#### STATE OF WASHINGTON KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

V.

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HAUETER BRONSIN ROY BILLEE KAE HAUETER, individually and as part of their marital community; TRACÉE VELOY RICHARDSON, individually and as part of her marital BRANDON VAN community; and NANCY **KERR** HAUETER HAUETER, individually and as part of their marital community; HAUETER ENTERPRISES, LLC, a Washington liability company, d/b/a limited TURNKEY LEASING and COAST AUTO; TURNKEY LEASING, LLC, a Washington limited liability **FAMILY** company; ENTERTAINMENT CORPORATION, Washington corporation, PUBLISHING; UNIVERSAL UNIVERSAL PUBLISHING, LLC, a Washington limited liability company; COUNTRY CABINS AND MOBILE PARK, LLC, a Washington limited liability company; COLONIAL PARK HOME, LLC, a Washington limited liability company; LEAVENWORTH LODGE, LLC, a Washington limited company; CHILDREN'S liability f/k/a/ SAFETY SOCIETY, CHILDREN'S SAFETY BUREAU, a NO. 17-2-33035-3 SEA

STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT

STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT - 1 ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 464-7745

Washington nonprofit corporation, a/k/a NEEDY CHILDRENS SHOPPING CHILDREN'S SPREE: NEEDY HUNGER **EMERGENCY** FUND. BACK TO SCHOOL CHILDREN'S RELIEF. POVERTY CHILDREN'S SHOPPING SPREE, HOLIDAY RELIEF MEAL FUND; SEARCH AND RESCUE NONPROFITS, a Washington nonprofit corporation, a/k/a HOLIDAY RELIEF **EMERGENCY** FUND; NETWORK RELIEF EMERGENCY RELIEF SERVICES, a Washington nonprofit public benefit corporation, a/k/a BACK TO SCHOOL HELPING HANDS; CHILDREN'S HUNGER RELIEF AID, a Washington nonprofit corporation, f/k/a CANCER EXAM NETWORK and CHILDREN'S HOSPITAL EMERGENCY FUND,

Judgment Creditor:

Judgment Debtors:

#### Defendants.

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#### I. JUDGMENT SUMMARY

State of Washington
Roy Bronsin Haueter;
Billee Kae Haueter;
Tracee Veloy Richardson;
Brandon Van Haueter;
Nancy Kerr Haueter;
Haueter Enterprises, LLC;
Turnkey Leasing, LLC;
Family Entertainment Corporation, d.b.a.
Universal Publishing;
Universal Publishing, LLC;
Country Cabins and Mobile Park, LLC;
Colonial Park Home, LLC;
Leavenworth Lodge, LLC; Children's Safety
Society, f.k.a. Children's Safety Bureau, a.k.a.
Needy Children's Shopping Spree, Needy
Children's Hunger Emergency Fund, Back To
School Children's Relief, Poverty Children's
Shopping Spree, Holiday Relief Meal Fund;
Search and Rescue Nonprofits, a.k.a. Holiday
Relief Fund;
Emergency Relief Network f.k.a. Emergency
Relief Services a.k.a. Back to School Helping
Hands;

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residing in Bonney Lake, Washington. All actions taken by Defendants Brandon Van Haueter and Nancy Kerr Haueter as set forth herein were for the benefit of their marital community.

- 2.4 Defendant Haueter Enterprises, LLC is a Washington for-profit limited liability company with its principal place of business in Tacoma, Washington.
- 2.5 Defendant Turnkey Leasing, LLC, is a Washington for-profit limited liability company with its principal place of business in Tacoma, Washington.
- 2.6 Defendant Family Entertainment Corporation is a Washington for-profit corporation with its principal place of business in Leavenworth, Washington.
- 2.7 Defendant Universal Publishing, LLC, is a Washington for-profit limited liability company with its principal place of business in Tacoma, Washington.
- 2.8 Defendant Colonial Park Home, LLC, is a Washington limited liability company and has no principal place of business.
- 2.9 Defendant Country Cabins and Mobile Park, LLC, is a Washington for-profit limited liability company with its principal place of business in Cashmere, Washington.
- 2.10 Defendant Leavenworth Lodge, LLC, is a Washington for-profit limited liability company and has no principal place of business.
- 2.11 Defendant Children's Safety Society (CSS) (formerly known as Children's Safety Bureau) was a Washington nonprofit corporation and registered as a charitable organization with the Washington Secretary of State. CSS also operated and solicited donations under the names Children's Hunger Emergency Fund, Back to School Children's Relief Fund, Poverty Children's Shopping Spree, Holiday Relief Meal Fund, MAKE A BIRTHDAY WISH, Public Safety Clinic, Needy Children's Shopping Spree, and Operation Summer Camp. CSS claimed it provided educational materials to encourage children's safety and raised money to give gifts to children during the holidays. Roy Haueter served as executive director during the time relevant to this litigation. By order of this Court, CSS was dissolved on November 30, 2018.
  - 2.12 Defendant Search and Rescue Charities (SRC) (formerly known as Washington

