



# Fidelity National Title

COMPANY OF WASHINGTON, INC.

9619 Levin Rd NW  
Silverdale, WA 98383  
Phone: (360)692-4556 / Fax: (360)698-2356

Hope Beyl  
Kitsap County Treasurer  
614 Division Street, MS-32  
Port Orchard, WA 98366

**Date:** May 15, 2014  
**Ref. No.:** 042202-2-020-2006  
**Order No.:** 611077989-DS  
**Borrower(s):** Ralph N Hamilton

Enclosed is your Guarantee in connection with the above referenced transaction.

Please call us immediately if you have any questions or concerns.

Sincerely,

Dick Soderstrom  
Senior Title Officer  
kitsaptitleorders@fnf.com

# LIMITED LIABILITY

Issued By:



**Fidelity National Title**  
Insurance Company

Guarantee Number:

**611077989/042202-2-020-  
2006**

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, and subject to the further exclusion and limitation that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

## GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Fidelity National Title Company of Washington**  
9619 Levin Rd NW  
Silverdale, WA 98383

Countersigned By:

A handwritten signature in black ink, appearing to read "John F. [unclear]".

Authorized Officer or Agent



**Fidelity National Title Insurance Company**

By:

A handwritten signature in black ink, appearing to read "John M. [unclear]".

President

Attest:

A handwritten signature in black ink, appearing to read "L. [unclear]".

Secretary

## ISSUING OFFICE:

Title Officer: Dick Soderstrom  
Fidelity National Title Company of Washington  
9619 Levin Rd NW  
Silverdale, WA 98383  
Phone: (360)337-4002 Fax: (360)698-7509  
Main Phone: (360)692-4556  
Email: kitsaptitleorders@fnf.com

## SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$169.00	\$14.70

1. Name of Assured: Kitsap County Treasurer
2. Date of Guarantee: May 8, 2014 at 08:00AM
3. The assurances referred to on the face page hereof are:
  - a. That according to those public records which, under the recording laws, impart constructive notice of matters affecting title to the following described land:  
  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
  - b. Title to the estate or interest in the land described above is vested in **The Heirs and Devisees of Ralph N. Hamilton, deceased**
  - c. The estate or interest in the land described above is:  
  
Fee Simple
  - d. There are no taxes or assessments, mortgage or deeds of trust, real estate contracts, judgment liens, state or federal tax liens, or other monetary encumbrances which purport to affect title to the land, other than those shown below as exceptions.

Exceptions:

**SCHEDULE A**  
(continued)

1. Year: 2014  
General and Special Taxes: Billed: \$632.64  
Paid: \$0.00  
Unpaid: \$632.64
- Year: 2013  
General and Special Taxes: Billed: \$604.44  
Paid: \$0.00  
Unpaid: \$604.44
- Year: 2012  
General and Special Taxes: Billed: \$701.60  
Paid: \$0.00  
Unpaid: \$701.60
- Year: 2011  
General and Special Taxes: Billed: \$671.80  
Paid: \$0.00  
Unpaid: \$671.80
2. Certificate of Delinquency issued May 8, 2014 to Kitsap County for The Foreclosure of Liens for Delinquent Real Property Taxes, Interest and Fees for the year 2011 and some prior years pending in Kitsap County Superior Courts Cause No. 14-2-00875-1.
3. Subject to all easements, restrictions and covenants, if any, recorded against the property herein described prior to January 1, 2011.
4. Pending probate proceedings in the estate of
- Name of decedent: Ralph Neil Hamilton  
Date of death: August 12, 1999  
County: Kitsap  
Court: Superior  
Case No.: 99-4-00606-1  
Personal Representative(s): Lisa Swan  
Attorney for the Estate: None

The personal representative(s) has been granted non-intervention powers to sell, convey or mortgage the Land.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 042202-2-020-2006**

