CHICAGO TITLE INSURANCE COMPANY

Guarantee No.: 7493-1-YC26-222818-FID-2026.7208647-236484754

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: _____
Authorized Officer or Agent

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

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

By: Michael J. Nolan
President

Attest: 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.: YC26-222818-FID

Policy No.: 7208647-236484754

Date of Policy: June 11, 2026 at 08:00 AM

Amount of Insurance: $10,032.32

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:

   KAREN SUSAN QUILL, who acquired title as KAREN SUSAN TAHMALWASH, as her separate estate, and the heirs and devisees of JOHNNY RAY TAHMALWASH, deceased

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.: YC26-222818-FID **Policy No.:** 7208647-236484754

EXHIBIT A

DESCRIPTION

Tract 7 of VIOLA ACRE TRACTS, according to the official plat thereof recorded in Volume "K" of Plats, page 15, records of Yakima County, Washington;

EXCEPT the South 100 feet of the West 108 feet thereof;

ALSO EXCEPT the following tract:

Beginning at a point 100 feet North of the Southwest corner of Tract 7 of VIOLA ACRE TRACTS, according to the official plat thereof recorded in Volume "K" of Plats, page 15, records of Yakima County, Washington;
thence North 60 feet;
thence East 108 feet;
thence South 60 feet;
thence West 108 feet to the point of beginning;

ALSO EXCEPT the following tract:

The North 59.61 feet of Tract 7 of VIOLA ACRE TRACTS, according to the official plat thereof recorded in Volume "K" of Plats, page 15, records of Yakima County, Washington.

Situated in Yakima County, State of Washington.

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

Office File No.: YC26-222818-FID **Policy No.:** 7208647-236484754

SCHEDULE B

SPECIAL EXCEPTIONS:

1. Transcript of District Court against Karen S Tahmalwash and Johnny Tahmalwash, in favor of Cascade Capital, LLC, in the amount of $7,444.23. Said transcript is recorded April 20, 2018, under Auditor's File Number 7978332. Attorney for Judgment Creditor: Gordon, Aylworth & Tami, P.C.

2. 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): 191115-23452,

   b. According to the Yakima County Assessor's Office, the address for the property described in Exhibit A of our Commitment is 251 Hoffer Rd, Wapato, WA 98951.

   c. Location Information: The Southwest corner is approximately 108 feet East of the intersection of the North line of Hoffer Rd. and the East line of Horschel Rd.

   d. Address of Owners or Heirs:

      Karen Susan Quill - 251 Hoffer Rd, Wapato, Washington, 98951

      Penny Tahmalwash - 21 Wiwnu Ln, Wapato, Washington, 98951

   e. The legal description in this report is based upon Deed recorded under Auditor's File Number 7626935

   f. Last Excise Affidavit Number: 404352

   g. The vesting is a result of Quit Claim Deed & Affidavit recorded under Auditor's File Number 7626935 & 7798023.

h. Address of Lienholders:

Cascade Capital, LLC
4023 W 1st Ave
PO Box 22338
Eugene, OR 97402

The Amended report is being issued to amend the following:
Schedule A: Amend Vesting
Schedule B: None
Notes: Amending d

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

INFORMATION FOR THE ASSURED

Office File No.: YC26-222818-FID **Policy No.:** 7208647-236484754

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.