 State Crime Education Task Force, United States Crime Education Task Force, and US Crime Education Task Force) was a Washington nonprofit corporation and a charity registered with the Washington Secretary of State. SRC also operated and solicited donations under the name Holiday Relief Fund and Northwest Bloodhounds Search and Rescue. SRC claimed to provide funding to search and rescue units local to the donor, help fund search and rescue teams, and distribute educational materials to the public about outdoor safety. Roy Haueter served as executive director during the time relevant to this litigation. Mindee Graver and Roy Haueter filed Articles of Dissolution for SRC on January 23, 2018.

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- 2.13 Defendant Emergency Relief Network (ERS) (formerly known as Emergency Relief Services, Senetta Walton CES, and Senetta Walton Christian Educational Society of Tacoma) was a Washington nonprofit public benefit corporation and is registered as a charitable organization with the Washington Secretary of State. ERS also operated and solicited donations under the name Back to School Helping Hands. ERS claimed to provide clothing and school supplies to foster children local to the donor and provide educational materials regarding disaster preparedness. Roy Haueter served as executive director during the time relevant to this litigation. By order of this Court, ERS was dissolved on November 30, 2018.
- 2.14 Defendant Children's Hunger Relief Aid (CHRA) was a Washington nonprofit corporation and was registered as a charitable organization with the Washington Secretary of State. CHRA previously operated and solicited donations under the names Cancer Exam Network and Children's Hospital Emergency Fund. In its various iterations, CHRA claimed to help fund cancer research, help families of sick and injured children pay expenses, and provide food vouchers to needy families. Roy Haueter served as executive director of CHRA during the time relevant to this litigation. Mindee Graver and Defendant Roy Haueter filed Articles of Dissolution for CHRA on January 23, 2018.
- 2.15 The term "Defendants" in this Stipulated Judgment refers collectively to all defendants as well as their agents, servants, employees, and representatives.

- 2.16 Defendants were, at all times relevant to this lawsuit, engaged in trade or commerce within the meaning of RCW 19.86.020.
- 2.17 CSS, ERS, SRC, and CHRA were, at all times relevant to this lawsuit, "charitable organizations" ("nonprofits") within the meaning of RCW 19.09.020(2). The nonprofits solicited and collected contributions from the general public and purported to use the support for charitable services. As charitable organizations CSS, ERS, SRC, and CHRA were required to register with the Washington State Secretary of State's office and were subject to the requirements of the Charitable Solicitations Act (CSA), RCW 19.09.
- 2.18 The Court entered an Order Granting Plaintiff's Motion for Partial Summary Judgment on November 30, 2018 ("Order"). The Order is incorporated herein. Summary judgment was entered over Defendants' objection and Defendants disagree with the facts found by the Court. Absent the settlement herein, Defendants would have a right to appeal the Court's Order. In the interest of fully and finally resolving this litigation, Defendants waive any right to appeal and stipulate to entry of judgment as stated herein.
- 2.19 The Order found that Defendant Turnkey Leasing, LLC, was, at all times relevant to this lawsuit, a "commercial fund-raiser" within the meaning of RCW 19.09.020(5), that it received compensation for directly and indirectly soliciting and receiving contributions within Washington on behalf of the nonprofits, and that it was required to register with the Washington State Secretary of State's office prior to making any solicitations and is subject to the requirements of the CSA.
- 2.20 The Order found that Roy Haueter, Billee Haueter, Brandon Haueter, Nancy Haueter, and Tracee Richardson are or have been governors, officers, managers, directors, or otherwise in charge of CSS, ERS, SRC, CHRA, and Turnkey Leasing during the period relevant to this lawsuit. They personally participated in, and with knowledge approved of, CSS, ERS, SRC, CHRA, and Turnkey Leasing's activities that the Court declared to be in violation of Washington's Consumer Protection Act and Charitable Solicitations Act set out below.

