

ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



Commitment Number:

24000593-SC

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joe Knipp
Authorized Officer or Agent

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Carlen McKee Fidelity National Title Company of Washington, Inc. 600 University Street, Suite 2424 Seattle, WA 98101 Phone: 206-262-6304 Fax: 877-295-8021 Main Phone: (206)628-2822 Email: Carlen.McKee@fnf.com	

Order Number: 24000593-SC

SCHEDULE A

1. Commitment Date: March 25, 2024 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 w-WA Mod - Extended / Commercial Under \$2MM

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Amount of Insurance: \$101,000.00

The estate or interest to be insured: Fee Simple

Premium: \$ 1,032.00

Tax: \$ 105.78

Total: \$ 1,137.78

The above total includes an Extended Surcharge as follows:

Extended Surcharge Premium: \$ 400.00

Extended Surcharge Tax: \$ 41.00

(b) ALTA Loan Policy 2021 w-WA Mod - Extended / Commercial Under \$2MM

Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below

Proposed Amount of Insurance: \$101,000.00

The estate or interest to be insured: Fee Simple

Premium: \$ 250.00

Tax: \$ 25.63

Total: \$ 275.63

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, [vested in:](#)

Faust Family LLC, a Washington limited liability company

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SCHEDULE A
(continued)

5. The Land is described as follows:

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

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

THAT PORTION OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS FROM SOUTH QUARTER CORNER OF SAID SECTION 18, SOUTH 89°28'44" WEST 45.00 FEET AND NORTH 1°31'03" WEST 1002.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°28'44" WEST 381.78 FEET TO EAST LINE OF SEATTLE-EVERETT INTERURBAN RIGHT OF WAY;
THENCE NORTH 11°34'07" EAST ALONG SAID RIGHT OF WAY LINE, 103.25 FEET;
THENCE NORTH 89°28'44" EAST 358.58 FEET;
THENCE SOUTH 1°31'02" EAST 100.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE EASTERLY 150 FEET THEREOF;

(BEING KNOWN AS A PORTION OF TRACT 3, GOLF CLUB ACRES, ACCORDING TO THE UNRECORDED PLAT THEREOF).

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. Furnish recording instructions with the documents to be recorded in this transaction. Said instructions must address each requirement made herein, list any endorsements to be issued with the policy and specify the recording order of any documents furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested instructions prior to recording the documents or issuing any requested endorsement.

The Company also reserves the right to charge any applicable additional fees for any endorsement requested.

7. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
8. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Shoreline.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: .5% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

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SCHEDULE B, PART I - Requirements
(continued)

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Faust Family LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

10. A completed owner's affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.

11. **TO PROVIDE THE EXTENDED COVERAGE POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND REVIEW OF SURVEY IS COMPLETED AND UPON RECEIPT AND REVIEW OF THE COMPLETED OWNER'S AFFIDAVIT.**

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

12. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said

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SCHEDULE B, PART I - Requirements
(continued)

survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

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

13. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
15. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF REQUIREMENTS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

- Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note B: The Public Records indicate that the address of the improvement located on said Land is as follows:

14900 Whitman Ave N., Shoreline, WA 98133
- Note C: If a new Deed of Trust is to be recorded and the following company is to be appointed Trustee, the correct name is Fidelity National Title Company of Washington, Inc.

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SCHEDULE B, PART I - Requirements
(continued)

Note D: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Ptn Tract 3 Golf Club Acres unrec
Tax Account No.: 282710-0015

Note E: Note: 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. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

Note F: Prior to closing please contact your Title Officer for current courier and/or accommodation fees which may be charged for recording runs.

END OF NOTES

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

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

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SCHEDULE B, PART II - Exceptions
(continued)

- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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SCHEDULE B, PART II - Exceptions
(continued)

SPECIAL EXCEPTIONS

1. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey:

Recording Date: April 27, 1998
[Recording No.:](#) [9804279003](#)
Matters shown: Fence on property boundaries does not accurately reflect the property lines.

