

City Treasurer
P O Box 1175
Tacoma, WA 98401

(253) 591-5588 TACOMA SEWER UTILITY

REAL ESTATE LIEN Loan No. _____

For value received, _____ a single person, ("Owner" herein) agrees to the placement of a lien in favor of the City of Tacoma Public Works Department, Sewer Utility Division ("City" herein), to secure payment in sum of _____ /100 Dollars, (\$ _____)

according to the terms of that certain Promissory Note (the "Note" herein) of even date herewith executed by Owner and made payable and delivered to City. The Lien will be placed upon the real property described as follows:
(LEGAL DESCRIPTION)

Also known As: _____
together with all interest or estate thereon hereafter acquired by the Owner, all present and future improvements thereto, and all rights, easements, powers, privileges and appurtenances in any way pertaining thereto (all of which are herein called, collectively, the "property").

Owner promises and agrees to pay before delinquency all taxes, special assessments and other charges levied upon the Property.

This lien shall at all times be and remain subject to the lien of any prior recorded mortgage or deed of trust. Should the granting of this lien by Owner constitute a default or an event which, under the terms of any lien or deed or trust heretofore granted by the Owner in regard to the property, would cause any sums accrued by such prior mortgage or deed of trust to become immediately due and payable and the Owner or beneficiary, as the case may be, under such prior mortgage or deed of trust threatens such acceleration, then in that event only, the granting of this lien shall be deemed to be null and void and of no effect but only to the extent necessary so as to not cause such acceleration to constitute a default.

By agreement of the parties hereto this lien shall be against the premises which benefited by the conservation loan and as an additional and concurrent method of enforcement, the lien created herein may be enforced by disconnection of water services to the premises until the unpaid balance of the Sewer Conservation Loan is paid in full or until other arrangements for payment, satisfactory to the Director of Public Works, have been made. Owner shall reimburse City in collecting the amount secured by this lien in protecting its interests by reason of the existence of this lien, and in foreclosing the same, including, but not by way of limitation, reasonable attorney's fees whether suit be brought against the Owner for any balance of the indebtedness secured hereby which remains unpaid after the application of the Property, whether public or private. Any breach or default under this contract shall give rise to the City's right to terminate water service to the residence in question and to continue said service termination until the default or breach is corrected or the loan amount is paid in full. This right to terminate service is in addition to any other rights the City may have and may be utilized without waiver of any other remedy at law or in equity available to the City.

All warranties, covenants, and agreements of Owner hereunder shall be binding on Owner and upon his successors and assigns. All of the rights and benefits obtained by City hereunder shall inure to its benefit and to the benefit of its successors and assigns.

OWNER: _____ Date _____

April 5, 1999

Real Estate Lien Acknowledgement

[Individual version]

STATE OF WASHINGTON)
)SS.
County of Pierce) **ACKNOWLEDGEMENT**

On this day personally appeared before me _____
to be known to be the individual(s) described in and who executed the within foregoing instrument and
acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the
uses and purposes above mentioned.

Given under my hand and official seal this _____ day of _____ 19_____

Printed Name: _____

Notary Public in and for the State of Washington

Residing at _____

My Commission expires on _____

[Corporate version]

STATE OF WASHINGTON)
)SS.
County of Pierce) **ACKNOWLEDGEMENT**

On this _____ day of _____, personally appeared before me _____
known to me to be the _____ of the corporation that executed the foregoing
instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the
uses and purposes therein mentioned, and on oath stated that _____ was/were
authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal on the day and year first written above.

Printed Name: _____

Notary Public in and for the State of Washington

Residing at _____

My Commission expires on _____.