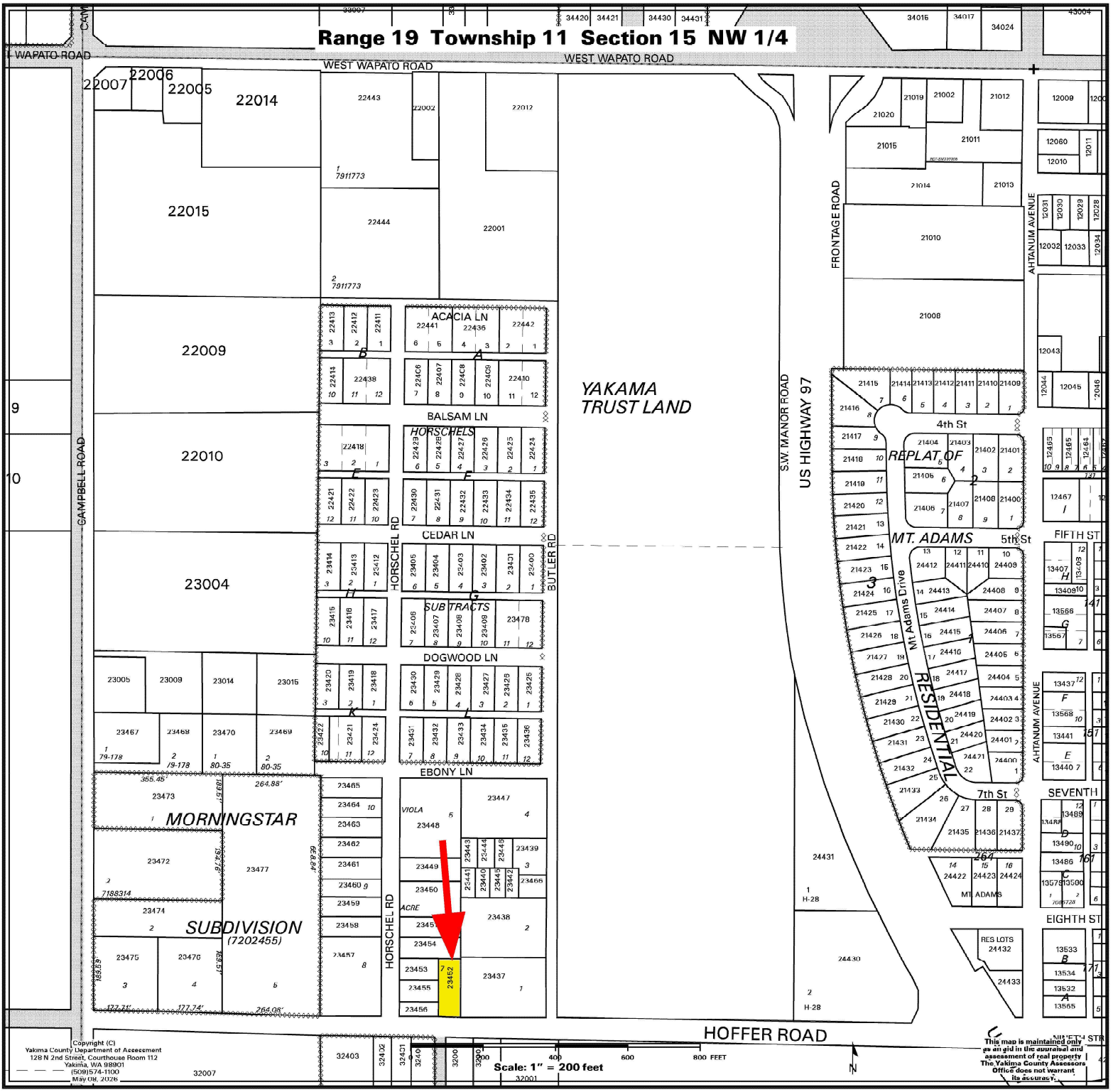
2. Upon request WITHIN 60 DAYS from the effective date of this Guarantee, the company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording 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 19 Township 11 Section 15 NW 1/4
WEST WAPATO ROAD
CAMPBELL ROAD
HORSCHEL RD
BUTLER RD
FRONTAGE ROAD
S.W. MANOR ROAD
US HIGHWAY 97
AHTANUM AVENUE
HOFFER ROAD
ACACIA LN
BALSAM LN
CEDAR LN
DOGWOOD LN
EBONY LN
HORSCHELS SUB TRACTS
YAKAMA TRUST LAND
REPLAT OF MT. ADAMS
MT. ADAMS
RESIDENTIAL
MORNINGSTAR SUBDIVISION (7202455)
4th St
5th St
7th St
FIFTH ST
SEVENTH
EIGHTH ST
22007
22006
22005
22014
22015
22009
22010
23004
23005
23009
23014
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23467
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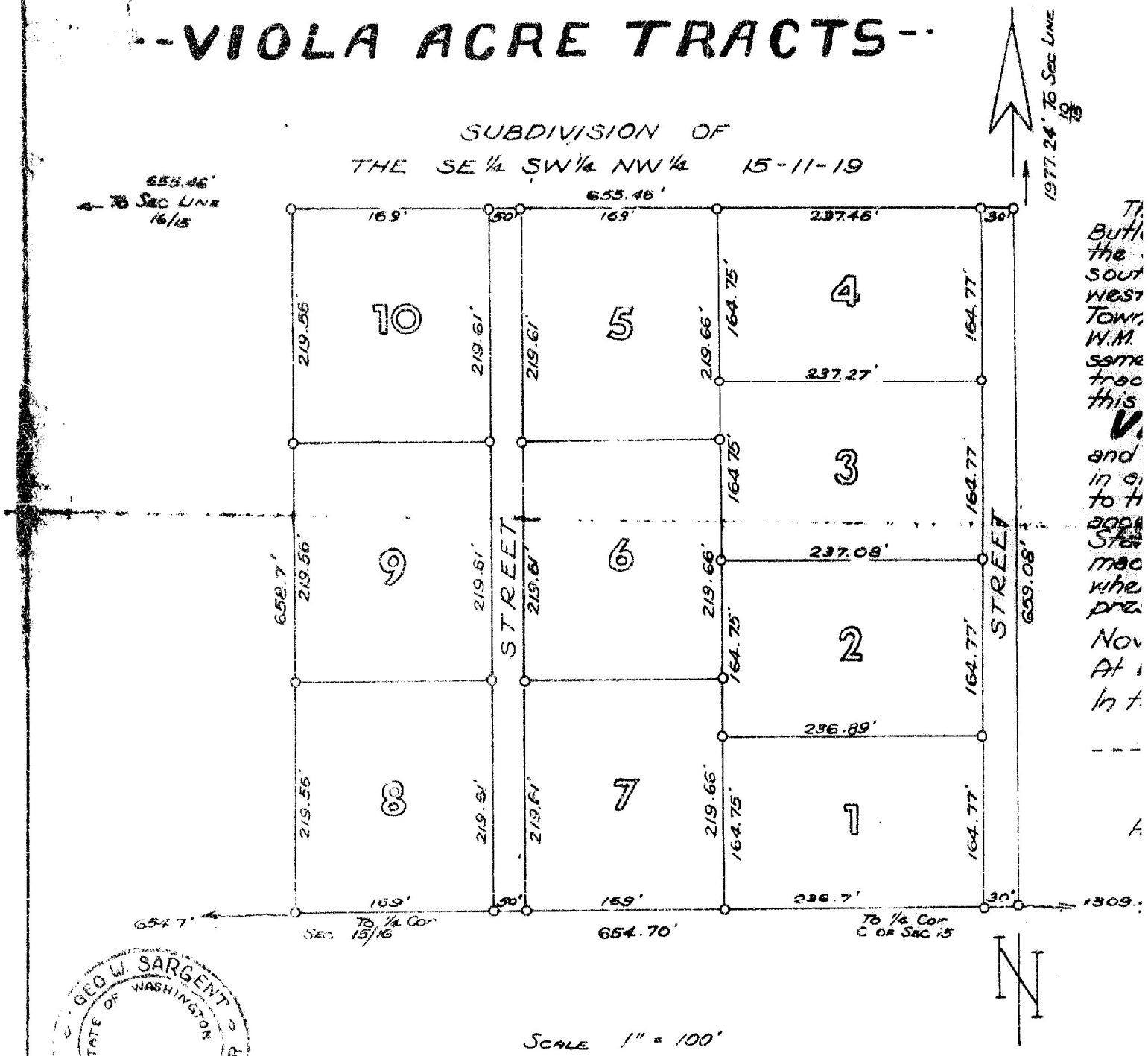
12034
12043
12044
12045
12046
Scale: 1" = 200 feet
Copyright (C)
Yakima County Department of Assessment
128 N 2nd Street, Courthouse Room 112
Yakima, WA 98901
(509)574-1100
May 08, 2026
This map is maintained only as an aid in the appraisal and assessment of real property. The Yakima County Assessors Office does not warrant its accuracy.