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

Granted to: City of Shoreline
Purpose: Sidewalk and utilities
Recording Date: March 26, 1999
[Recording No.:](#) [9903261631](#)
Affects: Portion of said premises

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

Year: 2024
Tax Account No.: 282710-0015
Levy Code: 2263
Assessed Value-Land: \$1,541,200.00
Assessed Value-Improvements: \$1,000.00

General and Special Taxes:
Billed: \$20,922.15
Paid: \$0.00
Unpaid: \$20,922.15

4. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.
Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at CapChargeEscrow@kingcounty.gov.

* A map showing sewer service area boundaries and incorporated areas can be found at:
<http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

NOTE: This exception will not appear in the policy to be issued.

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SCHEDULE B, PART II - Exceptions
(continued)

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

Amount: \$217,650.00
Dated: November 7, 1994
Trustor/Grantor: Horst H Faust and Sieglinde E Faust, Trustees of the Horst H Faust Family Trust
Trustee: Chicago Title Insurance Company
Beneficiary: Stephen M Joo
Recording Date: November 23, 1994
[Recording No.:](#) [9411230644](#)

6. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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(continued)

- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

END OF CONDITIONS

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Horst H. Faust
10006 64th PI W
Mukilteo, WA 98275

QUIT CLAIM DEED

GRANTOR: HORST AND SIEGLINDE FAUST FAMILY LIMITED PARTNERSHIP, a
Washington Corporation
GRANTEE: FAUST FAMILY LLC, a Washington Limited Liability Company
LEGAL DESCRIPTION (Abbreviated): Portion of Sect 18, Twp 26 N, Rng 4 E, W.M., Beg. at
point bears S 1/4 corner of Sect 18, S ... King Co.
Additional legal description on Exhibit A.
ASSESSOR'S TAX PARCEL ID #: 282710-0015
REFERENCE NOS OF DOCUMENTS RELEASED OR ASSIGNED: N/A

THE GRANTOR, HORST AND SIEGLINDE FAUST FAMILY LIMITED PARTNERSHIP, a Washington Corporation, for and in consideration of conversion from a Washington Corporation to a Washington Limited Liability Company pursuant to RCW 25.15.446, conveys and quit claims to the GRANTEE, FAUST FAMILY LLC, a Washington Limited Liability Company, the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the Grantor therein:

See Exhibit A attached.

Commonly known as: 14900 Whitman Ave. N., Shoreline, WA 98133.

DATED this 5 day of MARCH, 2021.

HORST AND SIEGLINDE FAUST FAMILY
LIMITED PARTNERSHIP




Horst H. Faust, General Partner

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this day personally appeared before me Horst H. Faust, to me known to be the General Partner of **HORST AND SIEGLINDE FAUST FAMILY LIMITED PARTNERSHIP**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of March, 2021.




Printed Name: John S. Madsen
Notary Public in and for the State of
Washington, residing at Seattle WA
My Commission Expires 2/9/2021

M:\WPDOCS\FAUST\FAUST LLP COVERSION\QCDEED.DOC

NOTE: This document was prepared from information supplied to preparer by one or both parties to this document, and no title examination was requested in connection with the preparation of this document, nor was any made. The preparer expresses no opinion on title to this property.

EXHIBIT A

That portion of Section 18, Township 26 North, Range 4 East, Willamette Meridian in King County, Washington, described as follows:

Beginning at a point which bears from South 1/4 corner of said Section 18, South 89° 28' 44" West 45.00 feet and North 1° 31' 03" West 1002.00 feet to the true point of beginning and running thence South 89° 28' 44" West 381.78 to East of Seattle-Everett inter-urban right of way; thence North 11° 34' 07" East along said right of way line 103.25 feet; thence North 89° 28' 44" East 358.58 feet South 1° 31' 02" East 100.00 feet to the true point of beginning, except the Easterly 150 feet thereof; (being known as Tract 3, Golf Club Acres, according to the unrecorded plat thereof; except the easterly 150 feet thereof).



