

# Marshall

## TITLE & ESCROW

8318 W. Gage Blvd. Suite C Kennewick, WA 99336  
Phone: (509) 783-2101 • Fax: (509) 783-2119

Order No. 11-1380-LC

Brasher / 1-1289-314-0002-009


906 W. 26th Avenue, Kennewick, WA 99337

Copies

1

Kirsten Yniguez  
Benton County Treasurer  
5600 W. Canal Place  
Kennewick, WA 99336

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Leslie Chenoweth, Authorized Signatory



*First American Title*

## Litigation Guarantee

ISSUED BY

**First American Title Insurance Company**

# Guarantee

GUARANTEE NUMBER

**5015853-1396**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

### FIRST AMERICAN TITLE INSURANCE COMPANY

a California corporation, herein called the Company

#### GUARANTEES

the Assured named in Schedule A of this Guarantee

herein called 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 shown in Schedule A,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority; AND
2. The necessary parties defendant in an action to foreclose on Instrument No. are as herein stated.

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### **First American Title Insurance Company**



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land

expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.

(c) The identity of any party shown or referred to in Schedule A.

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "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.

(e) "date": the effective date.

### 2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided,

however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### 5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

### 6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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 or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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 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, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

### 7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

interest subject to any defect, lien or encumbrance assured against by this Guarantee.

### 8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

### 9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

### 10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

### 11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company 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 the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### 12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation.

All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707.**



***First American Title***



Issued by

*First American Title Insurance Company*



**First American**

*First American Title Insurance Company*

**LITIGATION GUARANTEE**

LIABILITY **\$1,000.00**

FEE **\$172.00**

TAX **\$14.28**

ORDER NO.: **11-1380-LC**  
GUARANTEE NO.: **112893140002009**  
YOUR REF.: **5015853-1396**

**First American Title Insurance Company**  
a Corporation, herein called the Company  
GUARANTEES

**Benton County Treasurer**

herein called the Assured, against loss not exceeding the liability amount stated above 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 stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority.
2. The necessary parties defendant in an action to foreclose on delinquent General Property Taxes and/or Irrigation Assessments are as herein stated.

**All subject, however, to the exclusions from coverage, the limits of liability and other provisions of the conditions and stipulations hereto annexed and made a part of this Guarantee.**

Effective date: **July 18, 2011 at 8:00 a.m.**

**Prepared By:**

**Marshall Title & Escrow**  
**8318 W. Gage Blvd., Ste. C**  
**Kennewick, WA 99336**  
**(509) 783-2101**

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**Leslie Chenoweth, Authorized Signatory**

## SCHEDULE A

Title to said estate or interest at the date hereof is vested in:

**Stacy Brasher, a single person**

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

**Fee Simple Estate**

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

**Lot 9, Block 2, Barbara Jean Additon, according to the Plat thereof recorded in Volume 8 of Plats, at Page 76, records of Benton County, Washington.**

Parcel No.: **1-1289-314-0002-009**

Address or Approx. Location: **906 W. 26<sup>th</sup> Avenue, Kennewick, WA 99337**



**EXCEPTIONS:**

1. **Liability to future assessments levied by Kennewick Irrigation District, if any.**
2. **Rights of ways for pipelines, ditches, canals, flumes, if any cross said premises, together with the right to enter thereon for the purpose of repair and maintenance thereof.**
3. **Covenants, conditions, restrictions and easement in declaration of restrictions, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.**

**Recorded:** December 16, 1966  
**Recording No.:** 570577

4. **Dedication and/or notes contained on the face of said plat substantially as follows:**

- a. **All corners are marked with iron pipe.**
- b. **Dashed lines indicate utility easements – widths as shown.**

5. **Easement as delineated on the plat of said Addition:**

**For:** Utilities  
**Affects:** North and East 5 feet of said property

6. **Judgment:**

**In Favor of:** Providian Bank  
**Against:** Marcia E. Brasher  
**Amount:** \$8,232.98, together with interest, costs and attorney fees, if any  
**Entered:** June 9, 2003  
**Filed:** June 9, 2003  
**Judgment No.:** 03-9-01159-5  
**Cause No.:** 03-2-01179-4  
**Attorney for Judgment Creditor:** Patrick J. Layman

The plaintiffs interest has been assigned of record to Sherman Acquisition L.P. by document Filed May 10, 2004, in Benton County Superior Court.