2.21 The Order found that since at least December 22, 2010, the nonprofits, under the direction of Roy Haueter and Turnkey Leasing, under the direction of Brandon Haueter, solicited Washington consumers for charitable contributions using telephone, direct mail, and the Internet.

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- 2.22 The Order found that since at least December 22, 2010, the nonprofits, under the direction of Roy Haueter, used multiple P.O. Boxes and commercial mailboxes in the regions where potential donors resided.
- 2.23 The Order found that since at least December 22, 2010, the nonprofits under the direction of Roy Haueter and Turnkey Leasing, under the direction of Brandon Haueter, while soliciting for charitable contributions, did not consistently clearly and conspicuously disclose the following at the point of the solicitation:
  - a. The name of the individual(s) making the solicitation;
  - b. The identity of the charitable organization;
  - c. The city of the principal place of business of the charitable organization;
  - d. The published number and web site of the office of the Secretary of State's Charity Division; and
  - e. The identity of the commercial fund-raiser.
- 2.24 Between January 1, 2016, and August 2018, the nonprofits mailed more than 41,000 solicitations to residents of Washington, Idaho, Oregon, Montana, Alaska, and California.
- 2.25 The Order found that since at least December 22, 2010, Turnkey Leasing, under the direction of Brandon Haueter, made telephonic solicitations for charitable contributions from its business location in Tacoma, Washington. During 2016, 2017, and 2018, Turnkey Leasing made more than 1.5 million calls and more than 90,000 people from Washington, Idaho, Oregon, Montana, Alaska, and California pledged donations. At no point did Turnkey Leasing register with the Secretary of State as a commercial fund-raiser nor did it maintain a surety bond as required by RCW 19.09.191.

- 2.26 The Order found that during the relevant time none of the nonprofits maintained accurate, current, and readily available books and records at their usual business location.
- 2.27 The Order found that the nonprofits held assets subject to limitations permitting their use only for charitable, religious, eleemosynary, benevolent, educational, or similar purposes.
- 2.28 The Order found that the nonprofits' governors, officers, and directors breached their duties to the nonprofits' charitable trusts by engaging in self-dealing, failing to address conflicts of interest, failing to provide appropriate supervision and accountability for their executive director, and failing to account for the trust property.
- 2.29 The Order found that when CHRA and SRC dissolved, they did so without a plan of distribution and maintained assets after their formal dissolution. Without notice to the Attorney General, CHRA and SRC transferred their remaining assets to ERS and CSS.

#### III. CONCLUSIONS OF LAW

- 3.1 The Court has jurisdiction of the subject matter of this action and of the parties hereto, and Plaintiff's Complaint states claims upon which relief may be granted.
- 3.2 The Attorney General has authority to bring this action under RCW 19.09.340, RCW 19.86.080, RCW 11.110.120, and RCW 24.03.040.
  - 3.3 Venue is proper in King County pursuant to RCW 4.12.020 and RCW 4.12.025.
- 3.4 All violations of the Charitable Solicitations Act (RCW 19.09) are per se violations of the Consumer Protection Act (RCW 19.86). RCW 19.09.340.
  - 3.5 The Order found that Defendants' conduct violated the CSA and CPA.
- 3.6 The Order found that Defendants' various solicitations were false, misleading, and deceptive and had the capacity to deceive an ordinary consumer.
- 3.7 The findings in the Court's November 30, 2018, Order would support a judgment ordering Defendants to pay a civil penalty for each violation of the Consumer Protection Act, pursuant to RCW 19.86.140, for violations of the Charitable Solicitations Act, and for breaches

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- 3.9 Plaintiff and Defendants agree to entry of a Judgment binding upon Defendants and their successors, officers, employees, agents, servants, transferees, directors, and all persons in active concert or participation with Defendants permanently enjoining Defendants from engaging in the practices that violate the Charitable Solicitations Act and Consumer Protection Act as described above and requiring Defendants to comply with the injunctive relief outlined below.
- 3.10 The Order concluded that individual defendants Roy Haueter and Brandon Haueter are personally liable for the conduct that violates the CPA described in the Order.

