

Pacific Northwest Title

2021 NW Myhre Road, Suite 300 · P.O. Box 3607
Silverdale, Washington 98383
(360) 692-4141 · Fax (360) 692-8001
<http://www.pnwtkitsap.com>

Tax Foreclosure Certificate

**Kitsap County Treasurer's Office
Foreclosure Department
614 Division Street MS-32
Port Orchard, WA 98366
Attention: Hope Beyl
Customer Ref: 052202-3-029-2004**

Title Order No.: **32165322**
Title Officer: **Andy Buskirk**
Sr. Title Officer: **Lori Bullard**
Sr. Title Officer: **Mike Mjelde**
Sr. Title Officer: **Marian Scott**

1. Effective Date: **May 11, 2018** at 8:00 A.M.

2. Liability is limited to the compensation received herein:

Charge: \$425.00
Tax: \$38.25
Total: \$463.25

3. The estate or interest in the land described or referred to in the Certificate is:
Fee Simple

4. Title to the said estate or interest in said land is at the effective date hereof vested in:
Daniel P. Kuchan and James Russell Sage, each as their respective separate estate

Auditor's File Number and Excise Tax Affidavit Number of STATUTORY WARRANTY DEED by which title was acquired: 1170300 AND 3822; copy attached.

5. The land referred to in this Certificate is in the State of Washington, County of Kitsap, and is described as follows:

See Exhibit "A" Attached Hereto

Exhibit "A"

Order No.: 32165322

Tax Parcel No.: 052202-3-029-2004

The North half of the South half of the Northeast quarter of the Southeast quarter of the Southwest quarter, Section 5, Township 22 North, Range 2 East, W.M., in Kitsap County, Washington;

Except the East 30 feet for road.

...End of Exhibit "A"...

Subject to:

1. Agreements, Conditions, Covenants, Easements, Reservations, Restrictions, Matters pertaining to boundary issues, and Servitudes of any nature whatsoever affecting said lands including, but not limited to, those which appear in the public records, prior to January 1, 2014.

2. Delinquent General and Special Taxes and Charges:

Year:	2014	2015	2017	2018
Amount Billed:	\$396.13	\$716.00	\$695.76	\$752.42
Amount Paid:	\$0.00	\$0.00	\$0.00	\$0.00
Amount Due:	\$396.13	\$716.00	\$695.76	\$752.42,
	plus interest			
Tax Account Number:	052202-3-029-2004			
Levy Code:	8170			
Assessed Value:	\$64,940.00			

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions please contact the Kitsap County Treasurer at (360) 337-4939.

3. Pending Action in Kitsap County Superior Court:

Cause No: 18-2-01361-18
Being an Action for: Foreclosure of delinquent taxes

4. Real Estate Contracts:

Contract of Sale, including the terms, covenants and provisions thereof:

Seller: Daniel P. Kuchan and James Russell Sage, each as his separate estate
Purchaser: Joseph C. Ruff, Jr. and Lydia H. Ruff, husband and wife
Recorded: November 3, 1977
Auditor's File No.: 7711030042
Excise Tax Receipt No.: 8694
Excise Paid: November 2, 1977

The above referenced document disclosed the following address:

Mr. & Mrs. Joseph C. Ruff, Jr.
2302 Thomas Avenue
San Diego, CA 92109

5. Mortgages/deeds of trust/liens/judgments:

NONE

6. Easements, covenants, conditions and restrictions on or after January 1, 2015:

NONE

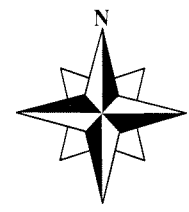
Limitation of Liability for Informational Certificate

IMPORTANT – READ CAREFULLY: THIS CERTIFICATE IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS CERTIFICATE IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. PACIFIC NORTHWEST TITLE MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT’S USE OF THE INFORMATION HEREIN. THIS CERTIFICATE REFLECTS A SEARCH OF THE PUBLIC RECORDS THAT GIVE CONSTRUCTIVE NOTICE OF MATTERS AFFECTING TITLE TO REAL PROPERTY LOCATED IN KITSAP COUNTY.



PACIFIC NORTHWEST TITLE

Title Insurance Escrow Services Real Estate Resources



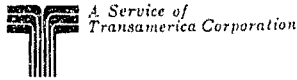
ORDER NO. **32165322** Tax Account No. **052202-3-029-2004**

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Portion of Section 5, Township 22 North, Range 2 East, W.M.



Transamerica Title Insurance Co



Filed for Record at Request of

Name Northwest Land Brokers

Address P. O. Box 44626

City and State Tacoma, Washington 98444

Transamerica Title Insurance Co.