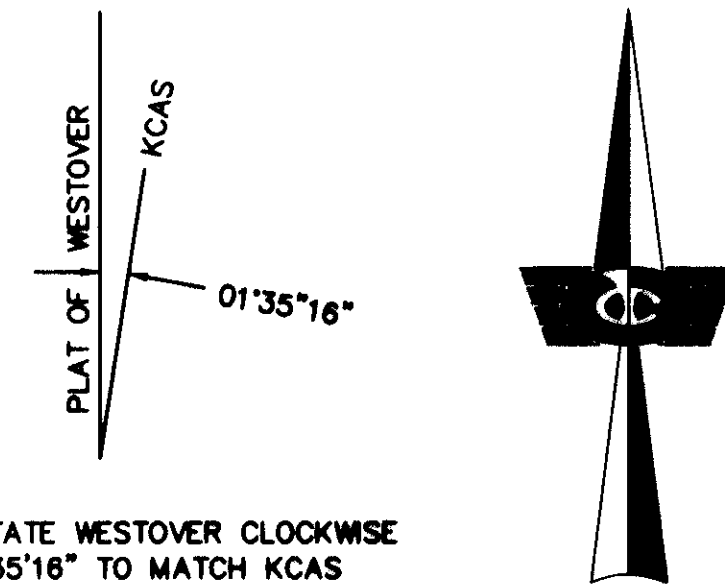
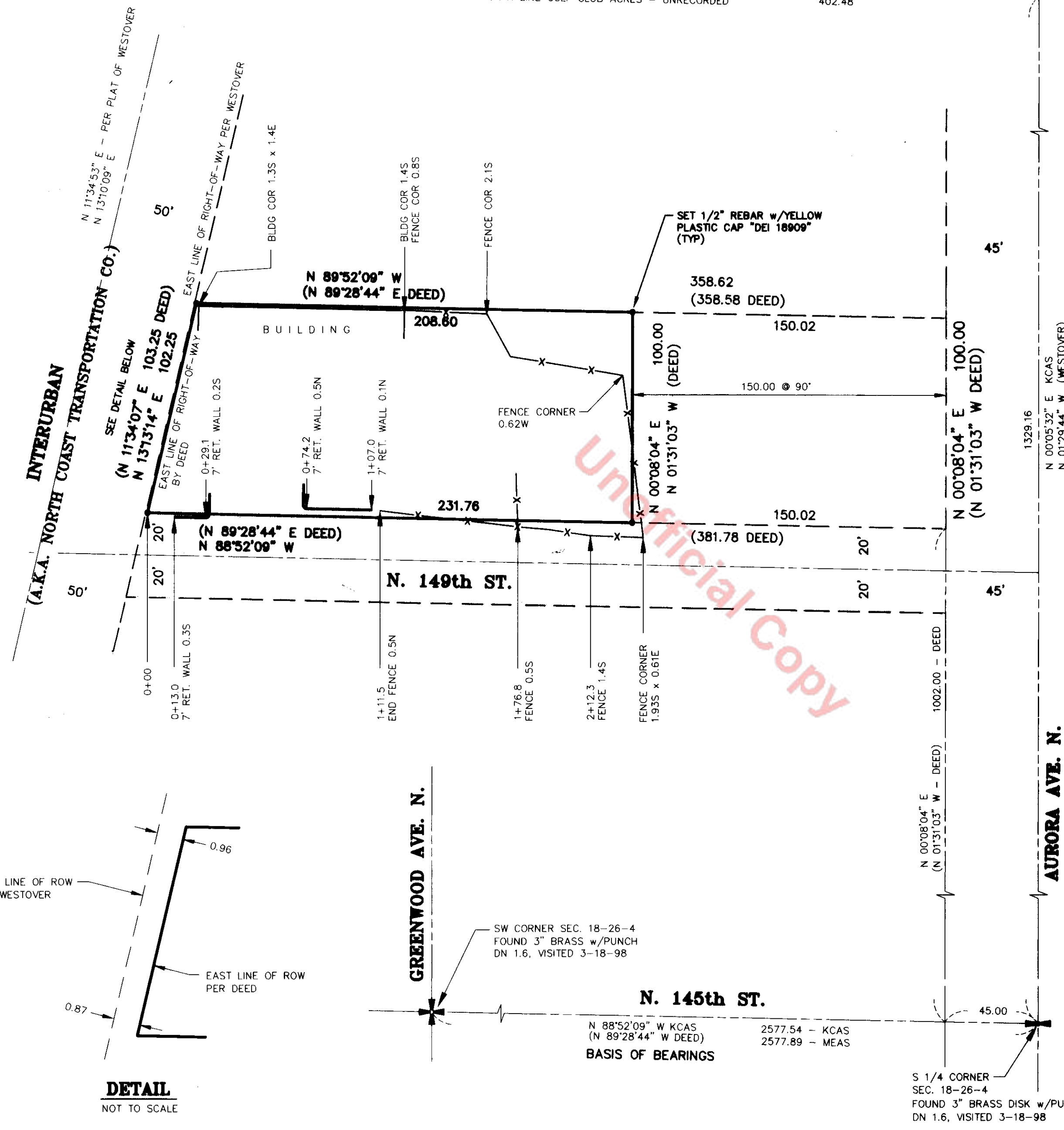
This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does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

