

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

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the Date of Guarantee stated in Schedule A, the title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

In Witness whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: *Home mum*
Authorized Officer or Agent

Fidelity Title Company
117 N 4th St
Yakima, WA 98901
Tel: 509-248-6210
Fax: 509-248-2048



By:

Michael J. Nolan
Michael J. Nolan

President

Attest:

Marjorie Nemzura
Marjorie Nemzura

Secretary

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
3. Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
 - (a) created, suffered, assumed or agreed to by one or more of the Assured;
 - (b) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
 - (c) resulting in no loss or damage to the Assured;
 - (d) attaching or created subsequent to Date of Guarantee.
4. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule B or with respect to the validity, legal effect or priority of any matter shown therein.
5. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
6. Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims or title to water.
7. Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
8. Any loss or damage which arises out of any transaction affecting the estate or interest shown in Schedule A of this Guarantee by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land": the land described in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (c) "date," "Date of Guarantee": the effective date.
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument.

2. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this

Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

3. NOTICE OF LOSS – LIMITATION OF ACTION

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless the action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

4. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of a claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

5. LIMITATION OF LIABILITY – PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability

exceed the amount of the liability stated within this Guarantee.

- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 5(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing, this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

6. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

7. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

8. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished

the Company shall be addressed to it at the office which issued this Guarantee or to: CHICAGO TITLE INSURANCE COMPANY, National Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.

**ISSUED FROM THE OFFICE OF FIDELITY TITLE COMPANY
AS AGENT FOR CHICAGO TITLE INSURANCE COMPANY**

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

SCHEDULE A

Office File No.: YC26-222810-FID
Policy No.: 7208647-236440611
Date of Policy: June 4, 2026 at 08:00 AM
Amount of Insurance: \$11,825.68
Premium: \$450.00
Tax: \$38.25

1. Name of Assured:
Yakima County Treasurer
2. The estate or interest in the land which is covered by this policy is:
Fee Simple
3. Title to the estate or interest in the land is vested in:
Cipriano Acosta, a married man
4. The land referred to in this policy is described as follows:

SEE LEGAL DESCRIPTION ATTACHED ON EXHIBIT A AND BY REFERENCE MADE A PART HEREOF

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

Office File No.: YC26-222810-FID

Policy No.: 7208647-236440611

EXHIBIT A

DESCRIPTION

That portion of Tract 34, JOHNSON'S ORCHARD HOME TRACTS, being a subdivision of a portion of the Southwest $\frac{1}{4}$ of Section 25, Township 13 North, Range 18 East, W.M., as recorded in Volume "G" of Plats, Page 6, and being described as follows:

Beginning at a point 832.32 feet East and 1118.6 feet South of the Northwest corner of the Southwest $\frac{1}{4}$ of said Section 25;
thence East 154.46 feet;
thence South 62.86 feet, more or less, to the South line of said Tract 34;
thence West 154.46 feet along said South line;
thence North 62.86 feet, more or less, to the point of beginning;

LESS the East 15 feet thereof for road.

Situated in Yakima County, State of Washington.

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

Office File No.: YC26-222810-FID

Policy No.: 7208647-236440611

SCHEDULE B

SPECIAL EXCEPTIONS:

1. Local district assessments and/or charges due the City of Yakima. Amount \$894.56.
2. Lien claimed by Naches Cowiche Canal Association, against Cipriano Acosta in the amount of \$563.67, recorded March 19, 2024 under Auditor's File Number 8195568.
3. Ownership in community or other rights of the spouse, if any, of Cipriano Acosta, on or since January 22, 2009.
4. Agreements, if any, related to future assessment obligations not yet due and payable, which appear in the public records.

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.

Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.

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.

