



June 21, 2017

**RE: REQUEST FOR RECONVEYANCE**

Property Address: 1413 Dickinson Avenue NW, Olympia, Washington  
LOT 8 IN BLOCK 1 OF SECOND RAILROAD ADDITION TO OLYMPIA, AS  
RECORDED IN VOLUME 3 OF PLATS, PAGE 112, IN THURSTON COUNTY,  
WASHINGTON.

To: Thurston County Title Company, Trustee:

The City of Olympia is the holder of the note secured by Deed of Trust recorded in Thurston County records under Auditor's File No. 3057915, copies attached. Said note, together with all other indebtedness secured by this Deed of Trust, have been paid to the City of Olympia in full. You are hereby directed to cancel said note and this Deed of Trust, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

CITY OF OLYMPIA

\_\_\_\_\_  
Steven R. Hall, City Manager

\_\_\_\_\_  
Date

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF THURSTON )

On the \_\_\_\_ day of \_\_\_\_\_ 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Steven R. Hall, known to me to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

PROMISSORY NOTE

HOUSING REHABILITATION LOAN PROGRAM  
DEFERRED PAYMENT LOAN

DATE 10/4/96 BORROWER Susan Fears Parrish <sup>SP</sup> *Parrish*  
AMOUNT \$24,000.00 PROPERTY ADDRESS 1413 Dickinson Ave NW  
LOAN # DPL 186 Olympia, WA 98501

FOR VALUE RECEIVED, the undersigned (herein called the BORROWER) jointly and severally promises to pay to the order of the City of Olympia (herein called the LENDER) the sum of Twenty-four Thousand and no/100 dollars (\$24,000.00), with no interest on the unpaid outstanding balance of this note. The principal of this note is payable in lawful money of the United States at the principal office of the City of Olympia, in Olympia, Washington, or at such other place as shall be designated by the LENDER in writing. Any indebtedness, if not sooner paid, shall be due and payable upon the sale or transfer of any interest of the undersigned in and to the real property, or any portion thereof, which has been conveyed in trust as security for the repayment of this Promissory Note, or upon the death of the undersigned, whichever shall occur first. If this obligation is the joint obligation of more than one person, than this Promissory Note shall become due and payable upon the sale of any interest of either of said persons in and to the real property conveyed as security for the repayment of this Promissory Note, or upon the death of said persons who shall die last, whichever shall first occur.

The BORROWER acknowledges that, if BORROWER shall no longer actually reside in and occupy the premises subject to and described in the Deed of Trust or Security Instrument, then the interest rate on the principal balance outstanding shall automatically increase to twelve percent (12%) per annum and the loan shall be payable in 240 equal monthly payments, without notice to BORROWER, at the option of LENDER.

The BORROWER reserves the right to prepay at any time all or any part of the principal amount of this note without payment of penalties or premiums. All payments on this note shall be applied first to the interest due on the note, and then to the principal due on the note.

In the event the BORROWER shall fail to pay the interest or principal amount of this note when due, the unpaid principal amount of this note, together with accrued interest shall become due and payable, at the option of the LENDER without notice to the BORROWER. Failure of the LENDER to exercise such option shall not constitute a waiver of such default.

This note is secured by a Deed of Trust or Security Instrument dated October 4, 1996, duly filed for record in the office of the Thurston County Auditor, Thurston County Administration Building, 2000 Lakeridge Drive SW, Olympia, WA 98502.

If suit is instituted by the LENDER to recover on this note, BORROWER agrees to pay all costs of such collection, including reasonable attorney's fees and court costs, and the BORROWER further agrees that venue and jurisdiction may be in Thurston County, Washington, at the holder's option. If this note is reduced to judgement, such judgement should bear an interest rate of twelve percent (12%) per annum or the statutory interest rate on judgments, whichever is greater.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this note.

Any notice to BORROWER provided for in this note shall be in writing and be given by mailing such notice by certified mail, return receipt request, addressed to BORROWER at the property address stated below, or to such other address as BORROWER may designate by notice in writing to the note holder. Any notice to the note holder shall be given by mailing such notice by certified mail, return receipt requested, to the note holder at the address stated below.

IN WITNESS WHEREOF, this note has been duly executed by the undersigned as of its date.

NOTE HOLDER

BORROWER(S)

City of Olympia  
Lender

Susan Pansh AKA Susan Teas  
Signature

P.O. Box 1967  
Address

\_\_\_\_\_  
Signature

Olympia, WA 98507  
City, State & Zip Code

1413 Dickinson Ave NW  
Property Address

Olympia, wa 98502  
City, State & Zip Code

7/89

COPY

DEED OF TRUST

THIS DEED OF TRUST is made this 4th day of October, 1996 among the Grantor Susan Fears Parrish, who assumed title as Susan A. Fears as her separate estate, (herein "Borrower"), Thurston County Title Company (herein "Trustee"), and the Beneficiary City of Olympia (herein "Lender").

BORROWER, in consideration of the indebtedness herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property, located in the County of Thurston, State of Washington:

Lot 8 in Block 1 of Second Railroad Addition to Olympia as recorded in Volume 3 of Plats, page 112

which has the address of 1413 Dickinson Avenue, Olympia, WA 98501 (herein "property address"); and

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all of the foregoing together with said property and herein referred to as the "Property";

This Deed of Trust is to secure to Lender the repayment of the indebtedness evidenced by Borrower's note dated October 4, 1996, (herein "note"), in the principal sum of \$24,000.00, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Agreement, and for the purpose of making the improvements described or referred to in the Case Summary form dated October 4, 1996, to or on the property, and for such other purpose, if any, described or referred to therein, which improvements are hereinafter collectively called "Improvements" and the performance of the covenants and agreements of borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands.