PLAT OF WESTOVER
VOL. 34, PGS. 21 & 21A

N 89°28'20"E WESTOVER
N 88°56'24"W KCAS

SOUTH LINE PLAT OF WESTOVER - VOL. 34, PGS. 21 & 21A

NORTH LINE GOLF CLUB ACRES - UNRECORDED 402.48



SCALE: 1" = 40'



BASIS OF BEARINGS: KING COUNTY AERIAL SURVEY (KCAS)

LEGAL DESCRIPTION:

THAT PORTION OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS FROM SOUTH 1/4 CORNER OF SAID SECTION 18 SOUTH 89°28'44" WEST 45.00 FEET; AND NORTH 01°31'03" WEST 100.00 FEET TO THE TRUE PLACE OF BEGINNING; AND RUNNING THENCE SOUTH 89°28'44" WEST 381.78 FEET TO EAST LINE OF SEATTLE-EVERETT INTERURBAN RIGHT OF WAY; THENCE NORTH 11°34'07" EAST ALONG SAID EAST RIGHT OF WAY LINE 103.25 FEET; THENCE NORTH 89°28'44" EAST 358.58 FEET; THENCE SOUTH 01°01'02" EAST 100.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE EASTERLY 150.00 FEET THEREOF;

(BEING KNOWN AS TRACT 3, GOLF CLUB ACRES ACCORDING TO THE UNRECORDED PLAT THEREOF;

EXCEPT THE EASTERLY 150.00 FEET THEREOF.)

CONTAINING 22,013± SQUARE FEET, 0.5054± ACRES.

* CALCULATES AT 102.25

NOTES:

1. THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-080. DISTANCE MEASURING EQUIPMENT HAS BEEN CALIBRATED AT AN N.G.S. BASELINE WITHIN ONE YEAR OF THE DATE OF THIS SURVEY.
2. ALL DISTANCES ARE IN FEET.
3. THE PURPOSE OF THIS SURVEY IS TO PREPARE A RECORD OF SURVEY FOR WEST COAST INDUSTRIES.
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF WEST COAST INDUSTRIES. RIGHTS TO RELY ON OR USE THIS SURVEY DO NOT EXTEND TO ANY UNNAMED PARTY WITHOUT THE EXPRESS RECERTIFICATION BY DODDS ENGINEERS, INC. AND/OR THE PROFESSIONAL LAND SURVEYOR WHOSE SEAL APPEARS HEREON.

388627-9003 03/10/99 04:11:00 COUNTY RECORDS 001 121

SE 1/4, SW 1/4, SEC. 18, TWP. 26 N, RGE. 4 E, W.M.

