



201801310068

Skagit County Auditor

1/31/2018 Page

1 of

\$83.00
10 12:48PMRecording requested by: EMA INTERNATIONAL SALES & AUCTION LLC Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: EMA INTERNATIONAL SALES & AUCTIONName MICHAEL ODELLAddress: 10031-240TH PLACE S.W.Address 10031-240TH PL. SWCity/State/Zip: EDMONDS, WA 98020City/State/Zip EDMONDS, WA 98020

Claim of Lien

State of WASHINGTON

P23311

SEC 1 TWP 34 R 04

County of SKAGITI, MICHAEL ODELL

, being duly sworn, state the following:

In accordance with an agreement to provide labor and/or material, I did furnish the following labor and/or materials:

SEE EXHIBIT A ATTACHEDon the following described real property located in SKAGIT County, State of WASHINGTON, commonly known as:23528 OLD DAY CREEK ROAD
CLEAR LAKE, WA 98235and legally described as: SEE EXHIBIT B ATTACHEDwhich property is owned by ANDREW & LORVILLE MITCHELLE, whose address isPO BOX 627, CLEAR LAKE, WA 98235, of a total valueof \$ 6,269.00, of which there remains unpaid \$ 1,903.00, and I further state that Ifurnished the first of the items on the date of JAN. 4, 2018, and the last of the items on

the date of JAN. 16, 2018 . SEE EXHIBIT CATTACHED

I hereby, under the laws of the State of WASHINGTON , claim a lien against the above-described property in the amount of money, stated above, which remains unpaid to me.

EMA INTERNATIONAL SALES+AUCTION, LLC

By: [Signature]

Signature of Person Claiming Lien

MICHAEL ODELL, OWNER

Name of Person Claiming Lien

Address of person claiming lien:

10031-240TH PL. SW
EDMONDS, WA 98020

On January 31st, 2018 , Michael Odell came before me personally and, under oath, stated that he/she is the person described in the above document and that he/she signed the above document in my presence.

[Signature]

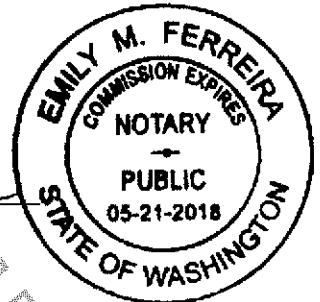
Notary Signature

Notary Public, Emily M. Ferreira

In and for the County of Snohomish State of Washington

My commission expires: 05-21-2018

Seal



CERTIFICATE OF MAILING

I, MICHAEL ODELL , certify that on this date, JAN. 31, 2018 , I have mailed a copy of this Claim of Lien by USPS certified mail, return receipt requested, in accordance with the law, to:

Name: ANDREW MITCHELLE+LUCILLE MITCHELLE

Address: PO Box 627, CLEAR LAKE, WA 98235

Date: JAN. 31, 2018

[Signature]

Signature of Person Mailing Claim of Lien

MICHAEL ODELL

Name of Person Mailing Claim of Lien

EXHIBIT A

EMA International Sales & Auction, LLC

Online Equipment Sales Agreement

1. This agreement is made and entered into this 13 day of JAN 2018 at CLEAR LAKE County, State of Washington, between EMA International Sales & Auction, LLC (herein called "Auctioneer"), and Andrew Mitchell (herein called "Owner").

Auctioneer is licensed by the State of Washington under Washington license number 20200-001995, insured and bonded.

