

27. GENDER AND NUMBER The use of any genders or neutral term shall include all genders, and the use of any number shall be construed as singular or plural, as the case may require. The terms "Purchaser" and "Seller" refer to either the singular or the plural, as the case may be.

28. DEFINITIONS As used herein the term "Property" means all of the estate, right, title and interest currently held and hereafter acquired by the Seller in and to the Real Property and Personal Property described herein and the rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, together with all timber and crops thereon and any repairs, improvements, replacements and additions thereto whether made, erected or constructed by the Seller or the Purchaser prior or subsequent to the date hereof. All capitalized terms in this contract shall have the meanings ascribed herein or set forth opposite the same in the Specific Terms of this contract. References to the Seller's deed or fulfillment deed herein shall include assignments of a Vendee's interest under a prior real estate contract; provided, however, any form of conveyance shall contain the warranties to which the Purchaser is entitled under this contract or other agreement with the Seller.

29. INVALIDITY In the event any portion of this contract should be held to be invalid by any court or competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this contract are thereby defeated. The intention of the Seller is to charge the Purchaser a lawful rate of interest, and in the event it is determined by any court of competent jurisdiction that any rate herein provided for exceeds the maximum permitted by law for a transaction of the character evidenced by these presents, the amount so determined to be above the legal rate shall

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be applied against the last installments of principal due hereunder or, if such principal has been paid, or otherwise at the discretion of the then holder of this contract, said excess shall be refunded to the Purchaser on demand without interest, and the interest rates specified hereunder shall be reduced to the maximum rate then permitted by law for the type of transaction to which this contract pertains. The intention of the parties hereto is to assess a legal rate of interest on default, and if the Default Rate is determined by any court of competent jurisdiction to exceed the maximum rate of interest permitted by law for such purposes, the Default Rate shall be reduced to the highest rate so permitted, with any excess theretofore paid being applied against any debt of the defaulting party in inverse order of maturity, or if in excess of such debt, being refunded upon demand without interest.

30. LEGAL RELATIONSHIPS. The parties to this contract execute the same solely as a seller and a buyer. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this contract. All persons executing this contract in their individual capacities (or as a general partner or other capacity causing them to be personally liable) acknowledged that this agreement benefits their marital communities and personal recourse may be obtained against the separate property and marital community of any such person and the marital community of such person's spouse.

31. SUCCESSORS. Subject to the restrictions contained herein, the rights and obligations of the Seller and the Purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors in trust and assigns; provided, however, no person to whom this contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express, written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract, or any holder of any interest in the Property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but except as otherwise required by law, no notices in addition to those provided for in this contract need be given.

32. APPLICABLE LAW. This contract shall be governed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the Real Property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

33. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Seller and the Purchaser subsequent to the date hereof.

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Return Address:

RICHARD LLEWELYN JONES
Attorney at Law
2122 - 112th Ave., N.E., Suite A-300
Bellevue, WA 98004

980127-0907 10:10:00 AM KING COUNTY RECORDS 028 30 9.00

9801270907

DOCUMENT TITLE: STATUTORY WARRANTY DEED

REFERENCE NUMBERS OF DOCUMENTS
ASSIGNED OR RELEASED:

GRANTOR: LAWRENCE L. POLLOCK and DONNA
M. POLLOCK, husband and wife, personally
and as Trustees, UDT dated March 26, 1993

GRANTEE: DANA RATES and NORA RATES,
husband and wife

LEGAL DESCRIPTION: The North 60 feet of that portion of the East
110 feet of Lot 6 in Block 3 of Paramount
Park Addition, Lying South of a line which
is parallel with and 240 feet North (measured
along the East line of said Block 3) of the
South line of Lot 7 in said Block 3, as per
Plat recorded in Volume 25 of Plats, Page
46, Records of King County, Washington.

TAX PARCEL NO.: 663230-0143

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Excise Tax Paid On Contract Aff. No. E1422323
King Co. Records Division

By [Signature] Deputy

9801270907

STATUTORY WARRANTY DEED

THE GRANTORS, LAWRENCE L. POLLOCK and DONNA M. POLLOCK, husband and wife, personally and as Trustees, UDT dated March 26, 1993, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, hereby conveys and warrants to DANA RATES and NORA RATES, husband and wife, the following described real property, situate in the County of King, State of Washington:

The North 60 feet of that portion of the East 110 feet of Lot 6 in Block 3 of Paramount Park Addition. Lying South of a line which is parallel with and 240 feet North (measured along the East line of said Block 3) of the South line of Lot 7 in said Block 3, as per Plat recorded in Volume 25 of Plats, Page 46. Records of King County, Washington.

Situate in the City of Seattle, County of King, State of Washington.

DATED this 17 day of Jan., 1998.

Lawrence L. Pollock
LAWRENCE L. POLLOCK

Donna M. Pollock
DONNA M. POLLOCK

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me LAWRENCE L. POLLOCK and DONNA M. POLLOCK, husband and wife, personally and as Trustees, UDT dated March 26, 1993, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Gave my hand and official seal this 17th day of January, 1998.



Joan C Ridd
NOTARY PUBLIC in and for the State of Washington.
Residing at: *Arundale*
My commission expires: 9-13-00

STATUTORY WARRANTY DEED