SHEET	OF	DATE:	APRIL 1998
1	1	SVD BY:	K.D.C.
		FIELD BK:	18-26-4
		DRAWN:	L.R.B.
PROJECT NUMBER	APPROVED: S.A. MERRYMAN P.L.S.		
98043			

DEI
DODDS ENGINEERS, INC.
Planning Engineering Surveying
4205 148th Ave. N.E. Suite 200
Bellevue, Washington 98007
(425) 885-7877 (425) 885-7963 Fax

WEST COAST INDUSTRIES
14900 WHITMAN AVENUE NORTH
SEATTLE, WA 98133

RECORD OF SURVEY

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the SURVEY RECORDING ACT at the request of

WEST COAST INDUSTRIES

4/1/98

RECORDING CERTIFICATE

Filed for record this 27th day of April 1998 at 9:18 A.M. in book 121 of SURVEYS at page 121 at the request of DODDS ENGINEERS, INC.

Manager REC. NO. 9804279003

Supt. of Records 3

City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133



EASEMENT FOR SIDEWALK AND UTILITIES

This agreement is made and entered into on the 19th day of March, 1999, by and between Harold H. Faust, the owner(s) of the property described below, and the City of Shoreline, Washington, a municipal corporation.

WITNESSETH:

Whereas the City desires to use certain property of the owner(s) for the purpose of installing a sidewalk and locating utilities;

Now, therefore, in consideration of which are hereby acknowledged, the owner(s) hereby grant(s) to the City, or its assigns, subject to the conditions hereafter set forth, a permanent easement over, under and through real property described below for the purpose of: (a) constructing, repairing and maintaining a sidewalk; and (b) constructing, repairing and maintaining utilities.

Parcel number 2-8-2710-0015, legally described as follows:
See attached exhibit "A" Dec 18 Trip 26 v. R44

It is covenanted and agreed as follows:

1. That, in constructing the aforesaid improvements, the City shall do no unnecessary injury to any trees, shrubs, lawns, buildings, fences or appurtenances within the property and shall restore the surface of the ground to the same condition in which it was before the start of the improvements as near as such restoration can be made;
2. That, upon completion of any repair or maintenance work, the City shall leave the premises substantially the same as it was on the day work commenced;
3. That the City shall indemnify and hold harmless owner(s) from any claim or damage which might arise as a result of the work performed;
4. That the owner(s) shall not obstruct the easement premises in any manner that will prevent or interfere with use of the easement for the purposes identified herein, or allow any third party to obstruct the premises in a manner that will prevent or interfere with use of the easement for the purposes identified herein.
5. This agreement, and all of the terms, conditions, rights and obligations herein contained shall be binding upon the parties hereto, their successors, lessees and assigns.

Executed by:

Harold H. Faust
Owner

Owner



STATE OF WASHINGTON)
CITY OF SHORELINE) ss.

On this date personally appeared before me: Harold H. Faust, to me known to be the individual who executed the within and foregoing instrument acknowledged that they signed the same as their own and deed, for the uses and purposes therein stated.

Given under my hand and official seal this 19th day of March, 1999.

Ginger Essex
NOTARY PUBLIC in and for the State of

Washington, residing at Bellingham

My commission expires: 8-2000

WashingtonNotaries.com (7/2/99)

9903261631

9.00

990326-1631 DE:16:00 PM KING COUNTY RECORDS 002 SKM



PACIFIC SURVEYING & ENGINEERING, INCORPORATED

1812 CORNWALL AVENUE • BELLINGHAM, WA 98225
360/671-7387 • FAX 360/671-4685
E-MAIL: pse@pacificrim.net

ENGINEERING • SURVEYING • PLANNING • CONSULTING

EXHIBIT 'A'

