

No. 73752-0-1

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION I

LEGANIEDS, LLC,

Appellant

v.

WT PROPERTIES, LLC,

Respondent.

APPELLANT'S REPLY BRIEF

Matt Adamson, WSBA #31731
Attorneys for Appellant

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801 Second Avenue, Suite 1000
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Telephone: 206 292 1994
Facsimile No.: 206 292 1995

APPELLANT'S REPLY BRIEF - i

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STATE OF WASHINGTON
COURT OF APPEALS
DIVISION I
MAY 14 2013



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FACTUAL CLARIFICATION

There may be some confusion due to the various references to “Parcel’s I and II” by WT Properties that are actually “Lots 16, 17, and 18,” and different references by the parties and the documents to “Parcel A,” which is legally “Lot C” (or a portion of Lot C depending on the timing). With hopes of clarifying the history and the monikers chosen by the parties, Leganieds has attempted to collect the history in visual form as Appendix A, with citations and attachments as A-1 through A-13. To complement Appendix A, here is also a short narrative.

- The Maybrook Plat recorded in 1948 created lots 1 – 18, subject to a residential-use restriction. (CP 110)
- In 2006, Prasad sold lots 16, 17 and 18 to Rehabitat NW. (CP 135-137). Prasad purported to retain an easement for ingress, egress and utilities over 41 feet of Lot 17 for the benefit of his large lots to the south of, and outside of, the Maybrook Plat. (CP 136).
- In 2007, Prasad encumbered his larger lots with a deed of trust, which referred to those lots as “Parcel A” and “Parcel B.” (CP 139-140)
- In 2007, Prasad and Rehabitat NW recorded a Boundary Line Adjustment. The BLA made the 41 feet of lot 17 that was encumbered by the purported easement part of Prasad’s large lot to the south - “Parcel A” in the deed of trust. (CP 149-150)
- In 2011, Viking Bank foreclosed and WT Properties purchased the land sold at the trustee sale. The legal description in the notice of sale included only Parcels A and B, and not the 41 feet of Lot 17 added by the

APPELLANT’S REPLY BRIEF - 1

BLA after the recording of the deed of trust. (CP 87-88)

This litigation began as a dispute over what land was included in the October 2011 Trustee's Deed to WT Properties. (CP 92-95) The first motion for summary judgment mainly addressed whether the foreclosure included only "Parcel A" and "Parcel B" as described in the Viking Bank Deed of Trust and Trustee Deed, or also included the "Access Strip" - the 41 feet portion of Lot 17 - that was appended to "Parcel A" as a result of the 2007 Boundary Line Adjustment.

Judge Heller ruled that the Viking Bank Trustee Deed only conveyed to WT Properties Parcel A and Parcel B as described in the Deed of Trust, and did not convey the "Access Strip" portion of Lot 17. (CP 116-117) This order was not appealed. Thus, as a result of the foreclosure sale, the "Access Strip" was split off from "Parcel A," with "Parcel A" sold at the sale to WT Properties, and the "Access Strip" (41 feet of Lot 17) remaining with Prasad, the borrower. Prasad later sold the "Access Strip" to Leganieds, LLC, (CP 66) with King County issuing a separate parcel number for that parcel, making it the "Access Parcel" and charging taxes to Leganieds on that parcel. (CP 69)

APPELLANT'S REPLY BRIEF - 2

After losing its claim to ownership of the “Access Parcel,” WT claimed an easement over that 41 foot portion of Lot 17. When the case turned to address WT’s claim for an easement over the “Access Parcel,” the parties continued to refer to WT Properties’ land as “Parcel A” and “Parcel B” as it had been named in the Viking Bank Deed of Trust and Trustee Deed.

The continuing reference to “Parcel A” is potentially confusing because that was just a random moniker provided in the Viking Bank Deed of Trust. The lot referred to in the Viking Bank deed of trust as “Parcel A” is formally a portion of “Lot C” of the 2007 BLA. (CP 149-150)

Leganieds will continue to refer to WT’s land as “Parcel A”¹ and the lots in the Maybrook Plat will be referred to as Lots 16, 17, and 18. The 41 foot portion of Lot 17 at issue on this appeal has been referred to as the “Access Strip” or “Access Parcel.” Leganieds obviously believes that this is a misnomer because while the area of land was once intended to provide access to a planned subdivision on “Parcel A,” Leganieds’ position is that the right to use Lot 17 for access was never lawful, and even if it was, it was

¹ There is also a “Parcel B” owned by WT, also purchased at foreclosure, that lies to the South of Parcel A, but that is really of no significance to the issues in this case.

the right was terminated by the merger doctrine. In other words, Lot 17 is not an access parcel. It should be a building lot in the Maybrook Plat even though it is now only 41 feet compared to the 60 feet width when it was created in 1948.

Ultimately, the important and undisputed fact for this appeal is that because of the 2007 BLA, 41 feet of Lot 17 of the Maybrook Plat became part of "Parcel A" (a.k.a. Lot C in the 2007 BLA), and that one lot was owned by Prasad. Upon the 2011 foreclosure, that 41x100 area of land was separated from "Parcel A" and remained owned by Prasad, who then sold it to Leganieds, LLC. Throughout these events, it always remained part of Lot 17 of the Maybrook Plat and subject to the plat covenants.

The first question on appeal is whether the purported 2006 easement survived the merger of that 41 foot portion of Lot 17 (the servient parcel) into "Parcel A" (the dominant parcel) creating one lot with one owner.

If the answer to that is that the easement did survive that merger, then the question becomes whether the trial court erred (1) by not voiding the easement or (2) by not issuing an injunction preventing use of an easement that plainly violates the Maybrook Plat residential-use only covenant.

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ARGUMENT

A. ANY VALID EASEMENT WAS EXTINGUISHED BY MERGER

There is no disputing that the servient parcel and the dominant parcel became part of one parcel owned by Mr. and Mrs. Prasad as of May 24, 2007. The land stayed under one owner, as one parcel, until the October 2011 foreclosure sale. This merger of the dominant and servient parcels into one parcel terminated the easement that was purportedly created in the October 2006 Warranty Deed. (CP 135-136) (See Opening Brief pp. 19-25)

To remove the easement from the Maybrook Plat lots owned by Rehabitat NW, Prasad and Rehabitat created the 2007 BLA and “quieted title” in Prasad by making the easement area part of “Parcel A” to form Lot C in the 2007 BLA. They then recorded a quitclaim deed, documenting in the excise tax affidavit that they were quieting title to the land in Prasad. (CP 115) The only plausible intent of these transactions is to terminate the easement – to remove it from title to Rehabitat’s lots - by making the easement area part of the dominant parcel owned by Prasad.