Said judgment was also recorded in the Auditor's Office on July 30, 2003 under Recording No. 2003-035726.

7. **Deed of Trust and the Terms and Conditions thereof:**

**Grantor:** Stacy Brasher  
**Trustee:** Able Bail Bonds, Inc.  
**Beneficiary:** American Surety Company  
**Original Amount:** Undisclosed  
**Dated:** January 29, 2011  
**Recorded:** February 9, 2011  
**Recording No.:** 2011-004337

**EXCEPTIONS continued on next page**

**EXCEPTIONS continued**

**File No. 11-1380-LC**

**8. District Court Judgment:**

**In Favor of:** Stone Creek Financial, Inc.  
**Against:** Stacy D. Brasher aka Stacy Brasher  
**Amount:** \$1,402.36, together with interest, costs and attorney fees, if any  
**Entered:** April 4, 2011  
**Filed:** April 4, 2011  
**Case No.:** 130527  
**Attorney for Judgment Creditor:** Matthew R. Aylworth

**Note:** Said judgment was recorded June 16, 2011 under Benton County Recording No. 2011-016767.

**9. Delinquent general taxes for the years 2008, 2009, 2010 and 2011 in the respective sums of \$1,613.13, \$1,576.36, \$1,590.16 and \$1,456.49 plus interest.**

**Affects:** herein described property  
**Tax Account No.:** 1-1289-314-0002-009

**10. Delinquent assessments levied by Kennewick Irrigation District for the years 2008, 2009, 2010 and 2011 in the respective sums of \$486.06, \$261.55, \$273.36, and \$283.98, plus interest and penalties.**

<b>INFORMATIONAL NOTES</b>
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- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Note: Unless the property described in this report is located in King, Pierce or Spokane Counties no search of the records of the United States Bankruptcy Court has been made.

### ATTORNEY'S INFORMATION

Being an action to foreclose on delinquent General Property Taxes and/or Irrigation Assessments.

