RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO :
WASHINGTON MUTUAL C/O DATAPLEX
19031 - 33RD AVE W
LYNNWOOD, WA 98036
ATTN: MAILSTOP: 116DPWA

20000609007O
Kathy Hill, Skagit County Auditor
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THIS DOCUMENT WAS PREPARED BY:
AVERIL JEPSEN
WASHINGTON MUTUAL BANK
4111 200TH SW LYNNWOOD, LYNNWOOD, WA
98036

Washington Mutual

P-92786
LAND TITLE COMPANY OF SKAGIT COUNTY

CONSENT AND WAIVER OF LIEN RIGHTS

Loan No. 0031488372
Borrower(s) DANIEL COUNLEY

Property Address which is more particularly described in Exhibit A (the "Real Property")
33280 S SHORE DR MOUNT VERNON, WA 98273 Lot 125 Bl 3 Lake Cavanaugh 2

WASHINGTON MUTUAL BANK (the "Bank") is making a loan secured by a manufactured home to the above Borrower(s) who are: 3938-003-125-0005

☐ Your mortgagors or contract purchasers of the Real Property. We understand the present balance due you is approximately $0.00.

☐ Your renter or lessee of the Real Property you own .

☒ To live rent-free on the Real Property you own.

Our Borrowers intend to locate their manufactured home on the above Real Property. The Bank must have a first lien on the manufactured home. Additionally, the Bank requires certain safeguards and assurances from those with an interest in the Real Property upon which the manufactured home will be placed before the Bank will make a manufactured home loan in circumstances such as these. The Bank therefore asks your acknowledgment by signing and returning an extra copy of this letter that:

1. Under no circumstances shall the manufactured home become a part of the Real Property it being understood that the manufactured home is and shall remain personal property (or chattel) of Borrower for purposes of enforcing Bank's security interest therein;
2. Under no circumstances will you obtain or be entitled to a lien on the manufactured home by virtue of your interest in the Real Property, or by virtue of any unpaid mortgage, contract or rent payment;
3. The Bank may enter upon the Real Property at all times for the purpose of inspection or maintenance of the manufactured home, or to otherwise protect its security;
4. If permitted by applicable law, the manufactured home may be removed by the Bank from the Real Property in the event of a default under the Bank's loan even if the manufactured home is installed on a foundation system on the Real Property, becomes an improvement to the Real Property or otherwise is exempt from registration and titling or is subject to taxation as Real Property under applicable law or if the manufactured home has been declared Real Property;

5. If you are leasing the Real Property to the Borrowers (or permitting the Borrowers to occupy the Real Property rent-free) you will allow the Bank to leave the manufactured home on the Real Property for a period of four (4) months after repossession in order to facilitate the Bank's resale efforts, provided the Bank agrees to pay the rental, if any, that would have been payable by the Borrowers during such period or if no rent would have been payable by Borrower, the sum of $100.00 per month;

6. You agree to give the Bank thirty (30) days written notice at the address for return of this document when recorded as set forth above and opportunity to cure any defaults under your lease/real estate contract/mortgage/trust indenture or deed of trust before exercising any of your remedies for default. Such notice shall be mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid.

7. You agree that this Consent and Waiver of Lien Rights is binding on you and your heirs successors and assigns.

If you hold a mortgage, trust indenture or deed of trust on the Real Property, or the Borrowers are purchasing the Real Property from you on a Real Property contract, we also wish to notify you that the Bank is taking a mortgage, trust indenture, security agreement, assignment of contract of mortgage or deed of trust ("Security Instrument") on the Borrower's interest in the contract or the Real Property as additional security for its loan. You acknowledge that our Security Instrument will not constitute a default under your real estate contract, deed of trust, trust indenture or mortgage, or provide you with any right to call any loan or other agreement due and payable or to take any adverse action against the Borrower or the Borrower's interest in the Real Property and that your agreement will bind whomever may own your interest in the property in the future.

Your courtesy and promptness in returning the signed copy of this letter will make possible this manufactured home loan to our Borrowers. Thank you for your cooperation.

Very truly yours,

By: DANIELLE DIBONAVENTURA

ACCEPTED AND AGREED TO this 10TH day of APRIL, 2000.

Land Owner(s):

Deceased

ROBERT D KRON

LaVonne L. Counley

LAVONNE L COUNLEY

200006090070
Kathy Hill, Skagit County Auditor
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STATE OF ______________________)
COUNTY OF ____________________) ss.
)

On this day personally appeared before me ______________________ and ______________________, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and puposes therein mentioned.

WITNESS my hand and official seal this ________ day of ______________, ________.

____
Notary Public in and for the State of ______________
residing at: ______________________
My appointment expires: ______________

STATE OF Washington)
COUNTY OF Snohomish) ss.
)

On this day personally appeared before me LaVonne L Counley and ______________________, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and puposes therein mentioned.

WITNESS my hand and official seal this 04 day of 20th, 2000.

Thawna Moss
Notary Public in and for the State of Washington
residing at: Lake Stevens
My appointment expires: Feb. 28, 2002

THAWNA MOSS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES FEBRUARY 28, 2002

200006090070
Kathy Hill, Skagit County Auditor
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EXHIBIT A

LOT 125, BLOCK 3, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 2", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGES 49 THROUGH 54, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.