# AMENDED LITIGATION/TRUSTEE'S SALE/ CONTRACT FORFEITURE GUARANTEE

## **SCHEDULE A**

Rate Code	State	City	Property Type	Parcel #
NONE	48	077	10	181113-41003
Office File Number	Policy Number	Date of Policy	Amount of	Premium
208633	7208647-	May 30, 2024 at	Insurance	\$400.00
	232204170	9:47AM	\$11,903.99	

1. Assured:

## YAKIMA COUNTY TREASURER

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

#### A Fee

3. Title to the estate or interest in the land is vested in:

## The heirs and devisees of SHEILA STROM, deceased

4. The land referred to in this Guarantee is situated in the State of Washington, County of **Yakima**, and is described as follows:

Beginning at a point on the East line of the Southeast 1/4 of Section 13, Township 11 North, Range 18, E.W.M., situate 858.00 feet South 00°00' West of the Northeast corner of said subdivision;

thence continuing South 00°00' West along said East line 107.00 feet;

thence North 90°00' West 260.00 feet;

thence North 00°00' East parallel with the East line of said subdivision 107.00 feet;

thence South 90°00' East 260.00 feet to the point of beginning;

**EXCEPT** road right of way on the East.

Situated in Yakima County, State of Washington.

#### SCHEDULE B

File Number: 208633 Policy Number: 7208647-232204170

The following matters are expressly excepted from the coverage of this Guarantee:

- 1. Charges or assessments which may be due the Wapato Irrigation Project for construction, and/or operation and maintenance. Current charges due: \$2023 - \$81.29; 2024 - \$100.68
- 2. Rights of creditors, heirs or the liability for payment of inheritance taxes, if any be due, or any other matters that a probate of the decedent's estate might disclose.
- 3. Agreements, if any, related to future assessment obligations not yet due and payable, which appear in the public records.
- 4. Agreements, covenants, conditions, restrictions and/or declarations affecting title, of violations thereof, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
- 5. Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
- 6. Any reservation or conveyance of minerals, gas, oil, sand, gravel or timber, or rights related thereto, including leases of said interest, which appear in the public records.
- 7. The Litigation Guarantee is being issued to amend the following:

Schedule A: NONE

Schedule B: Amend Paragraph 1

FIDELITY TITLE COMPANY agent for CHICAGO TITLE INSURANCE COMPANY

Countersigned

Yvonne Munson, Authorized Signatory

jr/06-04-24//jr/06-11-24

# SCHEDULE B - PART I (Continued)

File Number: 208633 Policy Number: 7208647-232204170

## LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

## INFORMATION FOR THE ASSURED

- 1. This Guarantee is restricted to the use of the Assured solely for the purpose of providing information to facilitate the commencement of a suit at law, the forfeiture of a real estate contract pursuant to RCW 61.30, or foreclosure pursuant to RCW 61.24 of a mortgage described in Schedule B, affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is not a Commitment nor an obligation by the Company to issue any policy or policies of title insurance insuring said land, and it is not to be used as a basis for closing any transaction affecting title to said land.
- 2. Upon request WITHIN 60 DAYS from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording of Notice of Trustee's Sale. Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of the Guarantee but prior to the issuance of the Endorsement.
- 3. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of the Guarantee at the request of the Assured. The fee for such endorsements will be charged according to the Company's filed Rate Schedule for such endorsements. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, the date of any sale of the premises, recording of a Declaration of Forfeiture of a Real Estate Contract, trustee's sale or deed in lieu thereof.
- 4. The Address of the Property is: 3680 Lateral B Road, Wapato, WA 98951
- 5. Location Information: The property is North on Lateral B Road approximately .7 miles to intersection with W. Wapato Road and East approximately 1.1 miles to the intersection with Lateral A Road.
- 6. Address of Owners or Heirs: 3680 Lateral B toad, Wapato, WA 98951
- 7. The vesting is a result of Deed recorded under Auditor's File Number 7140567.
- 8. Legal description in this report is based upon Deed recorded under Auditor's File Number 7140567.
- 9. Last Excise Affidavit Number: 322780
- 10. Address of lienholders
  - a. Wapato Irrigation Project, P.O. Box 220, Wapato, WA 98951