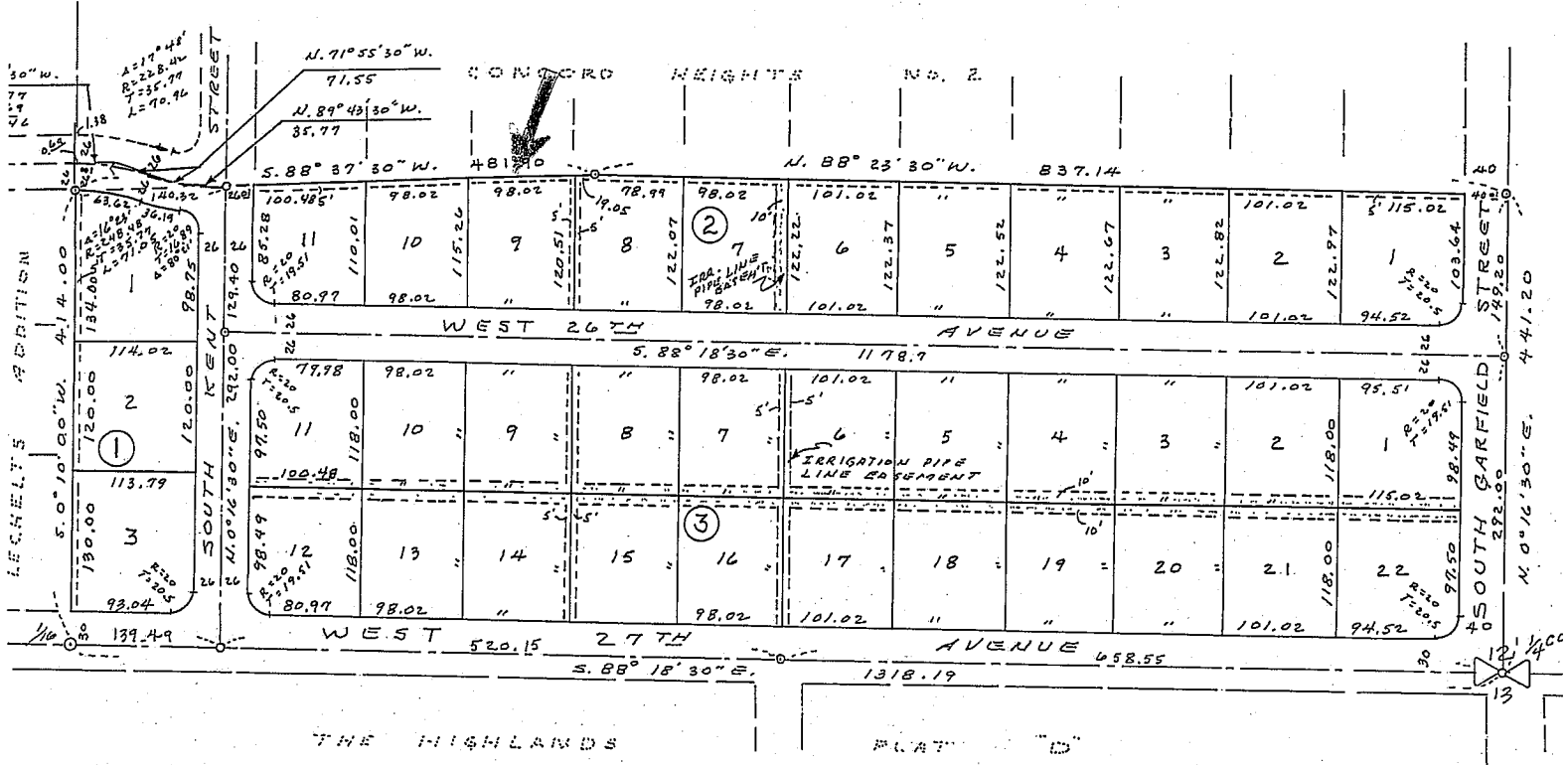
3. City in which said land is located: **Kennewick**

Necessary parties to be made defendants in an action to be brought by the Assured, are as follows:

- A. Parties in possession.**
- B. Stacy Brasher**  
**906 W. 36<sup>th</sup> Ave.**  
**Kennewick, WA 99337**  
**Vested owner**
- C. Bishop, White, Miersma & Marshall, P.S.**  
**720 Olive Way, #1301**  
**Seattle, WA 98101-1801**  
**Exception No. 6**
- D. American Surety Company**  
**P. O. Box 68932**  
**Indianapolis, IN 46268**  
**Exception No. 7**
- E. Matthew R. Aylworth**  
**4023 W. 1<sup>st</sup> Ave.**  
**P. O. Box 22338**  
**Eugene, OR 97402**  
**Exception No. 8**

# A JEAN ADDITION

ED IN THE SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub>, SEC. 12, TWP. 8N., R. 29 EAST, W. M.  
BENTON COUNTY - WASHINGTON



### TRAVERSE NOTES NOT ADJUSTED

BEARING	DIST.	COS.	SINE	N	S	E	W
N. 0° 16' 30" E.	441.20	.99999	.00480	441.20		2.12	
N. 88° 23' 30" W.	837.14	.02807	.99961	23.50			836.81
S. 88° 37' 30" W.	481.90	.02400	.99971		11.57		481.76
S. 0° 10' 00" W.	414.00	.99999	.00291		414.00		1.20
S. 88° 18' 30" E.	1318.19	.02952	.99956		38.91	1317.61	
				464.70 (+0.22)	464.48	1319.73	1319.77 (+0.04)

county and state  
1966, personally  
D. Kirk and  
names appear  
the same as their  
I seal the day

All  
with  
Dash  
Ecco







PROTECTIVE COVENANTS  
OF  
BARBARA JEAN ADDITION TO KENNEWICK

VERNER MILLER, AUDITOR  
DEPUTY

RECORDED IN VOL. 229

INDEXED BY *[Signature]*

CHECKED BY *[Signature]*

We, the undersigned, Douglas D. Kirk and Barbara Jean Kirk, his wife, being all the persons having any interest in the property covered by the plat of Barbara Jean Addition to Kennewick, do hereby declare the following restrictions and covenants which shall run with the land and be binding on all parties and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of 5 years, unless by vote of a majority of the then owners of the lots and it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. The undersigned or his representative reserve the right to inspect, control and pass upon all plans and building locations prior to construction.