Washington Courts, albeit mostly outside of the easement context, have stated that “the courts will not compel a merger of estates where the party in whom the two interests are vested does

not intend such a merger to take place, or where it would be inimical to the interest of the party in whom the several estates have united, nor will they recognize a claim of merger where to do so would prejudice the rights of innocent third persons.” *Radovich v. Nuzhat*, 104 Wn. App. 800, 805, 16 P.3d 687, 690 (2001).

For starters, terminating the easement was Prasad’s clear intent in the BLA and quitclaim deed. WT Properties has provided no evidence that Prasad and Rehabitat did not intend to terminate the easement through the BLA and the merger of 41 feet of lot 17 (the servient parcel) with his “Parcel A” (the dominant parcel). That was plainly their intent in the 2007 BLA and subsequent quit claim deed. The only plausible inference of intent is to remove the easement from title to Rehabitat’s lots in the Maybrook plat so those lots could be sold without being encumbered by a road easement to access a future neighboring subdivision. (See CP 65)

WT Properties argument against merger essentially boils down to a request that, as a matter of equity, this Court should protect Viking Bank as an “innocent third party” and find that there was no merger. Of course, Viking Bank is not a party to this litigation, and WT provides no reasons why it should be allowed to speak for the bank when the bank was paid in full and saw no need

to protect itself. The fact that WT is not an “innocent” third party is not grounds for pretending the case is about the lender’s interest.

WT’s concerns for the well-being of Viking Bank ring hollow because WT is obviously concerned only with the value of its land and not with the Bank’s balance sheet. There has been no showing that Viking Bank was, or would be, harmed in any way by the straightforward application of the merger doctrine without regard to any existing mortgages. As explained in the Opening Brief, there is no equitable basis for applying any such exception in this case, which (obviously) is the only case before the Court. (See Opening Brief pp. 27-31)

Moreover, Lenders can protect themselves with “after-acquired-property” clauses, and by foreclosing on all of the property encumbered by the deed of trust. Had Viking Bank included such a clause in its deed of trust, and then included the “Access Strip” (the after-acquired land) in its Trustee Sale, it would have foreclosed on the land at issue and this dispute about merger would not exist. WT would have bought the land now owned by Leganieds.² The

² Of course, even if the bank had protected itself and sold all of Lot C to WT, access over Lot 17, whether by easement or ownership in fee, would still violate the plat covenant of the Maybrook Plat.

bank's failure to take simple steps to protect itself is not grounds for changing the merger doctrine.

WT Properties also asserts that a deed of trust encumbering an easement is an "outstanding interest" that prevents application of the merger doctrine to terminate the easement. No Washington case has ever held that the existence of a lien prevents elimination of a covenant or easement by merger of the servient and dominant parcels. As explained in the Opening Brief (pp. 31-32) a deed of trust lien is not the type of interest that prevents such a merger, nor should it be.

The deed of trust is also not an agreement preventing application of the merger doctrine. The language in the Deed of Trust relied upon by WT Properties refers only to a potential merger of "the interest or estate created by this deed of trust." It does not prohibit or prevent merger of the dominant and servient estates, neither of which were "created by this deed of trust." It is limited to preventing merger of the lien with fee title if the lender comes to hold both.

B. THE EASEMENT SHOULD BE VOIDED.

WT Properties argues that a deed in violation of a covenant is valid, but subject to enforcement as a breach of the covenant.

(Resp. at p. 8) Of course such a deed could be enforced via a permanent injunction (see below), but that does not necessarily mean that an invalid easement included in a deed cannot be voided. A covenant in a deed authorizing commercial use on a lot in violation of a pre-existing residential-use-only restriction should be invalidated and not subject to injunction standards or technicalities about whether a covenant can be enforced against an easement holder or only against fee owners. The same is true here. *Rush v. Miller*, 21 Wn.App. 156, 160, 584 P.2d 960 (2001) was decided five years before this easement was purportedly created. The purported easement plainly violates the residential use restriction, and should be invalidated.

C. ALTERNATIVELY, USE OF THE EASEMENT SHOULD HAVE BEEN ENJOINED.

WT argues that the covenants in the Maybrook Plat cannot be enforced against WT because it is not a “successor in possession.” However, equitable restrictions can be enforced against anyone with an interest in the real estate, whether it is a possessory interest or not.

The “successor in possession” language in *Hollis v. Garwall*, 137 Wn.2d 683, 691 (1999) is taken from a law review article,

Stoebuck, 52 Wash. L. Rev. at 909-910, in which the Professor sets out what is required for the burdens of an equitable restriction to run with the land. See Stoebuck, 52 Wash. L. Rev. at 898. Professor Stoebuck, relying on the Restatement 1st Property states that "Anyone who succeeds to the covenantor as possessor of the burdened land may be bound, whether or not he happens to hold the covenantor's precise estate." *Id.* The Restatement he cites explains further in comment "i" that

i. Successors in title or possession -- Privity. ... The burden of this equitable interest binds all those having interests in the land subordinate to or arising posterior to that of the promisor who possesses the land without defense to it regardless of whether they have the same estate the promisor had or whether they succeed him in anything other than possession. They are bound even though they have succeeded to a lesser estate than he had and even though they have succeeded to no estate from him. Restat 1st of Property, § 539.

Thus, while "successor in possession" covers the vast majority of cases, it is not the outside limit of who may be bound. This makes sense. Otherwise, a party could use an easement as a means to evade or violate use restrictions in a plat, and there would be no one against whom the covenant could be enforced to stop the violation. WT asks for a ruling where it can violate the plat

restrictions at will because it holds an easement and not fee title. That is absurd.

It is also absurd for WT to argue that Leganieds cannot enforce the plat restriction because the easement was a matter of public record when it bought the lot. WT apparently seeks a rule of law that anyone buying into a plat with constructive knowledge that someone recorded a document in violation of an existing covenant, cannot rely upon the lawfully recorded covenant, but must instead accede to the wrongfully recorded violation. No law is cited for this argument, and that is plainly not the law.