--VIOLA ACRE TRACTS--

SUBDIVISION OF
THE SE ¼ SW ¼ NW ¼ 15-11-19



GEO. W. SARGENT
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL ENGINEER

SCALE 1" = 100'

975645

Filed for record at the request of [illegible]

Yakima Title Sty + Abst Co.

Dec. 17 A.D. 1941

46 Min Past 12 P.M.

and recorded in vol 361

Deeds page 316

[illegible] Page 15

Records of Yakima County, Wash.

D GLENN CRAGG
County Auditor

By [illegible]
deputy

Fee $4.50

1977.24 To See Line 10/15

DEDICATION

This is to certify that I, Viola F Butler, a widow, am the owner of the southeast quarter of the southwest quarter of the northwest quarter of Section 15; Township 11 North; Range 19 East W.M. and that I have caused the same to be surveyed and platted into tracts and streets as shown on this plat under the designation of

VIOLA ACRE TRACTS

and I hereby dedicate my interest in all streets shown on this plat to the use of the public in accordance with the statutes of the State of Washington in such cases made and provided, in witness whereof I have executed these presents this 9TH day of November, A.D. 1938

At Wapato, In Yakima County
In the State of Washington

Viola F. Butler

ACKNOWLEDGEMENT

I, Nealy N. Olney a Notary Public, in and for said County and State hereby certify that before me this 9TH day of November 1938 appeared Viola F Butler, a widow, known to me to be the individual who executed this instrument and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this 9TH day of November A.D. 1938

Nealy N. Olney
NOTARY PUBLIC IN AND FOR YAKIMA COUNTY

NEALY N. OLNEY
NOV 10 1939

APPROVAL

Approved this 15th day of December 1941

O.E. Brashiard — COUNTY ENGINEER

Alfred F. Hillyer — CHAIRMAN OF BOARD OF COUNTY COMMISSIONERS

1309.4

This is to Certify that all taxes have been paid to date.

C. D. Stephens — COUNTY TREASURER

NOV 3, 1941