2. All lots in said Barbara Jean Addition shall be known and described as residential lots.

3. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one new single family dwelling not to exceed one and one-half stories in height and a private garage for not more than 3 cars.

4. No building shall be located nearer than 25 feet to the front lot line or nearer than 25 feet to the side street line. No building, except a detached garage shall be located nearer than 10 feet to any side lot line.

5. No dwelling or structure shall be placed or erected on any lot within the plat which does not equal or exceed F.H.A. minimum specifications for residential housing.



6. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting, within six months from date of commencement of construction.

7. No dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The ground floor area shall be not less than 1400 sq. feet, not including open porches and garages.

8. Each and every structure erected within said addition shall be maintained at all times in a neat and clean condition in reference to all exterior surfaces. All lawns and landscaping shall be maintained and kept in the same manner.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which shall constitute a nuisance or become generally recognized as any annoyance to the neighborhood. No signs or billboards shall be displayed on any premises, except as to temporary signs used in sale of the lots. No livestock, except dogs and cats kept for pets, shall be permitted upon the real property.

11. Dogs, cats, or other household pets may be kept, providing these animals do not create any annoyance or nuisance to residents and invitees of said addition. If complaints are made by 50% or more of the residents of said addition, the offensive animal or animals shall be disposed of immediately by the owner.

12. No garbage, rubbish or noxious materials shall be placed, stored or allowed to accumulate in any unenclosed container for any period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away from the premises or otherwise disposed of in a lawful manner not less frequently than once each week. There will be no burning barrels.

13. Any fences must be of good appearance and no fence, hedge or boundary wall situated anywhere upon residential lot shall have a height greater than 6 feet and no such fence, hedge or boundary wall shall be erected closer to the front property line than 30 feet.

14. In event private irrigation lines are installed, no one shall be permitted to connect into said line without first having paid all public and private charges, applicable thereto. The cost of installing an irrigation line shall be pro-rated to each property owner, based upon a fixed fee per front foot of their individual holding or holdings.

15. Until such time as a sanitary sewer system shall have been constructed to serve this tract, a sewage disposal system constructed in accordance with the requirements of the public health authority having jurisdiction shall be installed to serve each dwelling house.

16. The grantor, for themselves and their successors and assigns, dedicate easements for public utility purposes, over the public utility easements strips shown in recorded Plat. Said easements are hereby granted to maintain, construct, reconstruct and repair, sewer lines, domestic water and irrigation water pipelines, telephone lines, and lines for the delivery of electrical energy as the same are constructed and installed at the time of the conveyance of each of the lots in said Plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owners of the land affected by said easement.

17. The dedication of the plat of Barbara Jean Addition is hereby referred to and made a part of these protective restrictions and covenants.

Douglas D Kirk  
Barbara Jean Kirk

Grant to  
Doug Kirk  
1008 Union  
Kennewick, Wash.



**AFTER RECORDING RETURN TO:**

Bishop, Lynch & White, P.S.  
720 Olive Way, #1301  
Seattle, WA 98101-1801

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**Document Title(s):**

DEFAULT JUDGMENT  
Case No.: 03-2-01179-4  
Our File #: P0201034

**Reference Number(s) of Documents assigned or released:**

**Defendants:**

1. MARCIA E BRASHER
2. JOHN DOE BRASHER

**Plaintiff:**

1. PROVIDIAN BANK

**Abbreviated Legal Description as follows:**

**Assessor's Property Tax Parcel/Account Number(s):**

---



2003-035726  
Pg: 2 of 4  
07/30/2003 09:24R  
Benton County

E. KAY STAPLES  
BENTON COUNTY CLERK

JUN - 9 2003

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# CERTIFIED COPY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR BENTON COUNTY

PROVIDIAN BANK

Plaintiff,

No. *03-2-01179-4*

vs.