The Court having made the foregoing Findings of Fact and Conclusions of Law, and accordance therewith, the Court enters the following:

#### IV. JUDGMENT AND DECREE

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

4.1 Definitions of the following terms are adopted from RCW 19.09.020: "charitable organization," "charitable purpose," "commercial coventurer," "commercial fund-raiser," "fund-raising counsel," "fund-raising consultant," and "solicitation." As used in this Judgment, "charitable organization" only refers to those organizations required to register with the Washington Secretary of State pursuant to RCW 19.09.065.

#### A. Injunction

- 4.2 The injunctive provisions of this Stipulated Judgment shall apply to Defendants and Defendants' successors, assigns, officers, agents, servants, employees, representatives, and all other persons in active concert or participation with Defendants.
  - 4.3 Within seven (7) days following the entry of this Judgment, Defendants shall

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inform all successors, assigns, transferees, officers, agents, servants, employees, representatives, and all other persons or entities in active concert or participation with Defendants or with the business entities named as Defendants in the Complaint of the terms and conditions of this Judgment, and shall direct those persons and/or entities to comply with this Judgment.

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- 4.4 All Defendants and all successors, assigns, transferees, officers, and agents are hereby permanently enjoined and restrained from directly or indirectly engaging in any of the following conduct:
  - a. Soliciting for contributions to any charitable organization in this or any other state provided individual Defendants Roy Haueter, Billee Hauter, Brandon Haueter, Nancy Haueter, and Tracee Richardson may solicit for their minor children or grandchildren's fund-raising efforts if 1) the anticipated amount to be raised is less than \$2,000 and 2) none of the individual Defendants benefits directly from the fund-raiser.
  - b. Serving as a member, director, officer, or manager of any charitable organization.
  - c. Holding a fiduciary or accounting role with any charitable organization.
  - d. Operating, owning, founding, or otherwise controlling a commercial fund-raiser.
  - e. Acting as a fund-raising consultant, which includes advising any charitable organization or commercial fund-raiser on the content of any solicitation, script, or marketing material used by the charitable organization or commercial fund-raiser.
  - e. Acting as a trustee of a charitable trust as defined by RCW 11.110.020.

#### B. Civil penalty

4.5 Pursuant to RCW 19.86.140, a civil penalty of \$5,000,000 shall be imposed against Defendants jointly and severally. However, \$5,000,000 of this civil penalty shall be

 suspended upon Defendants' compliance with the terms of this Stipulated Judgment.

4.6 In the event that the Court finds that Defendants are in material breach of any provision of this Stipulated Judgment, the suspended civil penalty referenced shall automatically be unsuspended and assessed against Defendants, provided, however, that in such event, Washington shall not be precluded from seeking other relief in accordance with law and appropriate to remedy any such violation.

#### C. Financial Obligations

- 4.7 Defendants have presented financial disclosures and other related documents to the State evidencing that Defendants have limited liquidity and income, and that the various properties owned by Defendants are encumbered by various mortgages. The State's agreement to accept a payment of \$284, 553.16 described in Paragraphs 4.9-4.18 and suspend civil penalties in Paragraph 4.5 is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' financial disclosure and related documents provided to the State in connection with settlement negotiations. The suspended civil penalties shall be lifted as to Defendants if, upon motion by the State, the Court finds that Defendants failed to disclose any material asset, materially misstated the value of any asset or current income stream(s), or made any other material misstatement or omission as part of completing the aforementioned financial disclosures.
- 4.8 Pursuant to RCW 19.86.080, Defendants shall pay Plaintiff \$284,553.16. The Attorney General shall use the funds for recovery of its costs and attorneys' fees in investigating this matter, future monitoring and enforcement of this Stipulated Judgment, future enforcement of RCW 19.86, or for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. In no event shall any portion of this payment be characterized as the payment of a fine, civil penalty, or forfeiture by Defendants.

#### D. Payment

4.9 Payment owing under all provisions of this Stipulated Judgment shall be in the

form of a valid check paid to the order of the "Attorney General—State of Washington" and shall be due and owing upon entry of this Stipulated Judgment. Payments shall be sent to the Office of the Attorney General, Attention: Margaret Farmer, Administrative Office Manager, 800 Fifth Avenue, Suite 2000, Seattle, Washington, 98104 3188.