The right to enforce covenants may be lost by waiver after substantial and habitual violations, *see e.g. Mt. Park Homeowners Ass'n v. Tydings*, 125 Wn.2d 337, 342, 883 P.2d 1383, 1386 (1994), but not simply because someone has not yet sought to enforce an easement that (a) had never been used, and (b) was merged out of existence under existing Washington law on merger. *See Schlager v. Bellport*, 118 Wn. App. 536, 76 P.3d 778 (2003). Leganieds' constructive knowledge of Prasad's attempt to retain an easement in violation of the Maybrook Plat restrictions is not relevant and does not prevent Leganieds from enforcing the covenant.

WT is also wrong to allege that Leganieds has “unclean hands” because the 41-foot wide lot violates the covenants. Leganieds bought the lot as it exists. It did not create the narrow lot. Leganieds bought the lot because WT encouraged it to do so when Leganieds was under contract to buy Parcels A and B from WT. (CP 42) Further, the width covenant in the Maybrook Plat refers to and follows the King County Code “and any subsequent change made therein by official county resolution.” (CP 110) King County now allows R-1 lots to be 35 feet wide and 2,500 square feet. See KCC 21A.12.030(A) and 21A.12.100. Leganieds has not violated the covenant it seeks to enforce.

CONCLUSION

Mr. and Mrs. Prasad owned “Parcel A,” benefitted by a purported easement they retained over 41 feet of lot 17 of the Maybrook Plat. That easement plainly violates the residential-use restriction on the face of the Maybrook Plat.

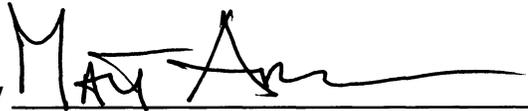
Furthermore, when Prasad became the fee owner of that 41 feet of Lot 17 – when that land became appended to his “Parcel A” through the 2007 BLA and the servient and dominant parcels became one parcel with one owner – the easement was

extinguished by the straightforward application of the merger doctrine under existing Washington law.

The Court should reverse the trial court and rule that the easement was either invalid at its inception, or extinguished by merger. Alternatively, the Court should reverse the trial court and enjoin any use of the easement because the authorized uses violate the covenants of the Maybrook Plat.

DATED this 22nd day of February, 2016.

JAMESON BABBITT STITES
& LOMBARD, P.L.L.C.

By 

Matt Adamson, WSBA #31731

madamson@jbsl.com

801 Second Ave. #1000

Seattle, WA 98104

Ph: 206.292.1994

Attorneys for Appellants

CERTIFICATE OF SERVICE

I, Laura Kondo, state and declare:

1. I am a legal assistant with the law firm of Jameson Babbitt Stites & Lombard, PLLC, over the age of 18 years, a resident of the State of Washington, and not a party to this matter.

2. On February 22, 2016, I served the foregoing Appellant's Reply Brief on:

Sean E. Flynn, WSBA #43386
Connor J. Costello
Rehmke & Flynn, PLLC
1101 North Northlake Way, Suite 102
Seattle, WA 98103
Phone: (206) 330-0608
Sean@rehmkeandflynn.com
connor@rehmkeandflynn.com

VIA email and US Mail

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED at Seattle, Washington, this 22nd day of February, 2016.



Laura Kondo

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FEB 22 2016
PI 4:07

APPENDIX A

1948 Maybrook Plat

(CP 110 – App. A-1)

170th Place		
Lot 18	Lot 17	Lot 16

2006 Deed – Prasad to Rehabitat Northwest

(CP 135 – 137 – App. A2 to A4)

170th Place		
Lot 18 + ½ of Lot 17 (“Parcel A”) (Rehabitat NW)		Lot 16 + ½ of Lot 17 (“Parcel B”) (Rehabitat NW)
Prasad		

2007 Viking Bank Deed of Trust Encumbers Parcels A and B

(CP 139 – 140 - App. A5 to A6)

1st Ave S.

170th Place		
Lot 18 + ½ of Lot 17		Lot 16 + ½ of Lot 17
“PARCEL A”¹ (Prasad)		
“PARCEL B” (Prasad)		

¹ First Ave. S. is adjacent to and West of Parcels A and B and Lot 18. Parcels A and B extend further East than shown, but that fact is not relevant. Parcel B is not relevant so it is not shown on the diagrams below.

2007 BLA
(CP 149 – 150 - App. A7 to A8)

1st Ave. S.

170 th Place		
Lot 18 + 7 feet of Lot 17 aka "Lot B" (Rehabitat NW)		Lot 16 + 12 feet of Lot 17 aka "Lot A" (Rehabitat NW)
Lot C (Prasad) (Referred to by the Parties as "Parcel A")		

October 2011 Trustee Deed
(CP 159 – 161- App. A9 to A11)

170 th Place		
Lot 18 + 7 feet of Lot 17 aka "Lot B" (Vargas)	41 feet of Lot 17 (Retained by Prasad) aka "Access Strip"	Lot 16 + 12 feet of Lot 17 aka "Lot A" (Tran)
"PARCEL A" (WT Properties from Viking Bank foreclosure)		

May 2012 Deed from Prasad
(CP 66-67- App. A12 to A13)

1st Ave. S.

170 th Place		
Lot 18 + 7 feet of Lot 17 aka "Lot B" (Vargas)	41 feet of Lot 17 (Leganieds, LLC from Prasad) aka "Access Strip" or "Access Parcel"	Lot 16 + 12 feet of Lot 17 aka "Lot A" (Tran)
"PARCEL A" (WT Properties from Viking Bank foreclosure)		

MAYBROOK

Scale 1" = 50'

DESCRIPTION

The North Two hundred fifty (250') feet of the S.W. 1/4 of the NW 1/4 of the S.W. 1/4, Section 29 TWP. 23 North, R4E.W.M., less roads Situate in the County of King, State of Wash.
REGISTERED LAND

DEDICATION

Know all men by these presents, that M.M. MAY and ELSYE E. MAY, husband and wife owners in fee simple of the tract of land platted in this plat of MAYBROOK, hereby declare this plat and dedicate to the use of the public forever all streets shown hereon and the use thereof for any and all public purposes. Also the right to make all necessary slopes for cuts and fills upon the lots shown thereon in the original reasonable grading of all streets shown thereon.