ORDER OF DEFAULT  
AND DEFAULT  
JUDGMENT

MARCIA E BRASHER and JOHN DOE  
BRASHER, wife and husband, and their marital  
community composed thereof,

Defendants.

[Clerk's Action Required]

JUDGMENT SUMMARY

**JUDGMENT DOCKET**  
*NO 039-01159-5*

Judgment Creditor:	PROVIDIAN BANK	
Attorney for Judgment Creditor:	Krista L. White, Patrick J Layman BISHOP, LYNCH & WHITE, P.S.	
Judgment Debtors:	MARCIA E BRASHER and JOHN DOE BRASHER and their marital community	
Principal Amount:		\$6,474.83
Interest to Date of Judgment:		\$858.15
Taxable Costs:		
Filing Fee:		\$110.00
Service of Process:		\$40.00
Reasonable Attorney's Fee:		<u>\$750.00</u>
TOTAL JUDGMENT:		\$8,232.98

Post Judgment interest accrues at the rate of 19.99% per annum on the total

BISHOP, LYNCH & WHITE, P.S.  
720 Olive Way, Suite 1301  
Seattle, Washington 98101  
206/622-5306 Fax: 206/622-0354

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1 judgment.

## 2 II. ORDER AND JUDGMENT

3 Plaintiff's motion for an order of default and default judgment against the  
4 above named defendants came on for hearing on this date before the undersigned  
5 judge/court commissioner of this court. The court, having found that: (1) the  
6 defendants were duly served with a summons and complaint and have failed to  
7 appear, answer, or otherwise defend within the time provided by law; (2) finds that  
8 the venue is proper; and (3) the defendants are justly indebted to the plaintiff, as  
9 evidenced by the proof presented herewith, now, therefore, it is hereby

10 ORDERED, ADJUDGED and DECREED that the defendants are in default.

11 It is further

12 ORDERED, ADJUDGED and DECREED that plaintiff have and is hereby  
13 granted judgment against defendants, MARCIA E BRASHER and JOHN DOE  
14 BRASHER and their marital community, jointly and severally, in the principal  
15 amount of \$6,474.83, plus interest of \$858.15, court costs and disbursements  
16 totaling \$150.00, and reasonable attorneys' fees of \$750.00, for a total judgment



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720 Olive Way, Suite 1301  
Seattle, Washington 98101  
206/622-5306 Fax: 206/622-0354

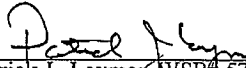
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1 of \$8,232.98. Postjudgment interest shall accrue on the judgment total at the rate of  
2 at 19.99% per annum.

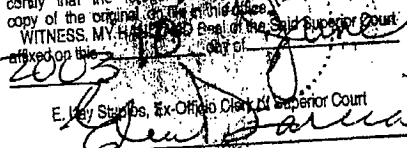
3 DONE IN OPEN COURT this 9<sup>th</sup> day of June, 2003.

4   
5 JUDGE/COURT COMMISSIONER

6 Presented by:  
7 BISHOP, LYNCH & WHITE, P.S.

8   
9 Patrick J. Layman WSB# 5707  
10 Krista L. White WSB# 8612  
11 Attorney's for Plaintiff

12  
13  
14  
15  2003-035726  
16 Pg: 4 of 4  
17 BISHOP LYNCH & WHITE JUDGMT 22.00 07/30/2003 09:24A Benton County

18  
19  
20 I, E. KAY STAPLES, Benton County Clerk do hereby  
21 certify that the foregoing copy is a true and correct  
22 copy of the original on file in this office.  
23 WITNESS, MY HAND AND SEAL OF THE SAID Superior Court  
24 affixed on this 9<sup>th</sup> day of June  
25   
26 E. Kay Staples, Ex-Officio Clerk of Superior Court  
Deputy

BISHOP, LYNCH & WHITE, P.S.  
720 Olive Way, Suite 1301  
Seattle, Washington 98101  
206/622-5306 Fax: 206/622-0354

FILED  
BENTON COUNTY CLERK

2004 MAY 10 1 P 3 44

E. KAY STAPLES

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR BENTON COUNTY

PROVIDIAN BANK

Plaintiff,

vs.