NOTES:

- a. Parcel number(s) assigned by the Yakima County Assessor's Office based upon their own composed narrative description, and used by the Yakima County Treasurer's Office in the collection of real property taxes and assessments:
Parcel ID(s): 181325-32519,
- b. According to the Yakima County Assessor's Office, the address for the property described in Exhibit A of our Commitment is 1216 S 13th Ave, Yakima, WA 98902.
- c. Location Information: The Southeast corner South on S. 13th Avenue approximately 100 feet to the intersection with Viola Ave.
- d. Address of Owners or Heirs: 1216 S 13th Avenue, Yakima WA 98902
- e. The legal description in this report is based upon Deed recorded under Auditor's File Number 7639644
- f. Last Excise Affidavit Number: 406622
- g. The vesting is a result of Deed recorded under Auditor's File Number 7639644.
- h. Address of Lienholders:
 - 1) City of Yakima, 129 N Second Street, Yakima WA 98901
 - 2) Naches Cowiche Canal association, P.O. Box 9365, Yakima WA 98909

SCHEDULE B

(Continued)

- i. The Amended report is being issued to amend the following:*
 - Schedule A: NONE*
 - Schedule B: NONE*
 - Notes: Amend c*

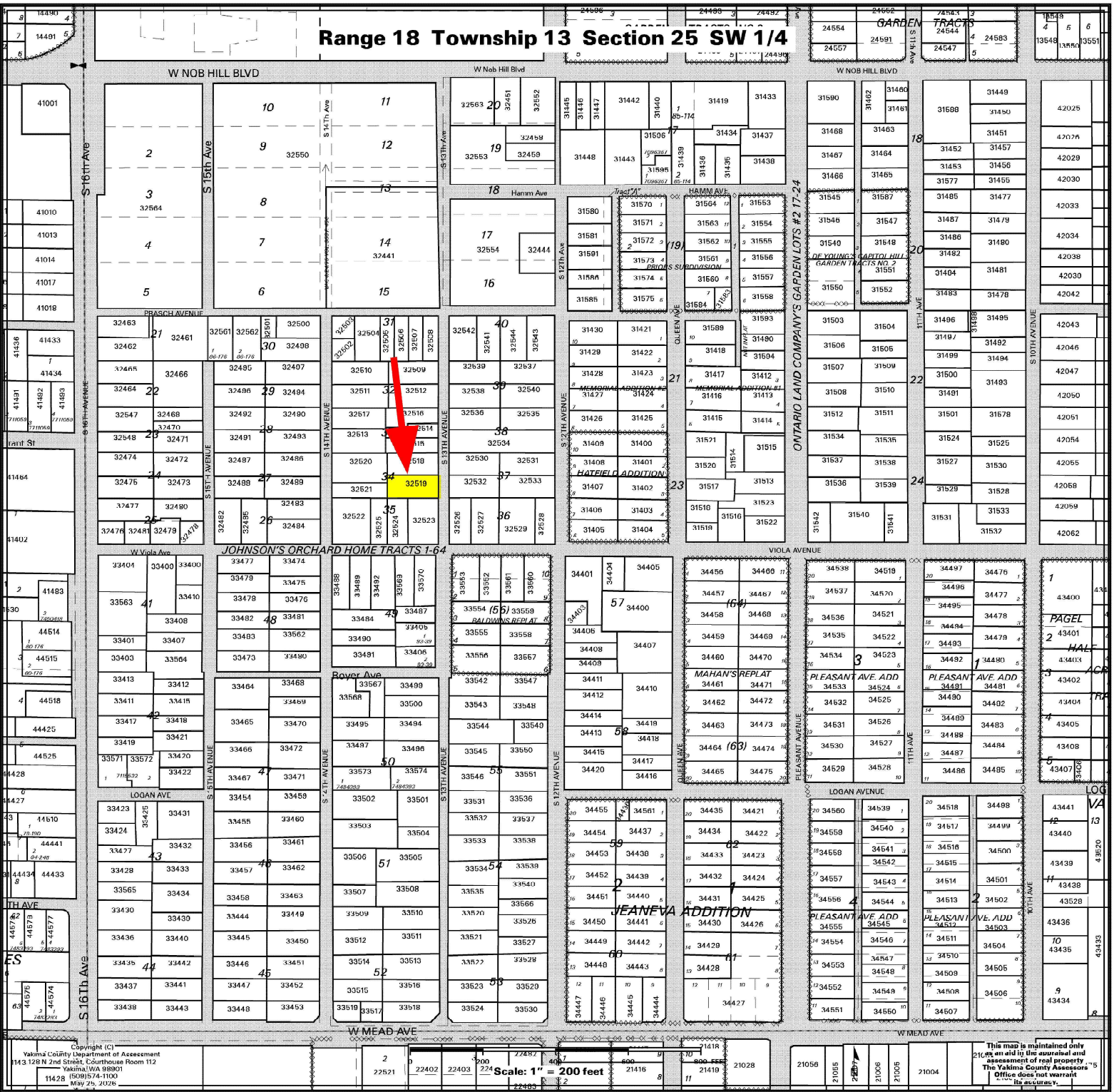
LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE
INFORMATION FOR THE ASSURED