2. Owner grants Auctioneer the right to sell at auction or private sale, certain personal property described in Schedule A attached hereto. All such items will be sold with **NO RESERVE** unless otherwise specifically designated and initialed on a per-item basis on Schedule A.
3. The sale shall commence on a date to be determined by the Auctioneer.
4. Owner agrees that Owner has the full power and authority to sell such personal property and that such property is free and clear of any liens or other encumbrances.
5. Owner agrees to indemnify and hold harmless the Auctioneer, its agents, employees and/or assigns against any claims, actions, causes of action, demands, rights, damages, losses or costs that may occur because of any lien or any encumbrance upon any property subject to this agreement at the time of sale or otherwise.
6. We sell equipment in place. Removal from the site is the buyer's responsibility. Owner is responsible for safeguarding the equipment until the buyer takes possession upon full payment and transfer of legal title.
7. It is understood that Auctioneer will use its best efforts to advertise in appropriate publications and/or websites, as applicable, and in conducting the auction or sale. Owner hereby agrees to pay upon execution of this Sales Agreement a non-refundable Advertising Fee in accordance with paragraph 9 hereof. It is further agreed that Auctioneer will receive all proceeds of sale, requiring all checks to be drawn to the order of Auctioneer, and will account for the proceeds of the sale.
8. Owner agrees, jointly and severally, that Auctioneer will withhold a commission fee of Twenty Five percent (25 %) of the net sale proceeds, subject to the provisions of paragraph 9 hereof. It is further understood that auctions are conducted as an absolute, and items will sell at the hammer price. All items are consigned for sale with **NO RESERVE**; provided, however, that should Owner require a reserve on any item, Owner further agrees as follows: (a) Owner **MUST** notify Auctioneer at the time of execution of this Agreement of the amount of such reserve(s) and the item(s) to which such reserve applies, as provided in paragraph 2 hereof and Schedule A attached hereto, and (b) Owner shall pay

a listing fee at the time of execution hereof, which fee will be credited to Owner's account when the item is sold at or above the reserve price. If the item is not sold, said fee will be retained by Auctioneer. All reserves MUST be noted on Schedule A hereto.

9. Owner agrees that in addition to the commission stated above, Auctioneer will withhold the following expenses from the gross proceeds of the sale (unless payable on execution as provided below):
- | | |
|--|-------------------------------------|
| Flat advertising/listing fee (if applicable) | \$ _____ (payable on execution) |
| Labor (prep for sale, cleaning, inventory, etc.) | \$35.00/hr./person |
| Bank/credit card fees | Actual fees |
| UCC search fees | Actual fees |
| Dump/disposal fees | Actual fees |
| Contracted services to facilitate purchase or sale | Actual fees |
| Other costs of sale paid to third parties | Actual fees |
| Appraisal fees as requested by Owner | \$65.00 per hour or portion thereof |
10. If Owner requests Auctioneer to research proposed sale prices for approval by Owner, appraisal fees as set out in paragraph 9 above will be payable by Owner.
11. Owner and Auctioneer hereby agree that the object of this agreement is to sell the consigned items for the highest price attainable in the prevailing market, to the mutual benefit of the parties hereto. Owner agrees that, in the case of an item on which the Owner has placed a reserve, bidding shall start at the reserve price.
12. Owner and Auctioneers further agree as follows:
- 1000.00 DEPOSIT
- EST CLEAN UP EST 6000.00
13. It is mutually agreed by and between Owner and Auctioneer that this contract shall be binding upon them and their heirs, executors, administrators, devisees, legatees, assigns and successors in interest.
14. Owner acknowledges that Owner has read the foregoing contract and agrees to all

the conditions contained therein and further acknowledges receipt of a copy thereof, including all attachments.

Owner:

Signature Ande G. Mitchell

Print name Ande G. Mitchell

Street address POB. 627

City, State, Zip Clear Lake Wash - 98235

Phone 360-708-3268 Fax _____

Email _____

Auctioneer:

Signature Mike Odell

Print name Mike Odell

Street address 10031 - 240th Place SW

City, State, Zip Edmonds, WA 98020

Phone 206-542-4460 or 604-260-5576

Email modell@tradermick.com

EXHIBIT B

23528 Old Day Creek Road, Clear Lake, WA 98235

Parcel #P23311

Parcel Number	XrefID	Quarter	Section	Township	Range
P23311	340401-0-036-0003	NE	01	34	04