MARCIA E BRASHER and JOHN DOE  
BRASHER, wife and husband ,

Defendants.

No. 03-2-01179-4

ASSIGNMENT OF  
JUDGMENT

JUDGMENT DOCKET

NO. 03-2-01179-4

THIS INDENTURE, 28 day of April, 2004, made between  
PROVIDIAN BANK , (the "Assignor"), and Sherman Acquisition L.P. (The  
"Assignee").

WHEREAS, on June 9, 2003 judgment was entered in the above reference  
Court, in favor of PROVIDIAN BANK , and against MARCIA E BRASHER and  
JOHN DOE BRASHER, wife and husband , in the sum of \$8,232.98 which  
Judgment was duly entered in the office of the Clerk of the County of Benton.

AND WHEREAS, the Assignee is now the owner of said judgment,

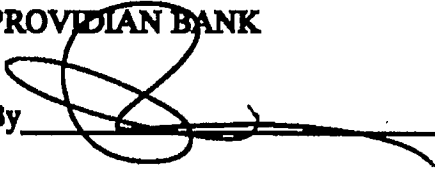
NOW THEREFORE WITNESSETH, that the Assignor, for consideration  
received and duly paid and other good and valuable consideration, has sold,  
assigned and transferred and by these presents hereby sells, assigns and transfers to  
the Assignee, the said judgment and all monies that may be had or obtained by  
means thereof, or upon any proceedings to be had thereupon. The Assignee has the  
right to take all lawful proceedings for the recovery of the money due or to become

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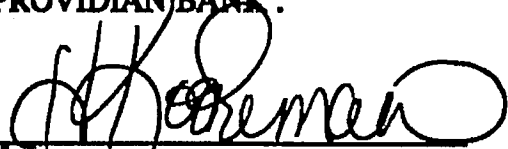
due on said judgment; and upon payment, to acknowledge satisfaction or discharge the same. The Assignor hereby covenants that there is now due on the judgment the sum of \$9,908.73, including interest and that the Assignor will not collect or receive the same or any part thereof nor release or discharge said judgment, but will allow all lawful proceedings therein to be taken by the Assignee.

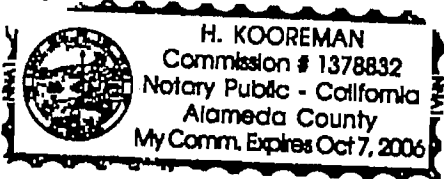
IN WITNESS WHEREOF, this assignment has been duly executed by the Assignor the day and year first above written.

PROVIDIAN BANK  
By 

State of California )  
County of Alameda ) ss:

On this 8 day of April, 2004, who, being duly sworn, did depose and say that he/she is a authorized representative of the assignor and is authorized to execute this assignment on behalf of PROVIDIAN BANK.

  
Name: \_\_\_\_\_  
Notary Public in and for the State of California, residing in the city of Placerville  
My Commission expires: 10/7/06



Bishop, White, Micrassa & Marshall, P.S.  
720 Olive Way, Suite 1301  
Seattle, Washington 98101  
206/622-5306 Fax: 206/622-0354





Return Address

American Surety Company  
P.O. Box 68932  
Indianapolis, IN 46268

### Deed of Trust

THIS DEED OF TRUST, made this 29<sup>th</sup> day of January, 20 11, between  
STACY BRASHER, GRANTOR,  
ABLE BAIL BONDS, INC., TRUSTEE,  
whose address is 3180 W. CLEARWATER, SUITE M, KENNEWICK, WA. 99336  
and AMERICAN SURETY COMPANY, of Indianapolis, Indiana, an Indiana Corporation, BENEFICIARY,  
whose address is P.O. Box 68932, Indianapolis, Indiana 46268.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following  
described real property in Benton County, Washington:

BARBARA JEAN ADDITION: BLOCK 2, LOT 9. SUBJECT TO EASEMENTS &  
RESTRICTIONS OF RECORD. COMMONLY KNOWN AS 906 W. 26<sup>th</sup> AVE.  
KENNEWICK WA.  
PARCEL # 112 893 140 002 009