LAND DESCRIPTION FOR EASEMENT

AN EASEMENT, BEING THE SOUTH 5.00 FEET OF THE EAST 150.00 FEET DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
COMMENCING AT A POINT WHICH BEARS FROM THE SOUTH ¼ CORNER OF SAID SECTION 18, SOUTH 89°28'44" WEST 45.00 FEET; AND NORTH 01°31'03" WEST 1002.00 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE SOUTH 89°28'44" WEST 381.78 FEET TO THE EAST LINE OF THE SEATTLE-EVERETT INTERURBAN RIGHT OF WAY; THENCE NORTH 11°34'07" EAST ALONG SAID EAST RIGHT OF WAY LINE 103.25 FEET; THENCE NORTH 89°28'44" EAST 358.58 FEET; THENCE SOUTH 01°01'02" EAST 100.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE EASTERLY 150.00 FEET THEREOF;

(ALSO BEING KNOWN AS TRACT 3, GOLF CLUB ACRES ACCORDING TO THE UNRECORDED PLAT THEREOF;

EXCEPT THE EASTERLY 150.00 FEET THEREOF.)



9903261631



Chicago Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Stephen H Joo

Address 8741 South 113th

City, State, Zip Seattle Wa 98178

941123-0644 10:27:00 AM KING COUNTY RECORDS GSE JH 3.03

9411230644

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 7th day of November, 19 94, between

HORST H FAUST AND SIEGLINDE E FAUST, TRUSTEES OF THE HORST H FAUST FAMILY TRUST, GRANTOR,

whose address is 1424 NW 201st Seattle Wa 98177

CHICAGO TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1800 Columbia Center, 701 Fifth Avenue, Seattle, Washington 98104 and

STEPHEN M JOO, BENEFICIARY,

whose address is 8741 South 113th Seattle Wa 98178

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in King County, Washington:

THAT PORTION OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS FROM SOUTH QUARTER CORNER OF SAID SECTION 18, SOUTH 89°28'44" WEST 45.00 FEET, AND NORTH 1°31'03" WEST 1002.00 FEET TO THE TRUE PLACE OF BEGINNING; AND RUNNING THENCE SOUTH 89°28'44" WEST 381.78 FEET TO EAST LINE OF SEATTLE-EVERETT INTERURBAN RIGHT OF WAY; THENCE NORTH 11°34'07" EAST ALONG SAID RIGHT OF WAY LINE, 103.25 FEET; THENCE NORTH 89°28'44" EAST 358.58 FEET; THENCE SOUTH 1°31'02" EAST 100.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE EASTERLY 150 FEET THEREOF;

(BEING KNOWN AS TRACT 3, GOLF CLUB ACRES, ACCORDING TO THE UNRECORDED PLAT THEREOF; EXCEPT THE EASTERLY 150 FEET THEREOF.)

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of (\$ 217,650.00)

TWO HUNDRED SEVENTEEN THOUSAND SIX HUNDRED FIFTY AND 00/100ths Dollars with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

PROPERTY TO BE FILED IN CHICAGO TITLE REF # 425559

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

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IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.



Horst H. Faust
 Horst H. Faust, Trustee

Sieglinde E. Faust
 Sieglinde E. Faust, Trustee

STATE OF WASHINGTON }
 COUNTY OF King } ss.
 On this day personally appeared before me
 Horst H. Faust and Sieglinde E. Faust

to me known to be the individual 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
10th day of November, 1994
Terri L. Alexander
 Notary Public in and for the State of
 Washington, residing at Bethel

STATE OF WASHINGTON }
 COUNTY OF _____ } ss.
 On this _____ day of _____, 19____,
 before me, the undersigned, a Notary Public in and for the State of Wash-
 ington, duly commissioned and sworn, personally appeared _____
 and _____,
 to me known to be the _____ President and _____ Secretary,
 respectively of _____
 the corporation that executed the foregoing instrument, and acknowledged
 the said instrument to be the free and voluntary act and deed of said corpora-
 tion, for the uses and purposes therein mentioned, and on oath stated that
 _____ authorized to execute the said instrument and that the seal
 affixed is the corporate seal of said corporation.
 Witness my hand and official seal hereto affixed the day and year first
 above written.

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

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

TO: TRUSTEE.
 The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19____