



Skagit County Auditor
2/8/2018 Page

1 of 6 3:30PM
\$79.00

WHEN RECORDED RETURN TO:

Home Trust of Skagit
P.O. Box 2444
Mount Vernon, WA 98273

DOCUMENT TITLE(S):

Memorandum of Ground Lease

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

RAUL J. BADILLO, a married man, as his separate property; and KAREN KAHUHU, a single woman

GRANTEES:

Home Trust of Skagit, a Washington non-profit corporation

ABBREVIATED LEGAL DESCRIPTION:

Lot 5, Summerlynd.

TAX PARCEL NUMBER(S):

P132993

When Recorded return to:

Home Trust of Skagit
P.O. Box 2444
612 South First Street
Mount Vernon, WA 98273

Land Title and Escrow MEMORANDUM OF GROUND LEASE

01-162701-

DE

Between Karen Kahuhu and Raul Badillo , and Home Trust of Skagit

This Memorandum Of Ground Lease (the "Memorandum") is made and entered into this 7th day of February 2018, by and between Karen Kahuhu and Raul Badillo, whose address is 933 Summerlynd Lane, Mount Vernon, Washington 98273 (the "Homeowner") and Home Trust of Skagit, with offices at P.O. Box 2444, Mount Vernon, WA 98273 (the "Trust").

~~**~~ a married man

WITNESSETH:

* A single woman

Home Trust of Skagit is the owner of certain real property located in Skagit County, the state of Washington, known as 933 Summerlynd Lane, Washington 98273, (the "Leased Land") more particularly described as follows:

Insert Legal Description: Lot 5, Summerlynd
P132993

The Homeowner is the owner of the house and other improvements (the "Home") located on the Leased Land and purchased the Home subject to the terms and of an unrecorded Ground Lease (the "Lease") between Home Trust of Skagit as the lessor and Karen Kahuhu and Raul Badillo as the lessee, Which Ground Lease is dated February 7th 2018.

The provisions of the Lease include the following.

- The lease commences on February 7th 2018 and terminates on February 7th 2117. The Lease is subject to a renewal for an additional period of 99 years.
- The Lease prohibits Homeowner from mortgaging the Home and Homeowner's interest in the Leased Land without the consent of the Trust.
- The Lease requires that, in the event the Homeowner intends to sell the Home, Homeowner shall notify the Trust of such intent; and that, thereupon, the Trust shall have the option to purchase the Home on the terms and conditions contained in the Lease. The Home may not be conveyed to a third party without compliance with the terms of the Lease.
- The Lease stipulates that the Homeowner's interest in the Leased Land shall not be assigned or subleased without the prior written consent of the Trust.
- The Lease requires that the Leased Land be used only for residential purpose. Any Additions or alterations to the Home must comply with the terms of the Lease.
- No liens for services, labor, or materials shall attach to the Trust's title to the Leased Land.
- The Lease requires the Homeowner to make certain monthly payments.
- The Lease requires that this Memorandum of Ground Lease be recorded in the records of Skagit County, Washington.

This Memorandum is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions of the Lease, but is intended only to give notice of such Lease and the provisions thereof.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Ground Lease.

HOMEOWNER:

Karen Kahuhu
Karen Kahuhu

TRUST:

Jodi Dean Monroe
Jodi Dean Monroe, Executive Director

HOMEOWNER:

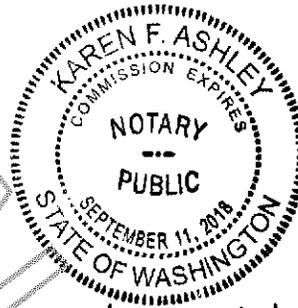
Raul Badillo
Raul Badillo

Kent Haberly
Kent Haberly, President

Lessee's Notary Acknowledgment

STATE OF WASHINGTON)

ss.



COUNTY OF SKAGIT)

On this day personally appeared before me Karen Kahuhu and Raul J. Badillo, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 7th day of February, 202018

Karen Ashley
(print name) Karen A. Ashley
Notary Public in and for the State of Washington
My Appointment Expires 9-11-2018

Home Trust of Skagit's Notary Acknowledgment

STATE OF WASHINGTON)

ss.

COUNTY OF SKAGIT)

On this day personally appeared before me _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of _____, 20____.

(print name) _____
Notary Public in and for the State of Washington
My Appointment Expires _____

STATE OF Washington }
COUNTY OF Skagit } SS:

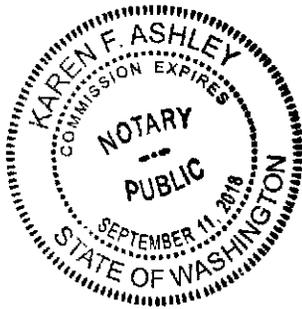
I certify that I know or have satisfactory evidence that

Jodi Dean Monroe

_____ is/are the person(s) who appeared before
me, and said person(s) acknowledge that they _____ signed this instrument, on oath stated They are
is/are authorized to execute the instrument and acknowledge that as the
Executive Director of Home Trust of Skagit, a Washington non-profit corporation
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: February 7th 2018

Karen Ashley
Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 9/11/2018



Order No.: 01-162707-OE

Parcel A: Lot 5, Plat of Summerlynd, recorded November 20, 2015, under Auditor's File No. 201511200145, records of Skagit County, State of Washington, being "Land" as defined in the policy to issue, EXCEPTING THEREFROM all buildings and improvements located thereon.

Situate with the County of Skagit, State of Washington.