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD

TRANSAMERICA TITLE Ins. Co. of WASH
1977 MAY 20 PM 3:59

TIED WRIGHT
KITSAP COUNTY AUDITOR
DEPUTY MA

210

1170300

12205

Statutory Warranty Deed

THE GRANTOR MARY R. ROGERS, a widow

for and in consideration of Four thousand six hundred and no/100-----(\$4,600.00 Dollars)

in hand paid, conveys and warrants to DANIEL P. KUCHAN, a single man and
JAMES RUSSELL SAGE, a single man
the following described real estate, situated in the County of Kitsap, State of
Washington:

The North half of the South half of the Northeast quarter of the
Southeast quarter of the Southwest quarter, Section 5, Township
22 North, Range 2 East, W. M.

EXCEPT the East 30 feet for road.



NO. 3822
KIT. COUNTY
TR. SECTION EXCISE TAX
PAID 20 1977
AMOUNT 46
COUNTY TREASURER
BY E. H. ...

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated
, 19 , and conditioned for the conveyance of the above described property, and
the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by,
through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges
levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on , Rec. No.

Dated this Eleventh day of May, 1977

Mary R. Rogers

STATE OF WASHINGTON, }
County of Pierce } ss.

On this day personally appeared before me Mary R. Rogers

to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that she signed the same as hers free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of May, 1977

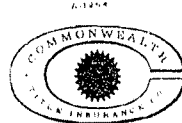
Marie Miller REEL 1.3 FRI 234
Notary Public in and for the State of Washington,
residing at ...

1170300

J 80627

450

REAL ESTATE CONTRACT



1120 PACIFIC AVE. TACOMA, WASHINGTON 98402

THIS CONTRACT, made and entered into this 11th day of October, 1977

between DANIEL P. KUCHAN and JAMES RUSSELL SAGE, each as his separate estate

hereinafter called the "seller," and JOSEPH C. RUFF, JR. and LYDIA H. RUFF, husband and wife

hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Kitsap County, State of Washington: The North half of the South half of the Northeast quarter of the Southeast quarter of the Southwest quarter, Section 5, Township 22 North, Range 2 East, W.M., in Kitsap County, Washington; EXCEPT the East 30 feet for road.;

FILED FOR RECORD
REQ. OF PIONEER NAT'L TITLE INS. CO.
NOV 3 1977 11 8.00

NO. 8694
KITSAP COUNTY
TRANSACTION EXCISE TAX
PAID NOV 2 1977

TEO WIND...
KITSAP COUNTY...
DEPUTY

AMOUNT 79.50
COUNTY TREASURER
BY E. Haem

The terms and conditions of this contract are as follows: The purchase price is SEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100THS-----\$ 7,950.00) Dollars, of which ONE THOUSAND AND NO/100THS-----\$ 1,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

SEVENTY FIVE AND NO/100THS-----\$ 75.00) Dollars, or more at purchaser's option, on or before the 20th day of November, 1977, and SEVENTY FIVE AND NO/100THS-----\$ 75.00) Dollars, or more at purchaser's option, on or before the 20th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 8-1/2 per cent per annum from the 20th day of October, 1977,

which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at Pacific National Bank of Washington, 11203 or at such other place as the seller may direct in writing Bridgeport Way S.W., Tacoma, WA

It is herein agreed and understood between the parties that upon the request from the Purchaser to the Seller and upon the Purchaser paying \$3,500.00 towards the principal balance on the above Real Estate Contract, the Seller agrees to execute and deliver to said Purchaser a Statutory Warranty Deed in partial fulfillment of this Real Estate Contract for the release of the front one acre, to which the Purchaser shall provide Seller with a legal description. Provided the parcel so released shall provide adequate ingress and egress to the remaining parcel. It is further agreed that all costs of said partial deed release shall be borne by the Purchaser.

As referred to in this contract, "date of closing" shall be October 20, 1977.

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by PIONEER NATIONAL TITLE INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
a. Printed general exceptions appearing in said policy form;
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

7711030042

7711030042

REF126R1898

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

NONE

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Daniel P. Kuchan (SEAL)
DANIEL P. KUCHAN
James Russell Sage (SEAL)
JAMES RUSSELL SAGE
Joseph C. Ruff, Jr. (SEAL)
JOSEPH C. RUFF, JR.
Lydia H. Ruff (SEAL)
LYDIA H. RUFF

STATE OF WASHINGTON,

County of Pierce

ss.

On this day personally appeared before me Daniel P. Kuchan and James Russell Sage

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 free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of October, 1977.

Rene M. Anderle
Rene M. Anderle
Notary Public in and for the State of Washington,

residing at *Big Harbor*



A TICO COMPANY

Filed for Record at Request of

FTER RECORDING MAIL TO:
.&Mrs. Joseph C. Ruff, Jr.
02 Thomas Avenue
n Diego, CA 92109

THIS SPACE RESERVED FOR RECORDER'S USE

REF126FR1899

7711030042