- 4.10 Individual Defendants Roy and Billee Haueter own the following described real estate situated in the County of Chelan, State of Washington (hereinafter referred to as the "Leavenworth Property"):
  - Lot 1, Freund Addition, Chelan County, Washington, according to the plat thereof recorded in Volume 26 of Plats, Page 103.
  - Address: 11470 Freund Canyon Rd, Leavenworth, WA 98826
     Chelan County Department of Assessments Parcel Number:
     251831561010

Roy and Billee Haueter agree to sell the Leavenworth property for fair market value. After satisfying current recorded encumbrances and reasonable closing costs including applicable real estate broker's commission, Roy and Billee Haueter will remit the amount of \$100,000 directly out of escrow to the State. If not already done, Roy and Billee Haueter agree to list the Leavenworth property for sale as soon as practicable, but in no instance, later than thirty (30) days after entry of this judgment. Payment of the \$100,000 must be remitted to the State no later than ten (10) days after the sale of the property closes.

4.11 In the event that the net proceeds from the sale of the Leavenworth property are insufficient to satisfy in full the \$100,000 payment to the State referenced in Paragraph 4.10, Roy Haueter and Billee Haueter shall pay to the State any remaining portion of the \$100,000, without interest, except in the event of default, in twelve (12) equal monthly installments with the first monthly installment payable on November 1, 2019. However, nothing in this Judgment prohibits Defendants from making any payment owed to the State prior to November 1, 2019. Payments due to the State under this Paragraph shall be due on the first of each month.

4.12 Defendant Colonial Park Home, owns the following five parcels of land situated in the King County and Grant County (hereinafter referred to as the "Vacant Lots"):

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- a. PARCELS 1 & 2: See Exhibit A

  Address: 147xx Maple Valley Hwy, Maple Valley, WA

  King County Department of Assessments Parcel Numbers: 29230690150,
  29230690230.
- PARCELS 3-5: See Exhibit A
   Address: Mae Valley, Moses Lake, WA
   Grant County Department of Assessments Parcel Numbers: 161535000, 161542000, 161545026.

Colonial Park Home agrees to sell the vacant lots for fair market value. After satisfying current recorded encumbrances and reasonable closing costs including applicable real estate broker's commission, Colonial Park Home will remit the amount of \$100,000 directly out of escrow to the State. Colonial Park Home agrees to list the vacant lots for sale as soon as practicable, but in no instance, later than thirty (30) days after entry of this judgment. Payment of the \$100,000 must be remitted to the State no later than ten (10) days after the sale of the property closes.

- 4.13 In the event that the net proceeds from the sale of the vacant lots are insufficient to satisfy in full the \$100,000 payment to the State referenced in Paragraph 4.12, Roy Haueter and Billee Haueter shall pay to the State any remaining portion of the \$100,000, without interest, except in the event of default, in twelve (12) equal monthly installments with the first monthly installment payable on June 1, 2020. However, nothing in this Judgment prohibits Defendants from making any payment owed to the State prior to June 1, 2020. Payments due to the State under this Paragraph shall be due on the first of each month.
- 4.14 As of the signing of this Judgment, the Leavenworth Property is pending sale and scheduled close before the end of May, 2019. If the sale of the Leavenworth Property does not close on or before June 5, 2019, Defendant will secure the State's interest in the Leavenworth

- 4.15 To secure the State's interest in the vacant lots, Defendants shall grant the State a lien on each of the three the vacant lots to secure the \$100,000 indebtedness described in Paragraph 4.12, above, which shall be subordinate to any existing liens encumbering the vacant lots at the time that this Judgment is entered. These liens shall take the form of a deed of trust issued to the State in the amount of \$100,000. Defendants' failure to grant the State a deed of trust on the vacant lots shall constitute a material breach of this stipulated Judgment. Upon Defendants' full and timely payment of the \$100,000 indebtedness, the State shall release the liens on the vacant lots and provide to Defendants an executed Full Reconveyance.
- 4.16 Individual Defendants Brandon Haueter and Nancy Haueter shall remit \$10,000 to the State within sixty (60) days of entry of this Judgment.
- 4.17 Nonprofit Defendants CSS and ERS shall remit \$74,553,16 to the State within seven (7) days of entry of this judgment as follows:
  - a. Nonprofit Defendants CSS shall remit the balance of its checking account from Washington Federal checking account number 62760805010 and close the checking account.
  - b. Nonprofit Defendants ERS shall remit the balance of its checking account from Washington Federal checking account number 62760802280 and close the checking account.