COVENANTS. Borrower and Lender covenant and agree to as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on all indebtedness evidenced by the Note.
2. Commencement of Construction and Installation of Rehabilitation Improvements. Borrower shall commence construction and installation of rehabilitation improvements promptly, and in any event within sixty (60) days from the date of this instrument, and to complete same in accordance with any agreements relating to rehabilitation plans and specifications satisfactory to lender within three months of the date of this instrument or as soon as agreed upon by all parties; shall allow Lender to inspect said improvements at all times during construction and installation thereof; and shall not discontinue work on the rehabilitation of said residence for any reason, other than strikes, lock-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection for a period of more than fifteen (15) days. Failure to comply with these provisions shall constitute a default, and upon default hereunder the entire indebtedness secured by this Deed of Trust shall be immediately due and payable, at the Lender's option. Lender, after due notice to the Borrower, is hereby authorized to:

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- a. Enter upon the secured property and employ any watchmen to protect the improvements from depredation or injury and to preserve and protect such property;
  - b. Carry out any or all then existing contracts between the Borrower and other parties for the purpose of making any of the improvements;
  - c. Make and enter additional contracts and incur obligations for the purpose of completing the improvements pursuant to the obligations of the Borrower hereunder, either in the name of the Lender or the Borrower; and
  - d. Pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Lender, with interest thereon from the date of each such payments, at the rate contained in the Note, shall be payable by the Borrower to the Lender on demand, and shall be secured by this Deed of Trust.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by the Lender first in payment of interest payable on the Note, then to the principal of the Note.
  4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
  5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against losses by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust and prior liens existing on the subject property.

The insurance carrier providing the insurance shall be chosen by Borrower. All premiums on insurance policies shall be paid by Borrower making payment when due directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to the Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized



to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If under paragraph 1b hereof the Property is acquired by Lender, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property. Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the property.
7. Protection of Lender's Security. If Borrower fails to perform the covenant agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceeding involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, payment of Borrower's obligations under the real estate contract, disbursement of reasonable attorney's fees and entry upon the property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur expense or take any action hereunder.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds to the sums secured by this Deed of Trust.

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.
10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a



waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively.
12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the right hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.
15. Transfer of Property; Assumption. If all or any part of the property or an interest therein is sold or transferred, assigned, or conveyed, whether by deed, contract for other instrument, by Borrower without Lender's prior written consent, lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable. The Lender may not unreasonably withhold such consent, if the transferee's credit-worthiness and income level would qualify the transferee to obtain the loan from Lender, under Lender's then current lending standards, unless required by federal law or regulations; provided, however, in any event, that such approval, if given, shall be subject to adjustment rate of commercial lenders for this type of loan. Borrower further agrees that if the interest rate is so adjusted, the repayment schedule for this loan, for principal and interest, shall be adjusted so as to provide for the full payment of principal and interest on the loan within twenty years of the transfer of the property. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13, hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. Said notice shall also serve as the thirty-day notice of acceleration set out in paragraph 16 below. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.

16. Acceleration Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration, shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying:



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- a. the breach;
- b. the action required to cure such breach;
- c. a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and
- d. that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future.

The notice shall further inform Borrower of:

- a. the right to reinstate after acceleration;
- b. the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and
- c. any other matters required to be included in such notice by applicable law.

If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorney's fees.

If the Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the property for a period or periods not exceeding a total of 30 days by public announcement at the time and place in the notice of sale. Lender or Lender's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order:

- a. to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence;
- b. to all sums secured by this Deed of Trust; and
- c. the excess, if any, to the person or persons legally entitled thereto, or the clerk of the Superior Court of Thurston County or the superior court of the county in which the sale took place.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, and except for a breach set forth in Paragraph 15, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of:
- a. the tenth day before the sale of the property pursuant to the power of sale contained in this Deed of Trust; or
  - b. the commencement of an action to foreclose this Deed of Trust, the Note, and notes securing future advances, if any, had no acceleration occurred;
  - c. Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust;
  - d. Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 16, hereof, including but not limited to, reasonable attorney's fees; and





e. Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligations to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by the Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents, Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the property, provided that Borrower shall, prior to acceleration under paragraphs 15 or 16 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraphs 15 or 16 hereof or abandonment of the property, Lender, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the property and to collect the rents of the property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, reconvey the purchaser's contract rights to this property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Borrower. Lender shall reconvey the contract rights without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

20. Use of Property. The property is not used principally for agricultural or farming purposes.



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IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST.

BORROWER Susan Fears Parrish AKA Susan A. Fears

Address 1413 Dickinson Ave NW  
Olympia, WA 98502

LENDER City of Olympia

Address P.O. Box 1967  
Olympia, WA 98501

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State of Washington )  
                                  ) ss.  
County of Thurston )

On this 4th day of October, 1996, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Susan Fears Parrish to me known to be the individual described in and who executed the foregoing Security Instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year above written.

Shirley Hopp  
NOTARY PUBLIC in and for the State  
of Washington, residing at Olympia  
My commission expires: 7-10-98

  
CITY OF OLYMPIA, COMM PL DT \$15.00  
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REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date \_\_\_\_\_

State of Washington )  
                                  ) ss.  
County of Thurston )

I certify that I know or have satisfactory evidence that Kenneth L. Black signed the foregoing Reconveyance, on oath stated that he is authorized to execute the instrument and acknowledged it as the Community Development Coordinator of the City of Olympia to be the free and voluntary act and deed of said city for the uses and purposes mentioned in the Reconveyance.

WITNESS my hand and official seal affixed on

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

-----Space below this line reserved for Lender and Recorder.-----



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