---

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 4, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 330 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;  
THENCE NORTH 552 FEET, MORE OR LESS, TO THE CENTER OF OLALLA-LONG LAKE ROAD;  
THENCE ALONG THE CENTER OF SAID ROAD IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 179 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 165 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE HEREIN DESCRIBED TRACT;  
THENCE SOUTH ALONG SAID PARALLEL LINE 182.33 FEET, MORE OR LESS, TO A POINT 165 FEET EAST OF THE POINT OF BEGINNING;  
THENCE WEST TO THE POINT OF BEGINNING;  
EXCEPT THAT PORTION CONVEYED TO KITSAP COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 303647;

SITUATE IN THE COUNTY OF KITSAP, STATE OF WASHINGTON.

**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 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) the "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 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, 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.

(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 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.



(continued)

- (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 Land Title 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 One Million And No/100 Dollars (\$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 One Million And No/100 Dollars (\$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.

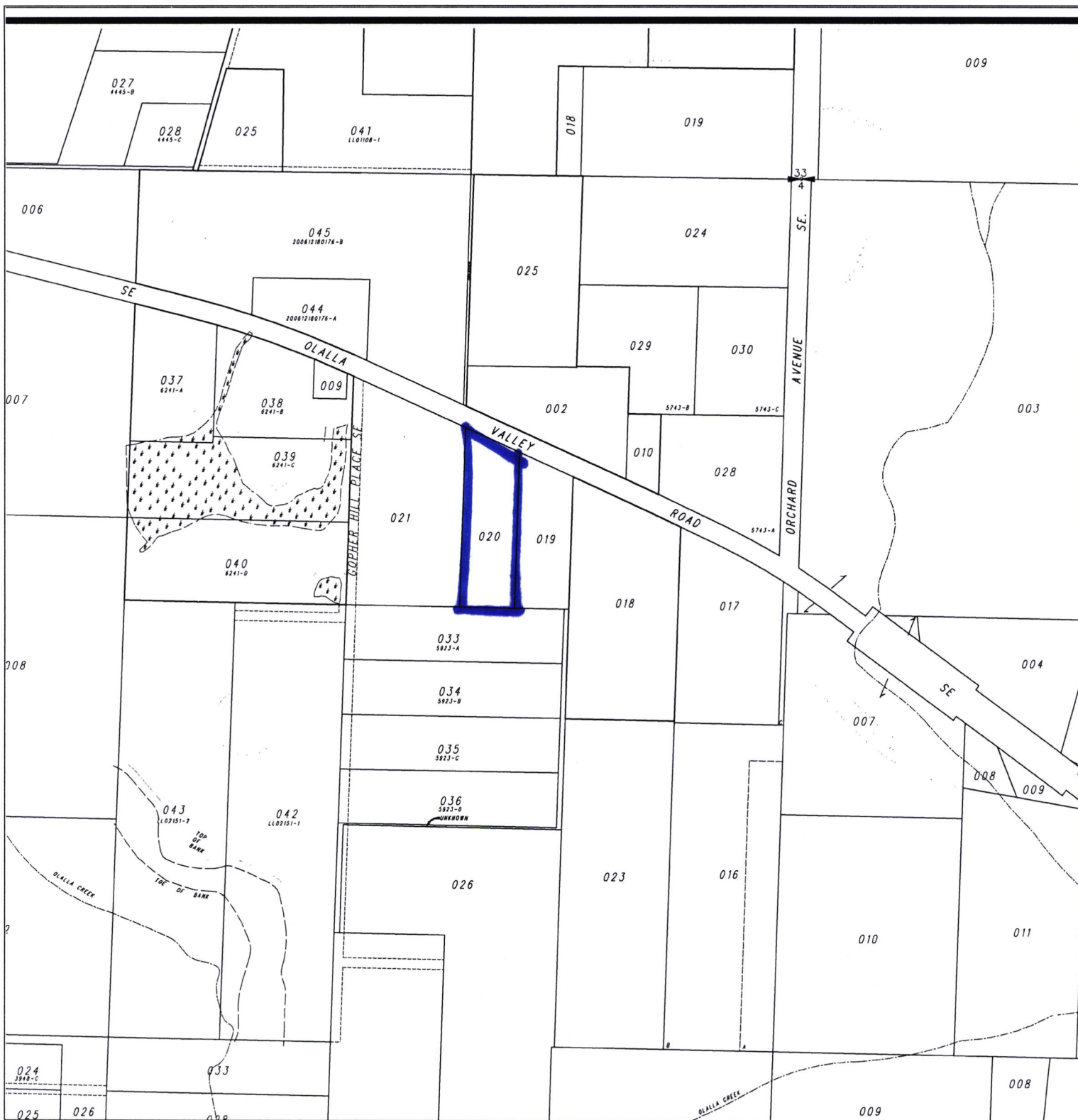
**14. NOTICES, WHERE SENT**

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:

Fidelity National Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Administration

**END OF CONDITIONS AND STIPULATIONS**





Parcel # : 0422 022 020 2006



**Fidelity National Title**  
Insurance Company

9619 Levin Road NW, Silverdale, WA 98383  
Phone: 360.692.4556 Seattle: 206.622.2072  
Fax: 360.698.4616



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. For further information, reference should be made to an accurate survey.

8308050070

47

4-22-28

FILED FOR RECORD

1 Filed for Record at Request of:  
2 Ralph N. Hamilton

AUG 5 1983 AM 8.00