Which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and  
appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing payment to the said Beneficiary, of the monies due to and of all losses, damages, expenditures and  
liability suffered, sustained, made or incurred by the American Surety Company, hereinafter called the Surety or Beneficiary (and as more fully  
set forth and described in a certain indemnity agreement, which agreement is made a part hereof by reference as though fully set forth) on account  
of, growing out of, or resulting from the execution of a certain bond numbered 121185 on behalf of Dwight Norwood in the matter  
of State vs. Norwood,

AND FOR WHICH AMOUNTS and the matters set forth in the said indemnity agreement, the presents are security.  
To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair, to permit no waste thereof; to complete any building, structure or improvement being built  
or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to  
comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or  
encumbrances impairing the security of this Deed of Trust
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an  
amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the  
Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected  
under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such  
application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all  
rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all  
costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit  
brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made for the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) to the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of the Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrance for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

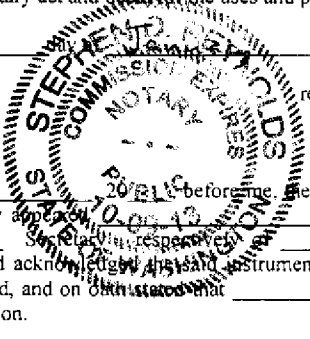
8. This Deed of Trust applies to, insures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Stacy Brasher

STATE OF WASHINGTON  
COUNTY OF Beaton

On this day personally appeared before me Stacy Brasher 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 her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of February, 20 11  
Stephen D. Reynolds  
Notary Public in and for the State of Washington,



residing at Kennecook, WA

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of the \_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged by said instrument to be free the and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on this \_\_\_\_\_ day of \_\_\_\_\_ that \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.  
\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_



Return Address:

DANIEL N. GORDON, P.C.  
P.O. Box 22338  
Eugene, OR 97402

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

**1. Motion and Declaration for Default Judgment and Judgment**

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** (Last name, first name, initials)

1. Brasher, Stacy D.
- 2.

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. Stone Creek Financial, Inc.
- 2.

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)  
BARBARA JEAN ADDITION: BLOCK 2, LOT 9. SUBJECT TO EASEMENTS AND  
RESTRICTIONS OF  
RECORD

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number** 9 Assessor Tax # not yet assigned  
112893140002009

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

FILED

APR 04 2011



BENTON COUNTY  
DISTRICT COURT

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON  
FOR BENTON COUNTY

STONE CREEK FINANCIAL, INC.,

Plaintiff,

Case No. 130527

vs.

MOTION AND DECLARATION FOR  
DEFAULT JUDGMENT AND JUDGMENT

STACY D. BRASHER aka STACY BRASHER,

Defendant(s).

Plaintiff moves for the entry of a default judgment against the defendant(s). The basis for venue in the action is the fact that in accordance with the affidavit of service, the defendant(s) reside(s) or are employed within the jurisdictional district of the above-entitled court at 906 W. 26th Ave., Kennewick Wa 99337-4257.

DANIEL N. GORDON, P.C.

Matthew R. Aylworth, WSBA #37892  
 Lindsay K. Wostmann, WSBA #41556  
Of Attorneys for Plaintiff

Declaration

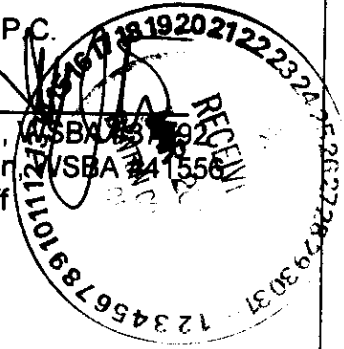
1. The case was filed on January 12, 2011.
  2. The defendant(s) were served on February 24, 2011.
  3. More than 20 days have elapsed since the defendant(s) were served and that the defendant(s) have not appeared and have not filed or served any pleading.
  4. That all documents establishing the plaintiff's judgment are on file herein.
- I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: March 18, 2011

DANIEL N. GORDON, P.C.

