



200103060035

, Skagit County Auditor

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AFTER RECORDING MAIL TO:  
BANK OF AMERICA, N.A.  
ATTN: Tracy Guinasso  
PO BOX 84448  
SEATTLE WA 98124

**DOCUMENT TITLE (s): LANDLORD WAIVER**

**GRANTOR (s):**

- 1) KAREN E. HOMITZ, DDS ( TENANT)
- 2) RICHARD I. JOHNSON (LANDLORD)

**GRANTEE (s):** BANK OF AMERICA, N.A.

**ABBREVIATED LEGAL DESCRIPTION:** BURLINGTON LOTS 3 THRU 7  
BLK 94 DK 12

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER (s):**  
P71915

**LANDLORD, VENDOR OR MORTGAGEE WAIVER AND CONSENT**

To: BANK OF AMERICA, N.A.

Whereas Karen E. Homitz, DDS has granted to you a security interest in the following described personal property: A/R's, Equipment and Inventory.

(hereinafter called "personal property") which is now located or is to be located and kept on the following described real property described by local and legal address:

Local address: 130 East Hazel  
Burlington, WA 98223

Legal address: Lots 3,4,5,6, and 7, Block 94, Plat of Burlington,  
Skagit Co., Wash., as per Plat recorded in volume 2  
of plats, page 90, records of Skagit County.

(hereinafter called "real property") and;

Whereas, the undersigned is the Landlord, Contract Vendor or Mortgagee of the real property;

Now, therefore, in consideration of your delivery of the personal property to the purchaser and your consent to its location upon the real property, the undersigned hereby waives all rights, claims, and demands of every kind against the personal property, including, but not being limited to any claim or lien for unpaid rent. This waiver shall not be construed as a waiver by landlord or any rights under its lease agreement, with Tenant, except to the extent of the personal property described herein. Upon release of the security interest herein, this waiver shall be null and void.

This waiver is to continue until satisfaction or release by you or your successor of the security interest in the personal property;

It is further agreed that the personal property described shall at all times be and remain personal property and not become a fixture or real property. We further irrevocably consent to the entry by you or your successors or assigns upon the real property for the purpose of inspection, removal, repossession or foreclosure or recovery in any lawful manner; provided, that in the event of the removal of any of the personal property, the Bank, its successors and assignees, agree to repair any damage caused by said removal such that that portion of the Premises are restored to the condition in which they were prior to placement of specific subject personal property and/or equipment.

Executed this 4 day of December, 2000.

Landlord, Real Property Vendor or Mortgagee:

Richard I. Johnson  
Richard I. Johnson

State of Washington )  
County of Skagit ) SS

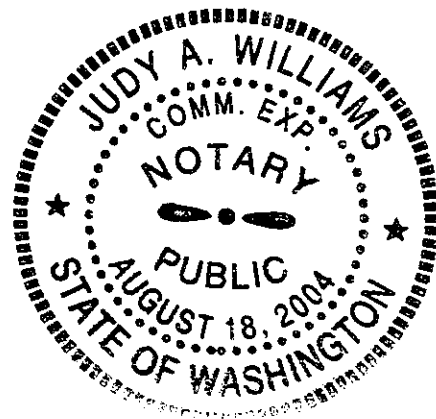
On this 4 day of December, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard I. Johnson to me known or proven on the basis of satisfactory evidence to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Judy A. Williams  
Notary Public in and for the State of Washington

Residing at Bellingham

My appointment expires Aug 18 04



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