In witness whereof, we have hereunto set our hands and seal this 11th day of MAY 1948

M.M. May
Elsye E. May

Use - R-1
Water District 43
Sewage Disposal - Septic Tank

RESTRICTIONS

No lot or portion of a lot of this plat shall be divided and sold or resold, or ownership changed or transferred, whereby the ownership of any portion of this plat shall be less than the area required for the use district stated on this plat, namely, 6,000 square feet for residence R-1 use. All lots in this plat are restricted to residence R-1 use, with a minimum width of sixty (60) feet, governed by restrictions, rules and regulations of County Resolution No. 6494 and any subsequent changes made therein by official county resolution.

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF KING

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 11th day of MAY 1948 personally appeared before me M.M. MAY and ELSYE E. MAY husband and wife to me known to be the individuals described in and who executed the foregoing instrument; and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written. My Commission expires 18th day of August 1950

Joseph P. Ferris
Notary Public in and for the State of Washington residing at Seattle.

APPROVALS

Examined and approved on this 26th day of May, 1948. Examined and approved on this 21st day of May 1948

King County Planning Commission
Don D. Hudson Chairman
Examined and approved on this 24th day of May 1948
Board of King County Commissioners
W. A. Michael Executive Office
ATTEST: *Joseph P. Ferris* Chairman
Taylor M. Rucore

ENGINEERS CERTIFICATE

I, M.M. HILL, Registered Engineer, do hereby certify that the annexed Plat of MAYBROOK is based on an actual survey and that the distances, courses and angles are shown thereon correctly and that monuments have been set as shown.

M.M. Hill
Registered Engineer
Certificate No. 2354
Renewal No. E. 1468
Date: Jan. 1, 1948



RECORDING 3806233

Filed for record at the request of KING CO. PLANNING COMMISSION on 22 minutes past 11 o'clock A.M. on this 21 day of May 1948 and recorded on page 66 Volume 45 of plats, records of King County Washington.

Robert C. Morris
Auditor King County Washington

By: *M.M. Hill*

CP 110

A-1

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED



20061016002034

CHICAGO TITLE RLIO 37.00
PAGE 01 OF 003
18/18/2005 18:28
KING COUNTY, WA

Filed for Record at Request of:

Gerald F. Robison
648 S. 152nd St., #7
Burien, WA 98148

E2243586

18/18/2005 18:00
KING COUNTY, WA
TRX SALE \$1,500.00
\$200,000.00

PAGE 001 OF 001

Reg. Title 776
Old Certificate 30113 Vol 100 Page 113 (pct. A)
New Certificate 30315 Vol 101 Page 15 (pct. B)
New Certificate 30592 Vol 101 Page 292

Statutory Warranty Deed
(Registered Land)

Grantor: Binod Prasad and Basant K. Prasad
Grantee: Rehabitat Northwest, Inc.
Abbreviated Legal Description: L 16, 17 & 18 Maybrook, V 45, P 66 1219364-y
Assessor's Property Tax Number: 5235800080 and 5235800083.

THE GRANTOR, Binod Prasad and Basant K. Prasad, husband and wife, for and in consideration of Ten Dollars (\$10) and other valuable consideration in hand paid, conveys and warrants to Rehabitat Northwest, Inc., a Washington corporation, the following described real estate, situated in the County of King, State of Washington:

Parcel A:

Lot 16 and the East Half of Lot 17 of Maybrook, according to the Plat thereof as recorded in Volume 45 of Plats at Page 66, records of King County;

Situate in the City of Burien, County of King, State of Washington;

Subject to all covenants, conditions, restrictions, reservations, easements or other servitudes, if any disclosed by the recorded Plat of Maybrook.

Assessor's Property Tax Parcel Account Number: 5235800080

Parcel B:

Lot 18 and the West Half of Lot 17 of Maybrook, according to the Plat thereof as recorded in Volume 45 of Plats at Page 66, records of King County;

Except any portion thereof lying within the South 411.75 Feet of the West Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 9, Township 23 North, Range 4 East, W.M., in King County, Washington;

Statutory Warranty Deed
Page 1 of 3

Date 10/24/05 BY BP Date 10/24/05 BY AKP

Situate in the City of Burien, County of King, State of Washington.

Subject to all covenants, conditions, restrictions, reservations, easements or other servitude, if any disclosed by the recorded plat of Maybrook.

Assessor's Property Tax Parcel Account Number: 5235800085

All subject to the Reservation of an easement from South 170th Street, for ingress, egress, and utilities, over, under and across the following described real estate:

Lot 17 of Maybrook, according to the Plat thereof as recorded in Volume 45 of Plats at Page 66, Records of King County Auditor;
Except the East 12 Feet and the West 7 feet thereof;

For the Benefit of the following described real estate:

The South 411.75 Feet of the West 1/4 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 23 North, Range 4 East, W.M.,
Except Roads;

Situate in the City of Burien, County of King, State of Washington;

Assessor's Property Tax Parcel Account Number: 2923049180;

and

The North 77.63 Feet of that portion of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 23 North, Range 4 East, W.M., lying between First Avenue South and Ambaum Road;
Except the East 285.69 Feet thereof;

Situate in the City of Burien, County of King, State of Washington;

Assessor's Property Tax Parcel Account Number: 2923049260

Statutory Warranty Deed
Page 2 of 3

Date 10/12/06 BP BP Date 10/12/06 BKJ BP

Dated October 12, 2006.

Bimal Prasad
Bimal Prasad

Basant K. Prasad
Basant K. Prasad

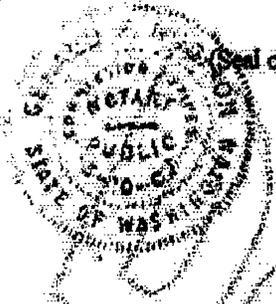
STATE OF WASHINGTON)

COUNTY OF KING)

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

Dated October 12, 2006

Gerald F. Robinson
Gerald F. Robinson
Notary Public - State of Washington
Residing at Burien, Washington
My appointment expires May 10, 2007



(Seal or Stamp)

Statutory Warranty Deed
Page 3 of 3

Date 10/12/06 BP BP Date 10/12/06 BKP BKP

RETURN ADDRESS:
Viking Bank, a registered
trade name of Viking
Community Bank
South Seattle Office
8701 1st Avenue South
Seattle, WA 98108



DEED OF TRUST

DATE: February 14, 2007

9/4 PRIVATE
645770-8

Reference # (if applicable): 1048004343
Grantor(s):

Additional on page ____

- 1. Prasad, Binod
- 2. Prasad, Resant K.