Matthew R. Aylworth, WSBA #37892  
 Lindsay K. Wostmann, WSBA #41556  
Of Attorneys for Plaintiff

CERTIFIED TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL  
ON FILE IN BENTON COUNTY DISTRICT  
COURT, KENNEWICK, WASHINGTON



ORIGINAL

DANIEL N. GORDON, P.C.  
Attorneys and Counselors at Law  
4023 W 1<sup>st</sup> Ave / P.O. Box 22338  
Eugene, OR 97402  
Phone: (541) 342-2276 Fax: (541) 343-8059 Email: info@dngordonpc.com

**Judgment Summary**

**NAME OF JUDGMENT CREDITOR**

Stone Creek Financial, Inc.  
c/o Daniel N. Gordon, P.C.  
4023 W 1<sup>st</sup> Ave  
P.O. Box 22338  
Eugene, OR 97402

**NAME OF JUDGMENT CREDITOR'S ATTORNEY**

Matthew R. Aylworth  
4023 W 1<sup>st</sup> Ave  
P.O. Box 22338  
Eugene, OR 97402

**NAME OF JUDGMENT DEBTOR(S)**

Stacy D. Brasher  
906 W. 26th Ave.  
Kennewick Wa 99337-4257  
Telephone: Not Known  
DOB: Not Known  
SS#: \*\*\*-\*\*-4536  
Driver's License State of Issuance and Number : Not Known  
Defendant's Attorney: Not Known

11	Filing Fee:	\$73.00	Principal:	\$717.41
12	Service Fee:	\$65.00	Accrued Interest:	\$259.22
13			from 12/31/2007 to	
14			10/08/2010	
15	Stat/Reas. Atty Fee:	\$250.00	Interest from 10/08/2010	\$37.73
			to 03/17/2011	
			Total Principal & Interest:	\$1,014.36
16	Collection Cost:	\$0.00		
17	Handling Fee:	\$0.00	TOTAL JUDGMENT:	\$1,402.36
18	Damages:	\$0.00		
19	Other:	\$0.00		
20	TOTAL COSTS:	\$388.00		

**Order and Judgment**

THIS MATTER having come on regularly before the undersigned Judge of the above-entitled court upon the plaintiff's motion and declaration for default and judgment against above-named defendant(s), being duly advised in the premises, NOW, THEREFORE, it is hereby

IT IS ORDERED that the defendant(s) Stacy D. Brasher is found to be in default, with a principal balance of \$717.41, accrued interest in the amount of \$259.22 plus interest at the statutory rate of 12% per annum from October 8, 2010 until paid, costs and attorney fees in the amount of \$388.00, plus interest at the statutory rate of 12% per annum from date of this judgment until paid. Defendant(s) are in default for a total of \$1,402.36.

////

CERTIFIED TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL  
ON FILE IN BENTON COUNTY DISTRICT  
COURT - KENNEWICK, WASHINGTON

*[Signature]*

DANIEL N. GORDON, P.C.  
Attorneys and Counselors at Law  
4023 W 1<sup>st</sup> Ave / P.O. Box 22338  
Eugene, OR 97402

Phone: (541) 342-2276 Fax: (541) 343-8059 Email: info@dngordonpc.com

1  
2 IT IS FURTHER ORDERED that Plaintiff and its attorneys are authorized to contact the  
3 Defendant(s) and third persons and entities for the purpose of collecting this judgment and may  
4 reveal the existence of Defendant's debt to such third persons during such contacts.

5 DATED: 4/4/11

6   
7 \_\_\_\_\_  
8 Judge/Commissioner

9 Presented by:  
10 DANIEL N. GORDON, P.C.

11   
12  Matthew R. Aylworth, WSBA #37892  
13  Lindsay K. Wostmann, WSBA #41556  
14 Of Attorneys for Plaintiff

"Unofficial Copy"

15 DANIEL N. GORDON, P.C.  
16 Attorneys and Counselors at Law  
17 4023 W 1<sup>st</sup> Ave / P.O. Box 22338  
18 Eugene, OR 97402

19 Phone: (541) 342-2276 Fax: (541) 343-8059 Email: info@dngordonpc.com

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