Owner Information

MITCHELLE ANDREW G

MITCHELLE LUCILLE M

PO BOX 627

CLEAR LAKE, WA 98235

Site Address(es)

23520 OLD DAY CREEK ROAD

[Old Address: 2154 OLD DAY CREEK RD]

23528 OLD DAY CREEK ROAD

[Old Address: 2156 OLD DAY CREEK RD]

Skagit County, WA (Jurisdiction, State)

Legal Description:

TAX 6C AND TAX 6B: THAT PORTION OF GOVERNMENT LOT 6, IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF THE PAVED STATE ROAD AND THE CENTER OF PICKERING OR DAY CREEK ROAD, NEAR THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 6; THENCE EAST ALONG THE CENTER OF SAID PICKERING ROAD 135 FEET; THENCE SOUTH AT RIGHT ANGLES 100 FEET; THENCE WEST AT RIGHT ANGLES TO THE CENTER OF SAID PAVED STATE ROAD; THENCE NORTHWESTERLY AND NORTH ALONG THE CENTER OF SAID PAVED STATE ROAD TO THE POINT OF BEGINNING: (BEING A PORTION OF WHAT IS KNOWN AS THE MABEL C. PICKERING PROPERTY), EXCEPT ROADS. TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 6, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTERLINE OF THE COUNTY ROAD KNOWN AS PICKERING DAY CREEK ROAD, ALONG THE NORTH LINE OF SAID SUBDIVISION, 135 FEET EAST OF ITS INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 1A; THENCE SOUTH AT RIGHT ANGLES TO SAID PICKERING ROAD 100 FEET; THENCE EAST TO THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY; THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE CENTERLINE OF PICKERING ROAD; THENCE WEST 83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPT ROADS. TOGETHER WITH THAT PORTION OF THE WEST 50 FEET OF THE REAL ESTATE DESCRIBED IN DEED RECORDED DECEMBER 21, 1988, UNDER AUDITOR'S FILE NO. 8812210041, LYING BETWEEN THE NORTH AND SOUTH BOUNDARIES OF THE HEREINAFTER DESCRIBED TRACT EXTENDED EASTERLY 50 FEET, MORE OR LESS, TO THE CENTERLINE OF THE REAL ESTATE DESCRIBED IN SAID DEED, SAID TRACT IS DESCRIBED AS FOLLOWS: THAT PORTION OF GOVERNMENT LOT 6, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTERLINE OF THE COUNTY ROAD KNOWN AS PICKERING DAY CREEK ROAD, ALONG THE NORTH LINE OF SAID SUBDIVISION, 135 FEET EAST OF ITS INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 1A; THENCE SOUTH AT RIGHT ANGLES TO SAID PICKERING ROAD 100 FEET; THENCE EAST TO THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILROAD COMPANY RIGHT OF WAY; THENCE NORTHERLY ALONG SAID RIGHT OF WAY TO THE CENTERLINE OF PICKERING ROAD; THENCE WEST 83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPT ROADS.

EXHIBIT C

EMA International Sales & Auction LLC

10031 - 240th Place SW

Edmonds, WA 98020

206.542.4460

604.260.5576

January 28, 2018

Andrew Mitchell

PO Box 627

Clear Lake, WA 98235

INVOICE

For services rendered re cleanup of premises located at 23528 Old Day Creek Road, Clear lake, WA 98235:

Labor (156 hrs. @ \$35.00/hr.)	\$	5,460.00
Commission on yard sales of \$2,466.00 (see attached) @ 25% (sales tax of \$199.25 will be paid by EMA)		616.50
Commission on net proceeds of scrap sale of \$770.00 (see attached) @ 25%		192.50
SUBTOTAL	\$	6,269.00
Proceeds of yard sale	(	2,466.00)
Less yard sale proceeds paid directly to Mitchell		100.00
Less deposit paid in advance	(	2,000.00)
TOTAL DUE	\$	1,903.00

Due and Payable Upon Receipt

Thank you for your business!