Grantee(s)

- 1. Viking Bank, a registered trade name of Viking Community Bank
- 2. Pacific Northwest Life Insurance Company, Trustee

Legal Description: SW 1/4 29-29-04

Additional on page 2

Assessor's Tax Parcel ID#: 292304-9180-02 (Parcel A) and 292304-9280-02 (Parcel B)

THIS DEED OF TRUST is dated February 14, 2007, among Binod Prasad and Resant K. Prasad, whose mailing address is 1408 SW 128th Street, Burien, WA 98148 ("Grantor"); Viking Bank, a registered trade name of Viking Community Bank, whose mailing address is South Seattle Office, 8701 1st Avenue South, Seattle, WA 98108 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pacific Northwest Life Insurance Company, whose mailing address is 225 Columbia Street, Seattle, WA 98104-1511 (referred to below as "Trustee").

Loan No: 104004343

**DEED OF TRUST
(Continued)**

Page 2

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all structures or structures to be erected or altered buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water rights and ditch rights including stock in water, ditch or irrigation rights, and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, petroleum and other waters, (the "Real Property") located in King County, State of Washington:

PARCEL A:

THE SOUTH 411.78 OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL B:

THE NORTH 77.68 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING BETWEEN FIRST AVENUE SOUTH AND ARBAUM ROAD; EXCEPT THE EAST 286.09 FEET THEREOF

The Real Property or its address is commonly known as SEC 1st Avenue South and South 170th Street, Burien, WA 98148. The Real Property tax identification number is 292304-0199-09 (Parcel A) and 292304-0260-02 (Parcel B).

CROSS-COLLATERALIZATION. In addition to the Note, the Deed of Trust secures all indebtedness, debts and liabilities, past and present, known or unknown, of Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purposes of the Note, whether voluntary or involuntary, whether due or not due, actual or indirect, guaranteed or unguaranteed, secured or unsecured, individual or consolidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become otherwise unenforceable.

Grantor hereby assigns an security to Lender, all of Grantor's right, title, and interest in and to the real estate, items, and proceeds of the Property. This assignment is recorded in accordance with RCW 60.070, and hereunder by this assignment is intended to be specific, perfected and effective upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the indebtedness.

THE DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RIGHTS AND THE SECURITY INTEREST IN THE REAL AND PERSONAL PROPERTY, IS GIVEN TO SECURE: (A) PAYMENT OF THE DEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) the Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other financing relating to the Property and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has not been declared bankrupt or insolvent, or is not a party to a continuing state reorganization or similar proceeding; (e) Grantor's financial condition and (f) Lender has made its representation to Grantor about Borrower (including without limitation the independence of Borrower).

GRANTOR'S WARRANTY. Grantor warrants all rights or interests created by reason of any "first lien" or "second lien" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness incurred by the Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use: (1) In the absence of an Event of Default, Grantor may: (i) remain in possession and control of the Property; (ii) use, occupy or manage the Property; and (iii) collect the Rents from the Property. This privilege is a license from Lender to Grantor automatically revoked upon default. The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is retained principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in acceptable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not commit, condone or permit any nuisance, nor commit, permit, or suffer any clipping of or waste on or to the Property, or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any fence, structure (including, but not limited to, well, ditch, canal, ditch, or any other structure) or any other improvement on the Property without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of the Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall diligently cause compliance by all agents, attorneys or other persons or entities of every nature whatsoever who have, take, or otherwise use or occupy

CITY OF BURIEN
PLA 07-0563

APPROVALS: CITY OF BURIEN

Examined and approved this 22nd
day of MAY, 2007
Elizabeth E. [Signature]
PLANNER

KING COUNTY
DEPARTMENT OF ASSESSMENTS

Examined and approved this 13th day of
May, 2007
Scott Noble Assessor
Kathleen Honnig Deputy Assessor
523580-0080 523580-0085 212304-9180
Account Numbers

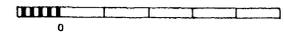
RECORDING NO.

2007052490001

VOL./PAGE

225/097

SCALE:

1 inch = ft 

PORTION OF

NW 1/4 of SW 1/4, S. 29 T. 23 N.R. 4E

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE UNDER-SIGNED OWNER(S) OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A BOUNDARY LINE ADJUSTMENT THEREOF PURSUANT TO RCW 58.17.040 AND DECLARE THIS ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER(S) IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

Brian Praed NAME
Robert K. Praed NAME
[Signature] NAME
STATE OF WASHINGTON
COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Brian Praed and Robert K. Praed SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED 5-15-07
SIGNATURE OF NOTARY PUBLIC:
[Signature]
PRINTED NAME OF NOTARY PUBLIC:
Gerald F. Robinson
TITLE Notary
MY APPOINTMENT EXPIRES 5-10-11
STATE OF WASHINGTON
COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Chad Detwiler SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED 5-14-07
SIGNATURE OF NOTARY PUBLIC:
[Signature]
PRINTED NAME OF NOTARY PUBLIC:
Sarah A. Champagne
TITLE Notary
MY APPOINTMENT EXPIRES 10-16-07
STATE OF WASHINGTON

LEGAL DESCRIPTIONS (OLD)

LOT "B":
Lot 18 and the west one half of Lot 17 of MAYBROOK, according to the plat thereof as recorded in Volume 45 of Plats, page 66, records of King County Auditor;
EXCEPT any portion thereof lying within the South 411.75 feet of the West Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington;

Situate in the City of Burien, County of King, State of Washington.

LOT "A":
Lot 16 and the East One Half of Lot 17 of MAYBROOK, according to the plat thereof as recorded in Volume 45 of Plats, page 66, records of King County Auditor.

Situate in the City of Burien, County of King, State of Washington.

LOT "C":
The South 411.75 feet of the West Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington;
EXCEPT roads.