Office File No.: YC26-222810-FID

Policy No.: 7208647-236440611

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 or the forfeiture of a real estate contract pursuant to RCW 61.30 or a 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 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 this Guarantee but prior to the issuance of the endorsement.
3. Upon request on the 30th day preceding the date set for the forfeiture of real estate contract, or trustee's sale, the company will issue an endorsement identifying federal tax liens, if any, affecting the land described in Schedule A. **THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE 30TH DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.**
4. The Company may, **BUT IS NOT OBLIGATED TO**, issue additional endorsements extending the effective date of this 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, any sale of the premises or a Declaration of Forfeiture of a Real Estate Contract, trustee's sale or deed in lieu of thereof.
5. Attention is called to the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
6. Attention is called to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice of sale or forfeiture in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale or forfeiture, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale or forfeiture.

Range 18 Township 13 Section 25 SW 1/4



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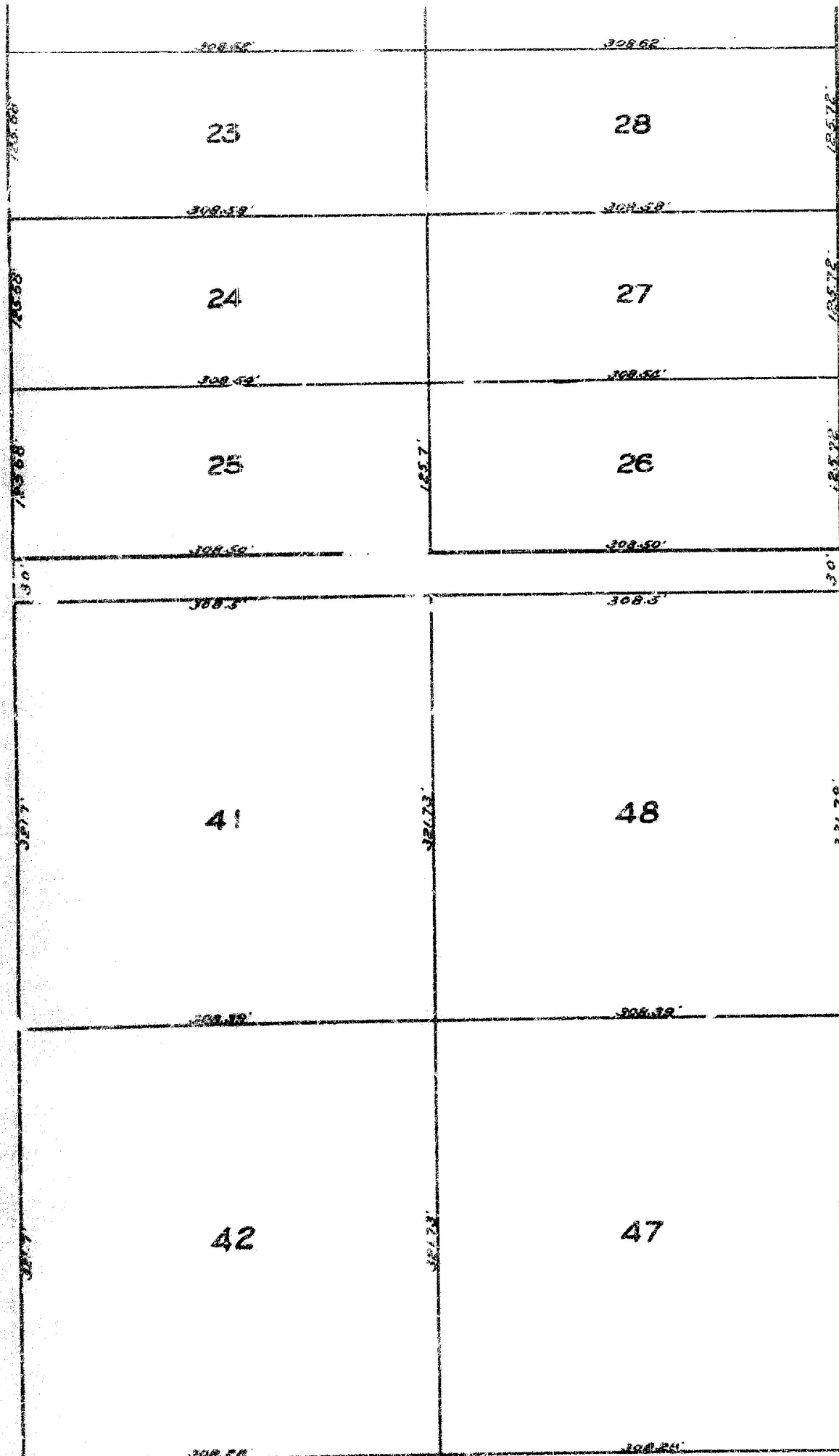
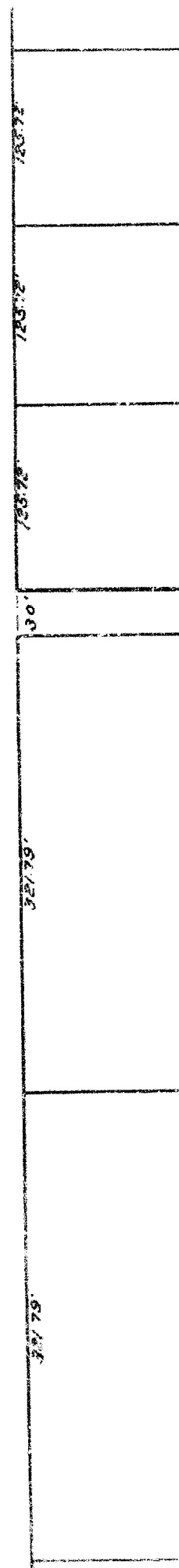
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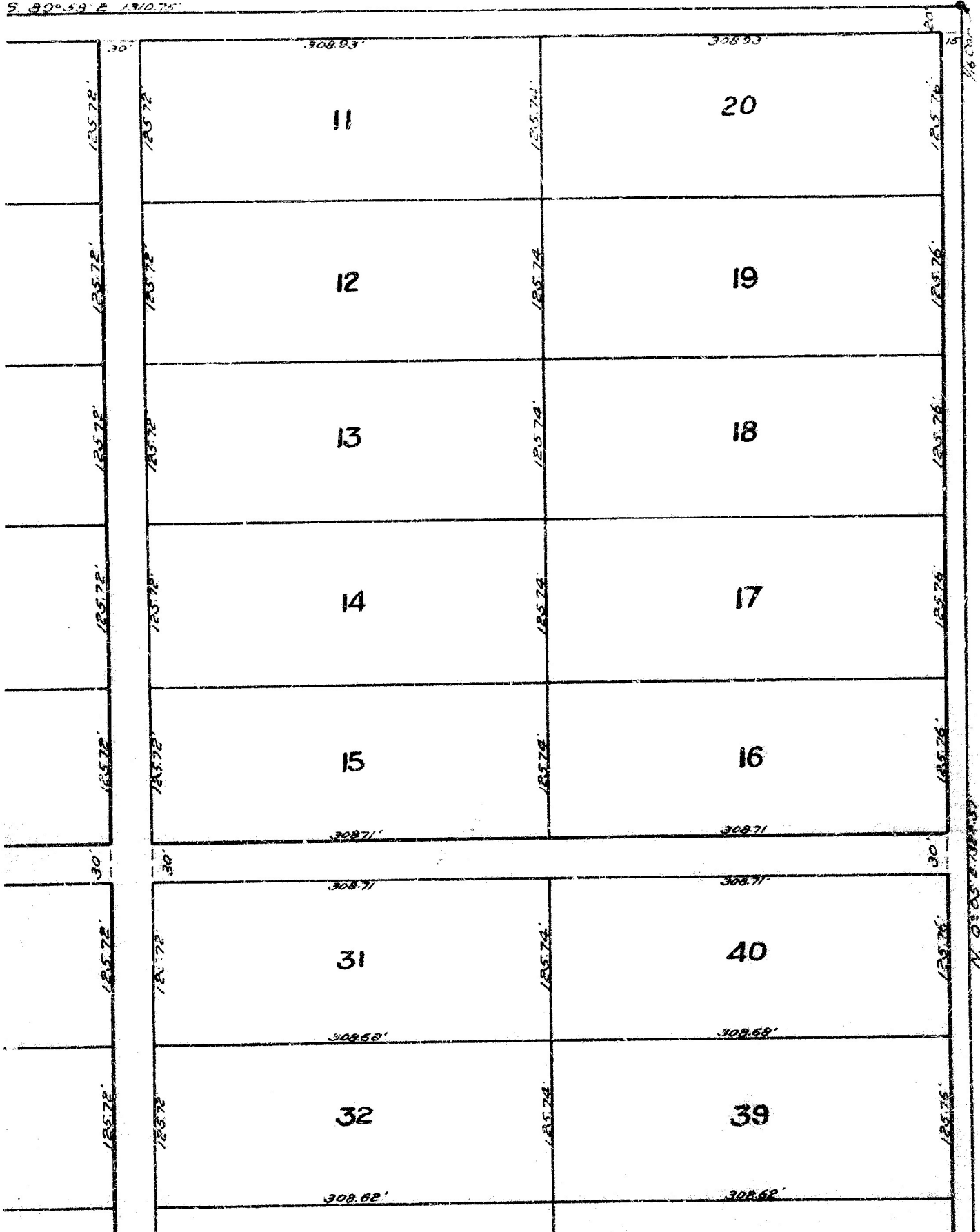
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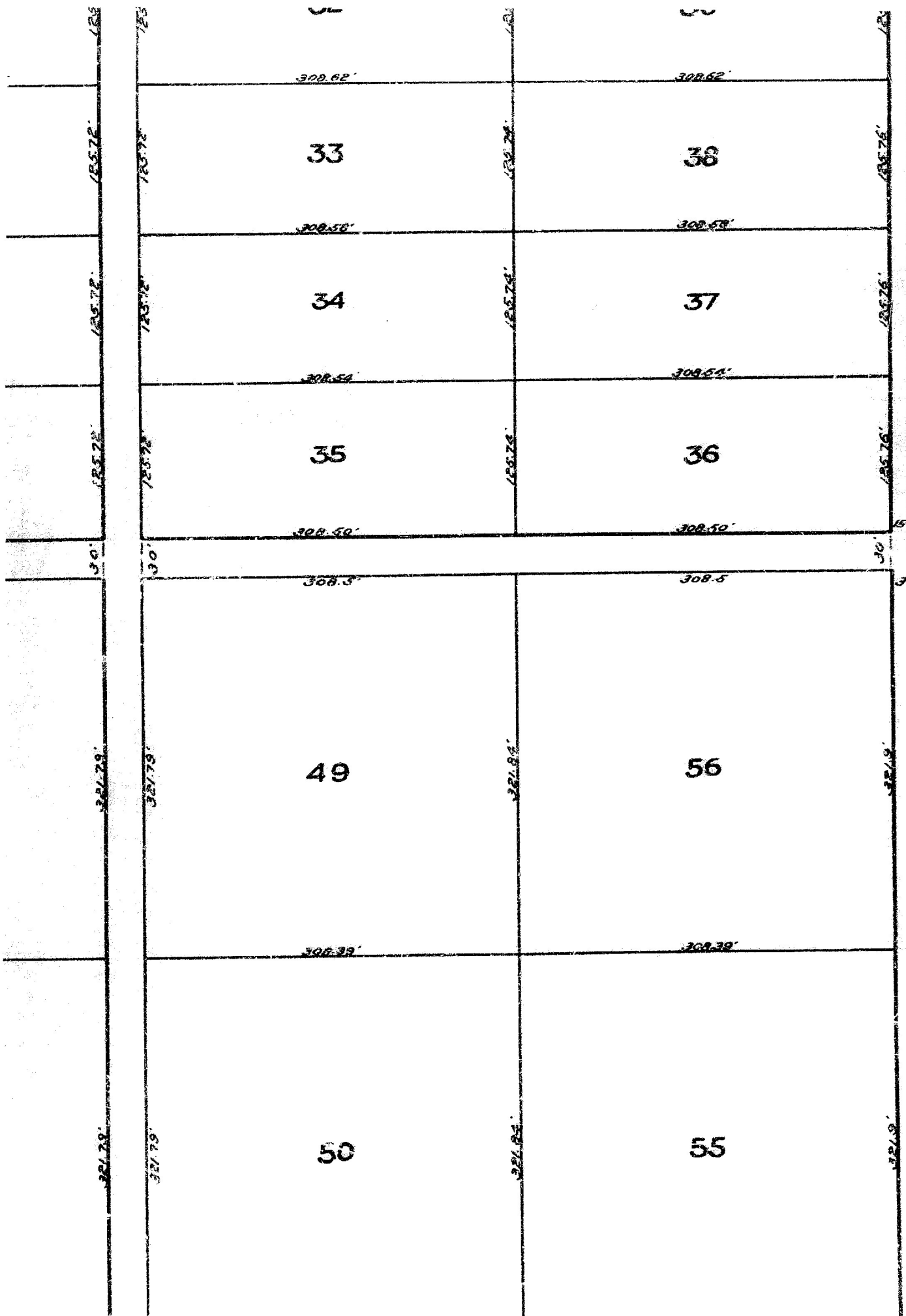
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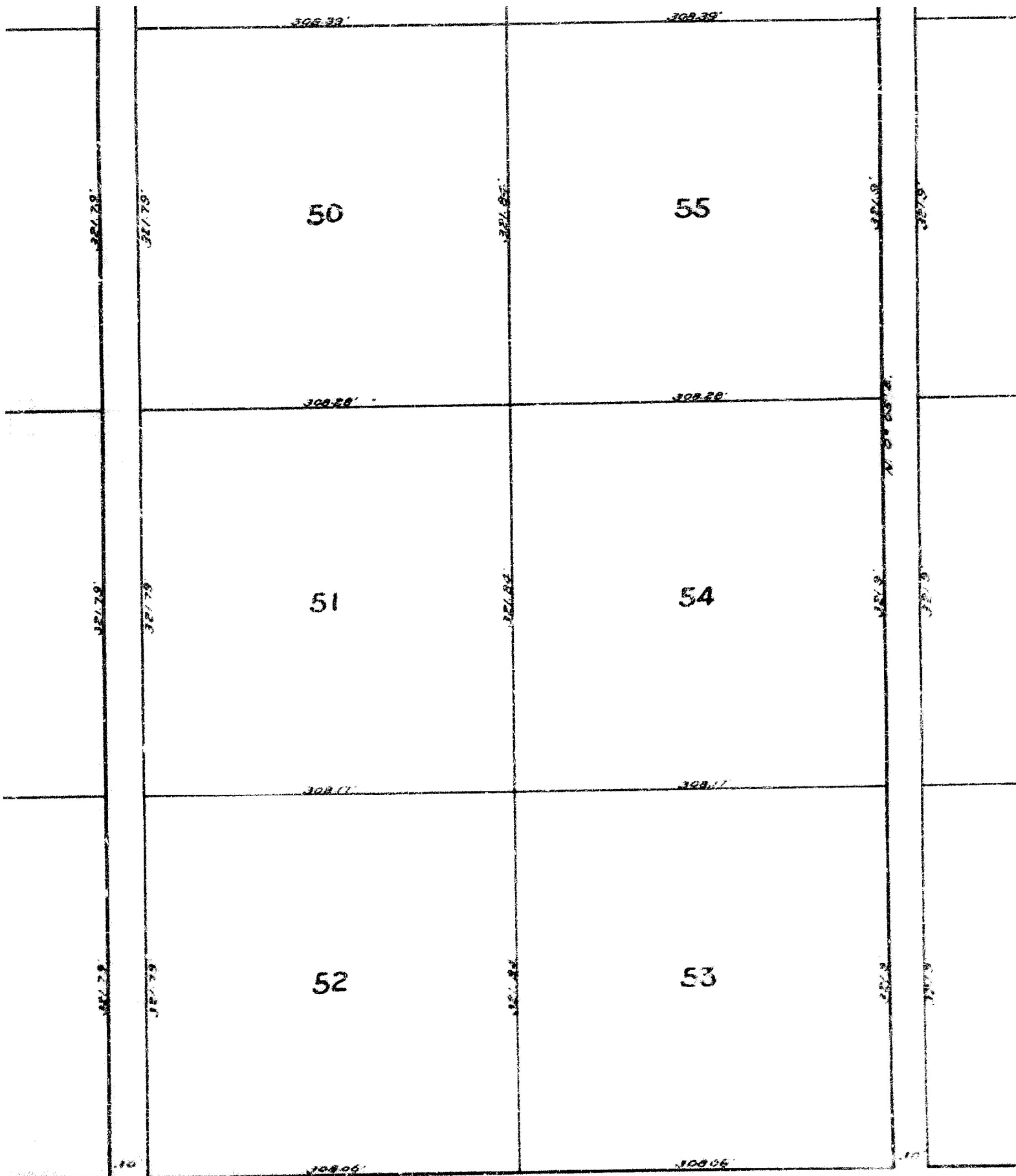