3 When recorded return to:  
4 HALL & KINTNER, P.S.  
5 645 4th Street, Suite 201  
6 Bremerton, Washington 98310

SHERILL HUFF  
KITSAP COUNTY AUDITOR  
DEPUTY



STATUTORY WARRANTY DEED

7 THE GRANTORS Jeanne R. Sequine, Diane L. Lewis, Larry  
8 B. Hamilton and Dale G. Hamilton, as their sole and separate prop-  
9 erty, for and in consideration of Ten Dollars and other valuable  
10 consideration, in hand paid, conveys and warrants to Ralph N.  
11 Hamilton, a single man, the following described real estate,  
12 situated in the County of Kitsap, State of Washington:

13 That portion of the Northeast quarter of the  
14 Northwest quarter, Section 4, Township 22  
15 North, Range 2 East, W.M., lying South of  
16 Olalla Valley Road, EXCEPT the East 660 feet,  
17 as measured along the South line. Kitsap  
18 County, Washington.

19 This deed is given in fulfillment of that certain real estate  
20 contract between the parties hereto, dated August 21, 1978, and  
21 conditioned for the conveyance of the above described property,  
22 and the covenants of warranty herein contained shall not apply to  
23 any title, interest or encumbrance arising by, through or under  
24 the purchaser in said contract, and shall not apply to any taxes,  
25 assessments or other charges levied, assessed or becoming due  
26 subsequent to the date of said contract.

27 Real Estate Excise Tax was paid on this sale or stamped exempt on  
28 October 24, 1978, Receipt Number 8325 .

29 DATED this 30<sup>th</sup> day of June, 1983.

30 Jeanne R. Sequine  
31 Jeanne R. Sequine

32 Diane L. Lewis  
Diane L. Lewis

33 Larry B. Hamilton  
34 Larry B. Hamilton

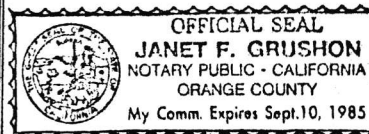
35 Dale G. Hamilton  
Dale G. Hamilton

36 STATE OF CALIFORNIA }  
37 COUNTY OF ORANGE } 5

38 On this day personally appeared before me Jeanne R.  
39 Sequine, as her sole and separate property, to me known or proved  
40 by proper identification, to be the individual described in and  
41 who executed the within and foregoing instrument, and  
42 acknowledged that she signed the same as her free and voluntary  
43 act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20<sup>th</sup> day of