Situate in the City of Burien, County of King, State of Washington.

LEGAL DESCRIPTIONS (NEW)

LOT "B":
Lot 18 and the West 7.00 feet of Lot 17, MAYBROOK, according to the plat thereof recorded in Volume 45 of Plats, page 66, records of King County, Washington.

(Contains 7,200 s.f. new - 9,473 s.f. old)

LOT "A":
Lot 16 and the East 12.00 feet of Lot 17, MAYBROOK, according to the plat thereof recorded in Volume 45 of Plats, page 66, records of King County, Washington;

(Contains 7,200 s.f. new - 9,400 s.f. old)

LOT "C":
The East 41.00 feet of the West 48.00 feet of Lot 17, MAYBROOK, according to the plat thereof recorded in Volume 45 of Plats, page 66, records of King County, Washington;
TOGETHER WITH the South 411.75 feet of the West Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington;
EXCEPT that portion, if any, of said South 411.75 feet lying within the plat of MAYBROOK;
ALSO EXCEPT roads.

(Contains 116,948 s.f. new - 112,878 s.f. old)

NOTES

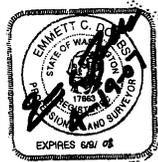
1. Instrumentation for this survey was a 5 second theodolite (Leitz 4B) and electronic distance measuring unit. Traverse methods used in performing this survey meets or exceeds minimum standards of WAC 332-130-090.
2. Property is subject to easements, exceptions, reservations, rights, covenants and restrictions of record, if any.
3. Topography Survey provided to owner by our firm. See survey for houses, curbs, sidewalks, poles, trees, utilities, etc., not shown on this instrument. The sole purpose is to provide new lot lines for existing parcels and to show location of wetlands and existing stream.



RECORDER'S CERTIFICATE
2007052490001
filed for record this 24th day of MAY, 2007 at 10:33 AM
in book 225 of 000018 page 077 at the request of
EMMETT C. DOBBS, P.L.S.
[Signature]
Mgr. Supt. of Records

LAND SURVEYOR'S CERTIFICATE
This Lot Line Adjustment correctly represents a survey made by me or under my direction in conformance with the requirements of the appropriate state and city statute and ordinance in August, 2006
[Signature]
Certificate No. 17663

REHABITAT NORTHWEST
5639 16TH AVE. SW
SEATTLE, WA. 98106
ATTN: CHAD DETWILER
(206) 932-7355 (o)
(206) 933-7355 FAX (425) 829-5198 (c)



DOBBS, FOX & ASSOCIATES
45255 Sunwood Blvd. #241
Tukwila, Wa. 98188
(206) 433-1738 Office & Fax
Bill Fox
Manager
(206) 433-1738
(206) 949-7529 (C)
DWN. BY E.C.D. DATE 9-09-06 JOB NO. 0608311
CHKD. BY B.F. SCALE SHEET 1 OF 2

A-7
CP 149

CITY OF BURIEN
PLA 07-0563

APPROVALS: CITY OF BURIEN

Examined and approved this _____ day of _____, 20____

PLANNER _____

KING COUNTY
DEPARTMENT OF ASSESSMENTS

Examined and approved this _____ day of _____, 20____

Assessor _____ Deputy Assessor _____

523580-0080 523580-0085 292004-9180
Account Numbers

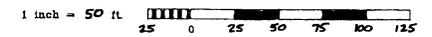
RECORDING NO.

2007052490001

VOL./PAGE

125/098

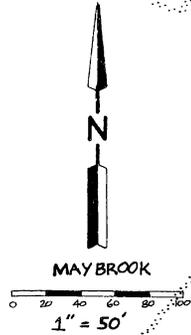
SCALE:



PORTION OF

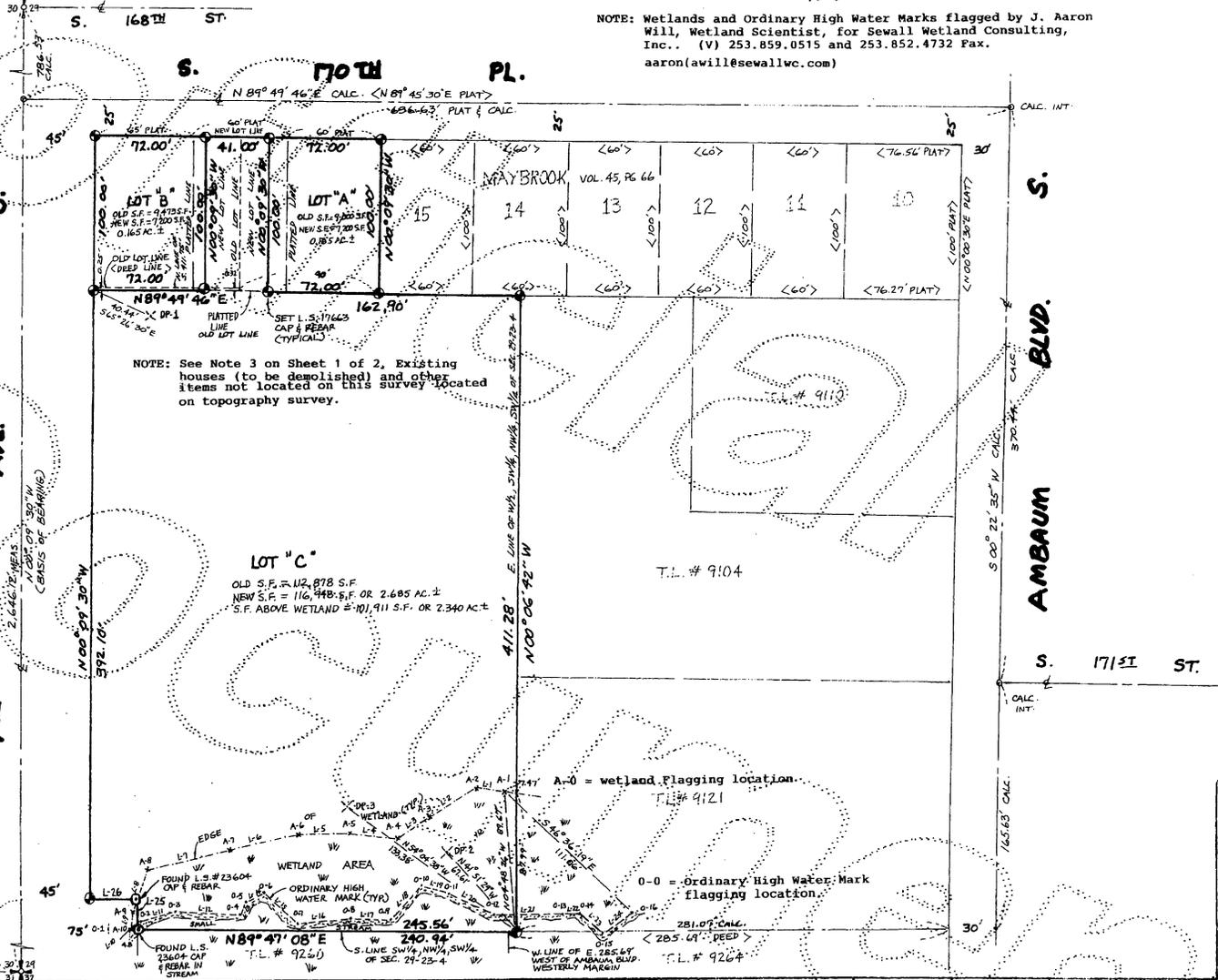
NW 1/4 of SW 1/4, S. 29 T.3N R.4E

NOTE: Wetlands and Ordinary High Water Marks flagged by J. Aaron Will, Wetland Scientist, for Sewall Wetland Consulting, Inc.. (V) 253.859.0515 and 253.852.4732 Fax. aaron(awill@sewallwc.com)



LINE TABLE

Line No.	Bearing	Distance
L-1	N 79°26'20"W	18.01'
L-2	S 58°42'25"W	35.81'
L-3	S 56°22'17"W	25.82'
L-4	N 84°24'02"W	30.75'
L-5	S 86°27'19"W	33.97'
L-6	S 74°12'50"W	44.48'
L-7	S 73°39'07"W	54.71'
L-8	S 24°07'05"W	26.79'
L-9	S 12°48'15"W	11.28'
L-10	N 57°22'51"E	5.94'
L-11	N 83°48'22"E	25.95'
L-12	S 88°38'10"E	42.01'
L-13	N 24°00'39"E	12.04'
L-14	N 62°49'08"E	12.48'
L-15	S 48°42'02"E	28.49'
L-16	N 84°22'18"E	34.67'
L-17	S 88°20'11"E	24.11'
L-18	N 42°46'34"E	29.15'
L-19	S 76°06'55"E	18.34'
L-20	S 67°30'13"E	32.15'
L-21	N 86°45'46"E	44.27'
L-22	N 86°52'40"E	11.02'
L-23	S 51°28'59"E	18.79'
L-24	N 53°10'57"E	21.86'
L-25	N 00°09'30"W	19.37'
L-26	S 89°50'30"W	30.00'



NOTE: See Note 3 on Sheet 1 of 2, Existing houses (to be demolished) and other items not located on this survey located on topography survey.

LOT "C"
OLD S.F. = 1,127.88 S.F.
NEW S.F. = 116,948.85 S.F. OR 2.685 AC. ±
S.F. ABOVE WETLAND = 101,911 S.F. OR 2.340 AC. ±

T.L. # 9104

T.L. # 9121

0-0 = Ordinary High Water Mark flagging location.

T.L. # 9264

RECORDER'S CERTIFICATE

This record was filed for record this _____ day of _____, 20____ at _____ M in book _____ of _____ at page _____ at the request of **EMMETT C. DOBBS, P.L.S.**

Mgr. _____ Supt. of Records _____

LAND SURVEYOR'S CERTIFICATE

This Lot Line Adjustment correctly represents a survey made by me or under my direction in conformance with the requirements of the appropriate state and city statute and ordinance in August _____, 20____

Certificate No. 17663

REHABITAT NORTHWEST
5639 16TH AVE. S.W.
SEATTLE, WA. 98106
ATTN: CHAD DETWILLER
(206) 932-7355 (O)
(206) 933-7355 FAX
(425) 829-5298 (C)



DOBBS, FOX & ASSOCIATES
15255 Sunwood Blvd. A-11
Tukwila, WA 98188
(206) 433-1738 Office & Fax
REVISION 4-19-07
Bill Fox
Manager
(206) 433-1738
(206) 949-7529 (C)

DWN. BY E.C.D.	DATE 9-07-06	JOB NO. 0808311
CHKD. BY B.F.	SCALE 1" = 50'	SHEET 2 OF 2

A-8
CP 150

RETURN ADDRESS:
Eastside Funding
Attn: Jacquelyn Belcher
3933 Lake Washington Blvd NE #100
Kirkland, WA 98033



20111108001382

WT PROPERTIES, TO
PAGE-001 OF 001
11/04/2011 13:58
KING COUNTY, WA

E2517667

11/04/2011 13:58
KING COUNTY, WA
TAX \$10.00
SALE \$2.00 PAGE-001 OF 001

Document Title: Trustee's Deed
Reference Number: 20070410001997 (Deed of Trust)
20110706001211 (Notice of Trustee's Sale)
Grantors: Krohn, Gary (Successor Trustee)
Prasad, Binod (Grantor under Deed of Trust)
Prasad, Basant K. (Grantor under Deed of Trust)
Grantee: WT Properties, L.L.C.
Legal Description: Ptn. SW SW 29-23-04
Tax Parcel/Account Numbers: 292304-9180-09 and 292304-9260-02

Trustee's Deed

The GRANTOR, Gary Krohn, as successor and present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment, recited below, hereby grants and conveys, without warranty, to WT Properties, L.L.C., GRANTEE, that real property, situated in the County of King, State of Washington, described as follows:

Parcel A:

The South 411.75 feet of the west half of the southwest quarter of the northwest quarter of the southwest quarter of Section 29, Township 23 North, Range 4 West, W.M., in King County, Washington

Parcel B:

The North 77.63 feet of that portion of the northwest quarter of the southwest quarter of the southwest quarter of Section 29, Township 23 North, Range 4 West, W.M., in King County, Washington, lying between First Avenue South and Ambaum Road, except the east 285.69 feet thereof.

TRUSTEE'S DEED - PAGE 1 of 4

Tax parcel numbers: 292304-9180-09 and 292304-9260-02.