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- 4.18 Upon receipt of any payment or as reasonably requested by Judgment Debtors, Plaintiff will prepare and record a partial satisfaction of the judgment.
- 4.19 In any successful action to enforce any part of this Stipulated Judgment, Defendants will pay the Attorney General its attorney's fees and costs, including reasonable attorney's fees as provided by RCW 19.86.080.

#### E. Enforcement

- 4.20 Violation of any of the injunctions contained in this Judgment, as determined by the Court, shall subject the violator to a civil penalty of up to \$25,000.00 per violation pursuant to RCW 19.86.140.
- 4.21 Violation of any of the terms of this Judgment, except for failure to make the monetary payments set out above, as determined by the Court, shall constitute a violation of the Consumer Protection Act, RCW 19.86.020.
- 4.22 This Judgment is entered pursuant to RCW 19.86.080. Jurisdiction is retained for the purpose of enabling any party to this Judgment with or without the prior consent of the other party to apply to the Court at any time for enforcement of compliance with this Judgment, to punish violations thereof, or to modify or clarify this Judgment.
- 4.23 Under no circumstances shall this Judgment or the names of the State of Washington or the Office of the Attorney General, Consumer Protection Division, or any of its employees or representatives be used by Defendants, or Defendants' agents or employees, in connection with the promotion of any product or service or an endorsement or approval of Defendants' practices.
- 4.24 Nothing in this Judgment shall be construed as to limit or bar any other governmental entity or consumer from pursuing other available remedies against Defendants.

#### F. Dismissal and Waiver of Claims

4.25 Upon entry of this Judgment, all claims in this matter, not otherwise addressed by this Judgment are dismissed.

#### OTHER AGREEMENTS V. 1 | Defendants agreed to unconditionally waive their right to appeal from any order 5.1 2 or decision of this or any other Court in this action. 3 Entered this 24th day of M2 4 5 HON. SUZANNE PARISIEN 6 7 Approved for Entry, Notice of Presentation Approved for entry and presented by: 8 Waived: 9 ROBERT W. FERGUSON Attorney General 10 Kenin T. Stur 11 12 KEVIN STEINACKER, WSBA #35475 JOSHUA STUDOR, WSBA #47183 ∠YNDA ATKINS, WSBA#52396 Attorneys for Defendants 13 Assistant Attorneys General 14 State of Washington Attorneys for Plaintiff 15 16 17 18 19 20 21 22 23 24

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## Exhibit A

Filed for record at request of and after recording return to:

STEINACKER LAW PLLC 615 E PIONEER STE. 212 PUYALLUP, WA 98372

#### **DEED OF TRUST**

Grantor(s): COLONIAL PARK HOME, LLC

Grantee(s): STATE OF WASHINGTON

Abbreviated Legal Description 1: TX# 6802 IN NWSE LS TX#'S 25 19 27

Abbreviated Legal Description 2: TAX# 7146 Abbreviated Legal Description 3: TAX# 11603

Assessor's Property Tax Parcel Nos.: 161535000, 161542000, 161545026

THIS DEED OF TRUST is made this \_\_\_ day of May, 2019, between Grantor COLONIAL PARK HOME, LLC; Trustee Pioneer Title Company; and Beneficiary State of Washington.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, Grantor's interest in the following described property in Grant County, Washington:

See Exhibit A

Tax parcel nos. 161535000, 161542000, 161545026, commonly known as Mae Valley, Moses Lake, WA.

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 an obligation to the State of Washington in the amount of one hundred thousand dollars (\$100,000), 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 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.
- 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 the 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 Grantors. 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 Grantors 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 the Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, and legal costs 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 reasonable attorney's fees and legal costs actually incurred, whether for the Trustee's Attorney or the beneficiary's attorney or both as provided by statute.
- 6. Should Grantors 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.

#### IT IS MUTUALLY AGREED THAT:

and the same

- 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.

  Deed of Trust

  -2-

- 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 Grantors 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 Grantors 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 Grantors 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 conclusive evidence thereof in favor of bona fide purchasers and encumbrances 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 the 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 Grantors, 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.

DATED this \_\_\_\_ day of May, 2019.