CLEAR LAKE SALES

Vise	\$	60.00
Old saw		30.00
Metal table		10.00
Old chain		10.00
Truck stand		10.00
Steel		10.00
Lot of tires on rims		50.00
Lathe		60.00
Jack		10.00
Plank		20.00
Milk crate		10.00
Milk crate		10.00
GMC front grille		25.00
Bike		10.00
Lamp		10.00
Old dump bike		60.00
Old car		65.00
Old metal parts		65.00
Chain		5.00
Old lead		15.00
Pitchfork (bad handle)		5.00
Big toolbox (rusty)		25.00
Plastic cart		15.00
Hood and wheels		100.00
Odd piece metal		11.00
Lead weight		5.00
Go cart body		20.00
Jack		5.00
Wheels		40.00
Small Lathe (bad condition)		20.00
Wood		40.00
Old timber		30.00
Large metal table		175.00
Odd pieces scaffolding		100.00
Metal		100.00
Big metal plate		40.00
Mini car body (damaged)		50.00
Wheels		100.00
Tank		25.00
Table		30.00
Vise		40.00
Old saw		30.00
Bucket		100.00
Blade		50.00
Scaffold		100.00
Anvil		30.00

Jack	\$	4.00
Dead End sign		2.00
Tube		20.00
Old toolbox		5.00
Saw blade		30.00
Small chain		5.00
Tube (metal)		75.00
Metal plate		40.00
Yard art		5.00
Plastic ring		20.00
Rusty toolbox		2.00
Small magnet		2.00
Band saw		100.00
Metal plate		50.00
Small vise		25.00
Wire mat		10.00
Old electric grinder		15.00
Milk crate		10.00
Jerry can		5.00
Insulators		20.00
Hitches		45.00

Subtotal	\$	<u>2,366.00</u>
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Truck box (collected by Ande)		50.00
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Mini go cart (collected by Ande)		<u>50.00</u>
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TOTAL	\$	2,466.00
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Skagit River Steel & Recycling, Inc.

Serving You Since 1958
1255 South Anacortes Street
P.O. Box 376
Burlington, WA 98233-0376
(360) 757-6096, FAX (360) 757-8820

Customer:

EMA INTERNATIONAL SALES & AUCTION
10031 240TH PL SW
EDMONDS, WA 98020

Purchase Ticket

Purchase Ticket # 46602
Purchase Date 01/25/18

Terms 30
Payment Due 2/14/18

Item Name	Order #	Gross	Tare	Net	Price	Total
Rec: 01/15/2018 WT Ticket #S 154467						
#1 PREPARED STEEL		44,800.0	33,260.0	11,540.0 LB	\$100.000000 Ton	\$577.00
Release # / Deliv 20-23						
Rec: 01/16/2018 WT Ticket #S 154487						
#2 UNPREPARED STEEL		43,140.0	33,960.0	9,180.0 LB	\$100.000000 Ton	\$459.00
Release # / Deliv 20-31						
Rec: 01/25/2018 WT Ticket #S 154709						
BULK APPLIANCES		39,200.0	34,840.0	4,360.0 LB	\$50.000000 Ton	\$109.00
Release # / Deliv 20-47						
Totals:		127,140.0	102,060.0	25,080.0		\$1,145.00

- \$375.00

HAUL FEE 5 TRIPS @ 75.00 EACH

\$770.00

I, the under signed, affirm under penalty of law that the property that is subject to this transaction is not to the best of knowledge stolen property.

Payment Information

Date	Check / Ref	Check	Cash / EFT	Total Appld
01/26/18	140877	\$770.00	\$0.00	\$770.00

Signature of Seller

Date

Signature of Buyer or Witness



RECYCLING TODAY FOR TOMORROW'S FUTURE
8 TO 4:30 MONDAY THROUGH FRIDAY



1/26/2018 10:36:16AM

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