1 June, 1983.



*Janet F. Grushon*  
NOTARY PUBLIC in and for the  
State of California, residing  
at *FOUNTAIN VALLEY, CALIF.*  
Commission expires *SEPT. 10, 1985*

7 STATE OF WASHINGTON )  
8 COUNTY OF WHATCOM } §

9 On this day personally appeared before me Diane L.  
10 Lewis , as her sole and separate property, to me known or proved  
11 by proper identification, to be the individual described in and  
12 who executed the within and foregoing instrument, and  
13 acknowledged that she signed the same as her free and voluntary  
14 act and deed, for the uses and purposes therein mentioned.

15 GIVEN under my hand and official seal this 9th day of  
16 June, 1983.

17

18

19

20

21

22

23

24

25

26

27

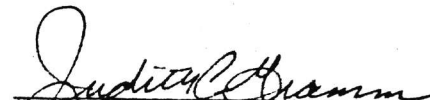
28

29

30

31

32



NOTARY PUBLIC in and for the  
State of Washington, residing  
at *Ferndale, WA*  
Commission expires *May 11, 1987*

18 STATE OF WASHINGTON )  
19 COUNTY OF PIERCE } §

20 On this day personally appeared before me Larry B.  
21 Hamilton, as his sole and separate property, to me known or  
22 proved by proper identification, to be the individual described  
23 in and who executed the within and foregoing instrument, and  
24 acknowledged that he signed the same as his free and voluntary  
25 act and deed, for the uses and purposes therein mentioned.

26 GIVEN under my hand and official seal this 30th day of  
27 June, 1983.

28 NO. 5168  
29 KITSAP COUNTY  
30 TRANSACTION EXCISE TAX

31 PAID AUG 04 1983

32 AMOUNT None  
COUNTY TREASURER  
BY *[Signature]*

*James P. Kintner*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at *Bremerton*  
Commission expires *2-1-84*

STATE OF WASHINGTON )  
COUNTY OF WHATCOM } §

On this day personally appeared before me Dale G.

FILED  
KITSAP COUNTY CLERK

MAY 12 3 14 PM '00

BY DEAN C. LOGAN  
DEPUTY

1  
2  
3 SUPERIOR COURT OF THE STATE OF WASHINGTON  
4 IN THE MATTER OF THE ESTATE )  
5 OF ) NO. 99 4 00606 1  
6 RALPH NEIL HAMILTON ) ORDER OF SOLVENCY  
7 Deceased. )  
8

9 LISA SWAN, the Petitioner of this estate filed with the Court  
10 a Petition for an Order of Solvency. Based upon the Petition, the  
11 Court finds as follows:

- 12 1. The decedent died intestate on August 12, 1999, a resident of  
13 Kitsap County, Washington at the time of his death, leaving  
14 property in this state subject to probate.  
15 2. The decedent was a single man at the time of his death and was  
16 survived by two (2) daughters.  
17 3. The Petitioner is one of the surviving daughters of the  
18 decedent.  
19 3. The assets of the estate exceed its liabilities.  
20 4. The estate is fully solvent.  
21 5. Notice of the hearing on the Petition for Order of Solvency has  
22 been waived and consent to the entry of an Order of Solvency has  
23 been given in writing as required by RCW 11.68.040 to those persons  
24 entitled thereto.  
25

ORDER OF SOLVENCY  
Page 1

KATHLEEN SCHULTZ  
ATTORNEY AT LAW  
104 TREMONT STREET, SUITE 250  
PORT ORCHARD, WA 98366  
(360) 876-4800  
FAX (360) 895-1445


ORIGINAL

1 Now, therefore, it is hereby

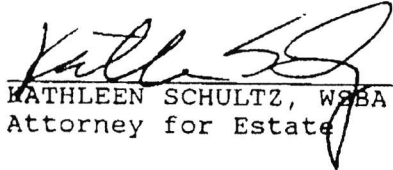
2 ORDERED AND DECREED as follows:

3 (1) That this estate is declared to be fully solvent and  
4 further administration thereof shall be in accordance with the laws  
5 of this state without any further intervention of any court, and  
6 LISA SWAN, personal representative of the estate, is hereby  
7 authorized without further order of this Court to transfer, to  
8 register and to convey and/or distribute any and all stocks and  
9 bonds standing in the name of the decedent, and from and after the  
10 date of this Order, the Personal Representative shall have the  
11 power to transfer any and all of the real and personal property of  
12 the above-named decedent without further order of this Court.  
13 This Order is entered pursuant to RCW Chapter 11.68.  
14

15 DONE IN OPEN COURT this 10 day of May, 2000.

16  
17  
18   
JUDGE/COURT COMMISSIONER

19 PRESENTED BY:

20  
21   
22 KATHLEEN SCHULTZ, WABA #21329  
Attorney for Estate  
23  
24  
25

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

IN RE THE ESTATE OF ) NO. 99 4 00606 1  
RALPH NEIL HAMILTON, )  
Deceased. ) INVENTORY AND OATH


STATE OF WASHINGTON )  
COUNTY OF KITSAP ) ss.

Lisa Swan, Personal Representative of the above-entitled Decedent, upon oath states that the following is a true inventory of all of the property of the estate which has come to his possession or knowledge, including a statement of all encumbrances, liens or other secured charges against any item thereto, showing the fair net value of each item after deduction of encumbrance, lien or other secured charge as aforesaid.



LISA SWAN  
Personal Representative

SUBSCRIBED AND SWORN to before me this 15 day of August, 2008.

  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at P.O. Box 1211  
My commission expires: 5/26/09

INVENTORY AND OATH

KATHLEEN SCHULTZ  
ATTORNEY AT LAW  
104 TREMONT STREET, SUITE 210  
PORT ORCHARD, WA 98366  
(360) 876-4800  
FAX (360) 895-1445

SCHEDULE OF ASSETS

I. REAL PROPERTY

VALUE

13052 Olalla Valley Rd., Olalla, Kitsap  
County, Washington, legally described as  
follows:

SEC 04 TWP 22 RGE 2E  
PT OF NE1/4 NW1/4 & OF SE1/4 NW1/4 BEG  
660FT W OF SE COR OF NW1/4 W 330FT N TO  
CO RD SELY ALG CO RD TO PT N OF BEG S TO  
BEG EX S 5 A TO SEG PER VOL 968/363 EX 3  
A IN NW1/4 SW1/4 NW1/4 AS PER AUD  
NO.987198 EX W 165FT PER AUD NO.984873

Kitsap County Tax Parcel No. 042202-2-019-2009

Value:

Land	\$20,400	\$ 1,668.00
Imp.	<u>\$30,030</u>	
	\$50,430	
Debt Owed	<u>\$38,962*</u>	
Debt Owed	<u>\$ 9,800**</u>	
	\$ 1,668	

\*Bank of America/Home Equity Loan

\*\*Owing on the parcels.

SEC 04 TWP 22 RGE 2E  
LOT A SHORT PLAT NO. 5923 RECORDED UNDER  
AUDITOR'S FILE NO. 9209090324 AND  
9209090325 DESCRIBED AS FOLLOWS: THE  
NORTH 165 FEET OF THE WEST 660 FEET AS  
MEASURED ALONG THE WEST LINE AND NORTH  
LINES OF THE SOUTHEAST QUARTER OF THE  
MORE ON FILE

Kitsap County Tax Parcel No. 042202-2-033-2001

Value:

Undeveloped Land	\$30,000	\$ 30,000.00
------------------	----------	--------------