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HOME TRACTS

TOWNSHIP 13 NORTH RANGE 18 E.W.M.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That I, Frank J. Allen as Trustee, do hereby certify that I am the owner as Trustee, of the following described real property situated in Yakima County, Washington, to-wit:

That part of the West half of the Southwest quarter and West half of the Southeast quarter of the Southwest quarter of Section 25, Township 13, North, Range 18, E.W.M., except tracts number 11 to 23 inclusive, 26 to 28 inclusive, 31 to 41 inclusive and Tract No 49, as shown on the annexed plat, together with appurtenances, with full power and authority to plat and dedicate, and that I have caused said described property to be surveyed, laid out and platted into lots, streets and alleys, as shown on the annexed plat, under the name of and to be known as "JOHNSON'S ORCHARD HOME TRACTS."

And I do hereby dedicate to the public use forever, the streets and alleys shown on the said annexed plat, subject to any existing ditch rights-of-ways, water pipes and pipe mains as now constructed.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 30th day of November A.D. 1921.

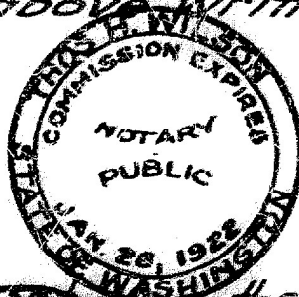
FRANK J. ALLEN
Trustee

STATE OF WASHINGTON] SS
(COUNTY OF YAKIMA)

This is to certify that on this 30 day of November A.D. 1921. before me the undersigned, a Notary Public, in and for said County and State, personally appeared Frank J. Allen, to me known to be the individual described in and who executed the within instrument as trustee, and acknowledged that he signed and sealed the same as such trustee, as his own free and voluntary act and deed for the uses and purposes therein mentioned.

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

THOS. H. WILSON.
Notary Public in and for the State
of Washington, residing at Yakima, Wa.

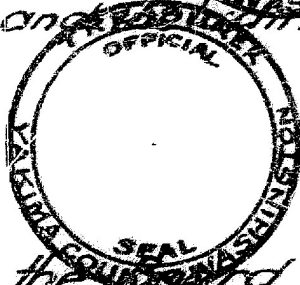


All taxes to and including the year 1920 are paid in full



All taxes to and including the year 1920 are paid in full

LILLIAN BUSCH
County Treasurer



Approved by the Board of County Commissioners this
5th day of December A.D. 1921.

235775
INDEXED



W. L. DIMMICK
Chairman

Filed for record at the request of
FRANK J. ALLEN as Trustee
Dec. 5 1921 at 3:23 P.M.
and recorded in Vol. 212 of deeds
at page 158, and Vol. "G" of
plots, page 6 Records of Yakima County, Washington

COMPALED
Dec 24 1921
BY DHS.VMT

EDMUND B. RILEY County Auditor

COC

S. 82° 57' E. 654.5'

GRETTA B. THORNTON
Dec 11 1921 Deputy