Common description: SE Corner of 1st Avenue South and South 170th Street, Burien, WA 98148 (approximately).

The above legal descriptions were contained in the deed of trust. Since then, Parcel A has been the subject of a boundary line adjustment, bearing King County Auditor's recording number 2007052490001. As a result of the boundary line adjustment, assessor parcel number 292304-9180-09 is legally described as follows:

The East 41.00 feet of the West 48.00 feet of Lot 17, Maybrook, according to the plat thereof recorded in volume 45 of plats, page 66, records of King County, Washington.

Together with the South 41.75 feet of the west half of the southwest quarter of the northwest quarter of the southwest quarter of Section 29, Township 23 North, Range 4 West, W.M. in King County, Washington.

Also known as:

Lot C of Burien Lot Line Adjustment PLA 07-0563, bearing King County Auditor's Recording number 2007052490001.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Trustee by that certain Deed of Trust, between Binod Prasad and Rajant K. Prasad, as Grantors, to Pacific Northwest Title Insurance Company, as Trustee, to secure an obligation in favor of Viking Bank, as Beneficiary, dated February 14, 2007, recorded April 10, 2007, under Auditor's/Recorder's No. 20070410061997, records of King County, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note in the principal sum of \$98,865.30, with interest thereon, according to the terms thereof, in favor of Viking Bank, and to secure any other sums of money which might become due and payable under the terms of the Deed of Trust.
3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Grantor as set forth in "Notice of Trustee's Sale" described below, which by the terms of the Deed of Trust made operative the power to sell, the thirty day advance "Notice of Default" was transmitted to the Grantor, or his successor in interest, and a copy of the Notice was posted or served in accordance with law.
5. Viking Bank, being then the holder of the indebtedness secured by the Deed of Trust, delivered to the Trustee a written request directing the Trustee to sell the described property in accordance with the law and the terms of the Deed of Trust.

TRUSTEE'S DEED - PAGE 2 of 4

6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of the Deed of Trust, executed and, on July 6, 2011 recorded in the office of the Auditor of King County, Washington, a "Notice of Trustee's Sale" of the property under recording No. 20110706091211.

7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place, date, and time of sale the front entrance of the King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104 a public place, on October 14, 2011, 10:00 a'clock a.m., and in accordance with law, caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to ninety days before the sale, further, the Trustee caused a copy of the "Notice of Trustee's Sale" to be published once between the thirty-second and twenty-eighth day before the date of sale, and once between the eleventh and seventh day before the date of sale, in a legal newspaper in each county in which the property or any part thereof is situated, and further, included with this Notice, which was transmitted or served to or upon the Grantor or his successor in interest, a "Notice of Encroachment" in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.

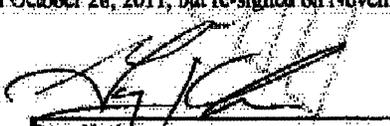
8. During foreclosure, no action was pending on an obligation secured by the Deed of Trust.

9. All legal requirements and all provisions of the Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.

10. The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and the obligation secured by the Deed of Trust remaining unpaid, on October 28, 2011, the date of sale following a Notice of Continuance, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to the Grantee, the highest or best bidder, the property hereinabove described, for the sum of \$110,001.00 in cash, cash equivalent, or credit.

11. The Beneficiary reserved any and all rights the Beneficiary has or may have against any and guarantors.

Dated: for reference purposes, as of October 28, 2011, but re-signed on November 3, 2011.


Gary Krohn
Northgate Executive Center II
9725 Third Avenue N.E., Suite 600
Seattle, Washington 98115-2060

TRUSTEE'S DEED - PAGE 3 of 4



20120504000779

LEGANIEDS LLC QCD 53.00
PAGE-001 OF 002
05/04/2012 12:25
KING COUNTY, WA

Return Address:
THOMAS M. HANSEN
Oseran Hahn Spring Straight & Watts, P.S.
10900 NE 4th St., Ste 1430
Bellevue, WA 98004

E2542058

05/04/2012 12:25
KING COUNTY, WA
TRX \$325.40
SALE \$18,000.00

PAGE-001 OF 001

KING COUNTY AUDITOR/RECORDER'S INDEXING FORM

DOCUMENT TITLE(S): 1. QUIT CLAIM DEED
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: Additional reference numbers are on page _____ of document.
GRANTOR(S): 1. PRASAD, BINOD 2. PRASAD, BASANT K. Additional names on page _____ of document.
GRANTEE(S): 1. LEGANIEDS, LLC, a Washington limited liability company Additional names on page _____ of document.
LEGAL DESCRIPTION: (abbreviated i.e. lot, block, plat, section, township, and range) Plat. of Lot C, City of Burien, Maybrook, Plat No. 07-0563, Recording No. 20070524900001 Full legal description is on page _____ of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 292304-9180-09(PTN)
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

QUIT CLAIM DEED

THE GRANTOR(S), BINOD PRASAD and BASANT K. PRASAD, for and in consideration of Ten Dollars and other good and valuable consideration, do hereby quit claim and convey to LEGANIEDS, LLC, a Washington limited liability company, as Grantee, the following described real estate, including any after-acquired interest, situate in the County of King, State of Washington:

LOT C OF CITY OF BURIEN, PLAT No. 07-0563, RECORDED UNDER RECORDING NUMBER 20070524900001;

EXCEPT THE FOLLOWING PORTION OF LOT C:
THE SOUTH 411.75 FEET OF THE WEST ¼ OF THE SOUTHWEST ¼
OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 29,
TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;

EXCEPT ROADS; SITUATE IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF WASHINGTON.

ALSO KNOW AS:
THE EAST 41.00 FEET OF THE WEST 48.00 FEET OF LOT 17,
MAYBROOK, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 45 OF PLATS, PAGE 66, RECORDS OF KING COUNTY,
WASHINGTON;

DATED: May 4, 2012.

Binod Prasad

BINOD PRASAD

Basant K. Prasad

BASANT K. PRASAD

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me BINOD PRASAD and BASANT K. PRASAD, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 4th day of May, 2012.



Beata Soloyova

Beata Soloyova
(Printed Name)
NOTARY PUBLIC in and for the State of
Washington, residing at Redmond, WA
My Commission Expires: 5-7-2016