GRANTOR
Deed of Trust

# ROY HAUETER, Manager STATE OF WASHINGTON ) ):ss.

COUNTY OF CHELAN

COLONIAL PARK HOME, LLC

I certify that I know or have satisfactory evidence that ROY HAUETER is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Managing Member of Colonial Park Home, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for the State of
Washington, residing at
My commission expires:

#### Exhibit A

Parcel No. 161535000
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 19
NORTH, RANGE 27 E.W.M., GRANT COUNTY, WASHINGTON, DESCRIBED AS
Deed of Trust
-4-

FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25 AND RUNNING THENCE NORTH 00°22'50"" EAST, 700 FEET TO THE NORTH BOUNDARY LINE OF THE RIGHT-OF-WAY OF STATE HIGHWAY NO. 18 AS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED DECEMBER 3, 1934, RECORDED DECEMBER 14, 1934 UNDER AUDITOR'S FILE NO. 57372; THENCE NORTH 89°58'30"" WEST ALONG SAID BOUNDARY, 1470 FEET; THENCE NORTH 00°01'30"" EAST, 1320 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°58'30"" WEST, 1170 FEET MORE OR LESS TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID WEST LINE NORTH 00°01'30"" EAST, 660 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°12'00"" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1170 FEET MORE OR LESS TO A POINT BEARING NORTH 00°01'30"" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°01'30"" WEST, 660 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING. EXCEPT THE WEST 30 FEET THEREOF FOR ROAD AND LESS TAX #'S 7956, 11,603 & 11,604, DESCRIBED AS: TAX# 7956 THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE STATE OF WASHINGTON, COUNTY OF GRANT: THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 27 E.W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 00°01'30"" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 220 FEET; THENCE SOUTH 89°12' EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 400 FEET; THENCE NORTH 00°01'30"" EAST PARALLEL TO THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 220 FEET TO THE NORTH LINE THEREOF; THENCE NORTH 89°12' WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING. EXCEPT THE WEST 30 FEET THEREOF. AND LESS: TAX# 11603 THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 27 E.W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89°12'00"" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, 1060.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°12'00"" WEST ALONG SAID NORTH LINE, 660.00 FEET; THENCE SOUTH 00°22'50"" WEST PARALLEL TO THE EAST LINE OF SECTION 25, 330 FEET; THENCE SOUTH 89°12'00"" EAST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25, 660.00 FEET; THENCE NORTH 00°22'50"" EAST PARALLEL TO SAID EAST LINE OF SECTION 25, 330.00 FEET TO THE TRUE POINT OF BEGINNING. AND LESS: TAX# 11604 THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 27 E.W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89°12'00"" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, 1720.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°22'50"" WEST PARALLEL TO THE EAST LINE OF SECTION 25, 330.00 FEET; THENCE SOUTH 89°12'00"" WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25, 940.00 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 00°31'30"" EAST ALONG SAID Deed of Trust

to the termination of the contract of the cont

WEST LINE OF SECTION 25, 330.00 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 89°12'00"" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER, 940.00 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE SOUTH 00°01'30"" WEST, 220.00 FEET; THENCE SOUTH 89°12'00"" EAST, 400.00 FEET; THENCE NORTH 00°01'30"" EAST, 220.00 FEET; THENCE NORTH 89°12'00"" WEST, 400 FEET TO THE POINT OF BEGINNING.

Parcel No. 161542000
THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF GRANT, STATE OF WASHINGTON: THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 27 EAST W.M. EXCEPT THE SOUTH 1980.00 FEET THEREOF AND EXCEPT THE WEST 1170.00 FEET OF THE NORTH 660 FEET, MORE OR LESS.

Parcel No. 161545026
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 19
NORTH, RANGE 27 E.W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST
QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89°12'00"" WEST ALONG
THE NORTH LINE OF THE SOUTHEAST QUARTER, 1060.00 FEET TO THE TRUE
POINT OF BEGINNING; THENCE NORTH 89°12'00"" WEST ALONG SAID NORTH LINE,
660.00 FEET; THENCE SOUTH 00°22'50"" WEST PARALLEL TO THE EAST LINE OF
SECTION 25, 330.00 FEET; THENCE SOUTH 89°12'00"" EAST PARALLEL TO THE
NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 25, 660.00 FEET; THENCE
NORTH 00°22'50"" EAST PARALLEL TO SAID EAST LINE OF SECTION 25, 330.00 FEET
TO THE TRUE POINT OF BEGINNING.

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 said Deed and Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate not held by you thereunder.