SEC 04 TWP 22 RGE 2E  
LOT B SHORT PLAT NO. 5923 RECORDED UNDER  
AUDITOR'S FILE NO. 9209090324 AND  
9209090325 DESCRIBED AS FOLLOWS: THE  
SOUTH 165 FEET OF THE NORTH 330 FEET OF  
THE WEST 660 FEET AS MEASURED ALONG THE  
WEST AND NORTH LINE OF THE SOUTHEAST  
MORE ON FILE

Kitsap County Tax Parcel No. 042202-2-034-2000

Value:

Undeveloped Land	\$30,000	\$30,000.00
------------------	----------	-------------

SEC 04 TWP 22 RGE 2E  
LOT C SHORT PLAT NO. 5923 RECORDED UNDER  
AUDITOR'S FILE NO. 9209090324 AND  
9209090325 DESCRIBED AS FOLLOWS: THE  
SOUTH 165 FEET OF THE NORTH 495 FEET OF  
THE WEST 660 FEET AS MEASURED ALONG THE  
WEST AND NORTH LINES OF THE SOUTHEAST  
MORE ON FILE

Kitsap County Tax Parcel No. 042202-2-035-2009

Value:

Undeveloped Land	\$30,000	\$30,000.00
------------------	----------	-------------

SEC 04 TWP 22 RGE 2E  
LOT D SHORT PLAT NO. 5923 RECORDED UNDER  
AUDITOR'S FILE NO. 9209090324 AND  
9209090325 DESCRIBED AS FOLLOWS: THE  
SOUTH 165 FEET OF THE NORTH 660 FEET OF  
THE WEST 660 FEET AS MEASURED ALONG THE  
WEST AND NORTH LINES OF THE SOUTHEAST  
MORE ON FILE

Kitsap County Tax Parcel No. 042202-2-036-2008

Value:

Undeveloped Land	\$30,000	\$30,000.00
------------------	----------	-------------

---

SEC 04 TWP 22 RGE 2E  
THAT PT OF NE1/4 NW1/4 SEC 4 DAF BAAP  
330FT E OF SW COR OF SD NE1/4 NW1/4 TH N  
552FT M/L TO CTR OF OLALLA LONG LAKE RD  
TH ALG CTR OF SD RD IN A SELY DIR A DIST  
OF 179FT M/L TO A PT ON A LN THAT IS  
165FT E OF & PLW W LN OF THE BRIN DESC  
MORE ON FILE

Kitsap County Tax Parcel No. 042202-2-020-2006

Value:

Undeveloped Land	\$17,850	\$17,850.00
------------------	----------	-------------

SEC 04 TWP 22 RGE 2E  
PT OF NE1/4 NW1/4 & OF SE1/4 NW1/4 BEG  
990FT W OF SE COR OF NW1/4 W 330FT N  
2012FT M/L TO CTR OF CO RD SELY ALG SD  
RD ABOUT 358FT TO NW COR OF FINHOLM TR S  
TO BEG EXC S 5 AC TO SEG PER VOL 968/363  
EXC 5 AC IN NW1/4 SE1/4 NW1/4 AS PER  
AUDNO.987198

Kitsap County Tax Parcel No. 042202-2-021-2005

Value:

Undeveloped Land	\$29,730	\$29,730.00
------------------	----------	-------------

SEC 04 TWP 22 RGE 2E  
THAT PORTION OF THE SOUTHEAST QUARTER OF  
THE NORTHWEST QUARTER, DESCRIBED AS  
FOLLOWS: BEGINNING 660 FEET WEST OF THE  
SOUTHEAST CORNER OF SAID SOUTHEAST  
QUARTER OF THE NORTHWEST QUARTER; THENCE  
WEST 660 FEET; THENCE NORTH 660 FEET;  
MORE ON FILE

Kitsap County Tax Parcel No. 042202-2-026-2000

Value:

Undeveloped Land	\$106,380	\$106,380.00
------------------	-----------	--------------

Keyport Parcel, no common address, legally described as follows:

SEC 01 TWP 25 RGE 1E  
PT OF GOV L 2 DESC AS FOLS BEG AT SE COR  
OF SD L 2 TH W ALG S LN TF 60.50 RODS TH  
N 82-1/2FT TH E TO ML TH FOLG SD ML IN A  
SELY DIR TO POB TOW TH PTN QUIET TITLED  
UNDER AUD NO 8511270091 SUBJ TO & TOW AN  
ESMT OVER & ACROSS THE EXISTING 60FT  
PRIVATE ROAD WAY

Kitsap County Tax Parcel No. 012501-2-001-2000

Value:		
Undeveloped Land	\$62,320	\$62,320.00

II. MONEY, BANK ACCOUNTS, ETC

Certificates of Deposit

(1) Bank of America	\$40,000.00	
#20899503		\$40,000.00

Savings Accounts

(1) Bank of America	\$3,003.96	
#63226385		\$ 3,003.96

Checking Account

(1) Kitsap Federal Credit Union	\$10,192.00	
#203347		\$10,192.00

III. PERSONAL EFFECTS AND FURNITURE

Estimated Fair Market Value of Hamilton  
personal property located at 13052 Olalla  
Valley Road, Olalla, Washington:

See attached inventory from Stokes Auction		\$17,965.00
-----------------------------------------------	--	-------------

Grand Total		\$409,108.96
-------------	--	--------------



"For Two Generations"

# STOKES AUCTION, INC.

8398 Spring Creek Rd. S.E.  
Port Orchard, WA 98367  
(360) 876-0238

## Auctioneers:

Larry Stokes, President  
Paul Brittain, Vice President  
Brady Hammrich  
Brian Orwiler  
Jake Sanford

December 7, 1999

Estimated fair market value of the personal property in the Estate of Raymond Hamilton, located at 13052 Olalla Valley Road, Olalla, Washington.

Datsun B210, license # TEE 463	\$ 15.00
Datsun B210, license # 726 CCK	15.00
1969 Chev Truck	150.00
16' Fiberform fiberglass boat w/ 50 Johnson motor and trailer	450.00
1969 ZLI Stingray Corvette	5,500.00
Tiderunner boat w/ 85 Johnson, 18 HP Johnson and EZ Loader trailer	700.00
1976 Datsun B210, no license, no odometer, scrap, vin: HLB210757845	15.00
1984 Toyota Corolla SR5, license # 374 ANM, 102,246 miles	475.00
Ford 8N tractor	1,200.00
Komatsu excavator, model PC 20, vin 20415, 6,800 hours	6,500.00
Chev stepside pickup, license #34527, miles 40116	950.00
Battery charger	35.00
Bookshelf	65.00
Sofa	unmarketable
Two chairs	unmarketable
Television	unmarketable
VCR	40.00
Book shelf	30.00
Table and chairs	60.00
Refrigerator	50.00
Microwave	25.00
Futon	30.00
Air compressor	65.00
Shrimp trap	15.00
Bench grinder	35.00
Floor jack	45.00
Jack stands	17.50
Three point post hole digger	75.00
48 inch brush hog	200.00
Treadle sewing machine	85.00
Cooler	25.00
Lot pipe	60.00
Cream can	25.00
Router	35.00

Nail gun	17.50
Router bits	20.00
Saddle	95.00
Mountain bike	65.00
Smoker	30.00
Old farm implements	40.00
Wagon wheel	70.00
Hand truck	25.00
Pots, pans and miscellaneous	65.00
Kerosene lamp	15.00
Three miscellaneous dressers	90.00
Ladder	10.00
Old buffet	135.00
Cowbell	15.00
Small freezer	90.00
Two fishing poles	15.00
Level	10.00
Makita grinder	20.00
Skill saw	15.00
T square	10.00
Lot miscellaneous tools	15.00
Car collection	85.00
Cookie jar	25.00
Lot miscellaneous consisting of trophies, used car parts, distressed houseware clothing, books, magazines, etc	unmarketable