	DATED this	_day of	 ·
BENE	FICIARY		

Filed for record at request of and after recording return to:

STEINACKER LAW PLLC 615 E PIONEER STE. 212 PUYALLUP, WA 98372

#### DEED OF TRUST

Grantor(s): COLONIAL PARK HOME LLC

Grantee(s): STATE OF WASHINGTON

Abbreviated Legal Description 1: PARCEL A OF KC BLA L95L0004

Abbreviated Legal Description 2: PARCEL C OF KC BLA L93L0132 APPROVED 5/23/94

Assessor's Property Tax Parcel Nos.: 29230690150, 29230690230

THIS DEED OF TRUST is made this \_\_\_ day of May, 2019, between Grantor COLONIAL PARK HOME LLC; Trustee First American Title; and Beneficiary STATE OF WASHINGTON.

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

See Exhibit A

Tax parcel nos. 29230690150, 29230690230, commonly known as 147xx Maple Valley Hwy, Maple Valley, WA.

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 an obligation to the State of Washington in the amount of one hundred thousand dollars (\$100,000), 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 Deed of Trust

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.

- 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 the 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 Grantors. 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 Grantors 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 the Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, and legal costs 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 reasonable attorney's fees and legal costs actually incurred, whether for the Trustee's Attorney or the beneficiary's attorney or both as provided by statute.
- 6. Should Grantors 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.

#### 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 Grantors 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 Grantors 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 Grantors 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 conclusive evidence thereof in favor of bona fide purchasers and encumbrances 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 the 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 Grantors, 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.

DATED this \_\_\_\_ day of May, 2019.

GRANTOR
Deed of Trust

COLONIAL PARK HOME	LLC
ROY HAUETER, Manager	ei .
STATE OF WASHINGTON	) ;ss.
COUNTY OF CHELAN	)

I certify that I know or have satisfactory evidence that ROY HAUETER is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Managing Member of Colonial Park Home LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NOTARY PUBLIC in and for the State of
Washington, residing at
My commission expires:

#### Exhibit A

Parcel No. 29230690150
THAT PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 6 EAST, W.M., AND THAT PORTION OF GOVERNMENT LET 8, SECTION 19, Deed of Trust

-4-

TOWNSHIP 23 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, LYING WEST OF PRIMARY STATE HIGHWAY NO. 5, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660 FEET EAST OF THE SW CORNER OF SAID SECTION 20; THENCE NORTH 185 FEET; THENCE SOUTH 90 DEGREES EAST 495 FEET TO THE POINT OF BEGINNING; THENCE NORTH 550 FEET; THENCE NORTH 90 DEGREES WEST 215 FEET; THENCE NORTH 173 FEET; THENCE NORTH 90 DEGREES WEST 55 FEET; THENCE NORTH 317.59 FEET; THENCE SOUTH 90 DEGREES EAST 405 FEET; THENCE NORTH 120 FEET; THENCE NORTH 90 DEGREES WEST 175 FEET; THENCE NORTH 415 FEET; THENCE SOUTH 89 DEGREES EAST 268 FEET MORE OR LESS; THENCE SOUTHEASTERLY ALONG THE WESTERN RIGHT OF WAY OF STATE HIGHWAY 169 (ALSO KNOWN AS MAPLE VALLEY HIGHWAY) TO A POINT EAST OF THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES WEST TO THE POINT OF BEGINNING. AKA PARCEL A OF KING COUNTY BOUNDARY LINE ADJUSTMENT APPLICATION NO. L95L0004 RECORDING NO. 9512060721—RE-RECORDING NO. 9705130876

Parcel No. 29230690230
THAT PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 6 EAST, W.M., AND THAT PORTION OF GOVERNMENT LET 8, SECTION 19, TOWNSHIP 23 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, LYING WEST OF PRIMARY STATE HIGHWAY NO. 5, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 660 FEET EAST OF THE SW CORNER OF SAID SECTION 20; THENCE NORTH 245 FEET; THENCE NORTH 48 DEGREES WEST 93 FEET; THENCE 137 FEET; THENCE NORTH 10 DEGREES EAST 143 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 10 DEGREES EAST 39 FEET; THENCE NORTH 6 DEGREES 30' WEST 156 FEET; THENCE NORTH 24 DEGREES EAST 106 FEET; THENCE SOUTH 90 DEGREES EAST 294.97 FEET; THENCE SOUTH 90 DEGREES 320 FEET; THENCE NORTH 90 DEGREES WEST 340 FEET, TO THE POINT OF BEGINNING

#### 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 said Deed and Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate not held by you thereunder.

	DATED this	day of	,	<u> </u>
BENE	FICIARY			
			2	