

Frontier Title & Escrow Company of the Tri-Cities, Inc.

6921 West Grandridge Boulevard Kennewick, Washington 99336 Telephone No. (509) 783-8828 Fax No. (509) 783-6239

Tax Foreclosure Certificate

To:

Benton County Treasurer

5600 West Canal Drive, Suite A

Kennewick, WA 99336

Attention:

Kirsten Yniguez

Liability:

\$7,645.30

Premium:

\$ 165.00

Tax:

\$ 13.70

This certificate is offered solely for the use of the addressee for the purpose of determining necessary parties defendant in an action to foreclose General Property Taxes. The liability of the Company under this Certificate shall be limited to the amount of actual loss sustained by the addressee due to reliance on any incorrect information in the certificate. No liability is assumed by the company for loss or damage that may arise from any other use of this certificate.

Vesting:

Ronald Breeze and Joanne Breeze, husband and wife

Description:

The Northwest quarter of the Northeast quarter of the Northwest quarter, EXCEPT the North 25 feet deeded to Benton County under Auditor's File No. 393815, and the North 25 feet of the Southwest quarter of the Northeast quarter of the Northwest quarter, all in Section 28, Township 9 North, Range 24 East, W.M., records of Benton County, Washington.

Subject to:

- A. Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.
- B. General Property taxes the Company having made no search thereof.
- C. Agreements, if any, which appear in the public record related to future assessments or obligations not yet of record.
- D. Covenants, Conditions and Restrictions affecting title, if any appear in the public record.
- E. Easements prior to January 1, 2003, if any, which appear in the public records or as shown on any recorded plat.
- F. Any reservations of minerals and mineral rights, including leases of said rights appearing in the public records.
- G. Additional Exceptions as shown on Exhibit A.

Date: 6/30/2014 @ 8:00 a.m.

Exceptions:

1. Easement, including the terms and provisions contained in document:

Recorded:

May 28, 1958

Recording No.:

393815

In favor of:

Benton County

For:

Road purposes

Affects:

North 25 feet of the NW ¼ of the NE ¼ of the NW ¼ of Section 28

2. Waiver of claim for damage and consent to locate road as set out in instrument recorded December 2, 1987, under Recording No.: 87-18559:

To:

Benton County

Affects:

Portion of said premises

3. Deed of Trust and Assignment of Rent and Financing Statement (Fixture Filing) and the terms and conditions thereof:

Grantor:

Joanne Breeze and Ronald Breeze

Trustee:

Commonwealth Land Title Insurance Co.

Beneficiary:

Valentine Lender Services, Inc.

Original Amount:

\$101,088.10

Dated:

August 19, 1999

Recorded:

November 12, 1999

Recording No.:

1999-034799

Said instrument is a re-recording of Auditor's File No. 1999-027372.

Said instrument is a re-recording of Auditor's File No. 1999-027425.

4. Judgment:

In Favor of:

Yakima County Credit Service Inc. dba YCCS

Against:

Ronald and Joann Breeze

Amount:

\$382.89, together with interest, costs and attorney fees, if any

Entered:

October 1, 2002

Filed:

October 1, 2002

Judgment No.:

02-9-01896-6 02-2-01802-2

Cause No.:

Atty for Creditor: Robert Stewart Young, III

5. Pending Action in Benton County Superior Court

Plaintiff:

Benton County

Defendant:

Ronald and Joanne Breeze

Cause No.:

14-2-01526-4

Filed:

June 12, 2014

Action to:

Tax foreclosure

Atty for plaintiff:

Reid Hay

6. Delinquent general taxes for the year 2011, 2012, 2013 and 2014.

Amount:

\$1,616.05, \$1,443.40, \$1,394.26 and \$1,349.61, plus interest and penalties

Affects: Said premises

Tax Account No.: 1-2894-200-0002-000

For more information, please call the Benton County Treasurer at #509-735-8505.

7. Delinquent assessment levied by Sunnyside Valley Irrigation District for the years 2011, 2012, 2013 and 2014 in the sum of \$1,120.00, \$1,120.00, \$970.00 and \$1,017.50, respectively, plus interest and penalties.

(For more information, please call #509-837-6980)

Parties to be Notified:

- a. Ronald and Joanne Breeze 157201 W. King Tull Road Prosser, WA 99350
- b. Robert S. Young, III 302 N. 3rd Street, Suite 202 Yakima, WA 98901-2366
- c. Sunnyside Valley Irrigation District 120 S. 11th Street Sunnyside, WA 98944
- d. Valentine Lender Service 15630 S.E. 90th Avenue P.O. Box 2019 Clackamas, OR 97015

Notes:

NOTE A: Common address purported to be:

157201 West King Tull Road Prosser, WA 99350

NOTE B: Abbreviated legal description as follows:

NW4 NE4 NW4 and N25' SW4 NE4 NW4 Section 28-9-24

NOTE C: Manufactured home title elimination application recorded under Benton

County Recording No. 1999-035464, which recites that a manufactured (mobile)

home is, or is being, affixed to said premises.

EXCISE TAX PAID

#6/2AU 25 99 K O U I JU b

BENTON COUNTY MA



1999-027371 Page: 1 of 1 08/25/1999 04:21P

AFTER RECORDING MAIL TO:

MR. & MRS. BREEZE 157201 W. KING TULL RD. PROSSER, WA 99350

BENTON-FRANKLIN TITLE CO.

Escrow No.: 00052673 KLH

Statutory Warranty Deed

8,00 3

THE GRANTOR EDWARD JAMES HORNER and CAROL ANN HORNER, husband and wife for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to RONALD BREEZE and JOANNE BREEZE, husband and wife the following described real estate, situated in the County of Benton, State of Washington:

The Northwest quarter of the Northeast quarter of the Northwest quarter, Except the North 25 feet deeded to Benton County under Auditor's File No. 393815, and the North 25 feet of the Southwest quarter of the Northeast quarter of the Northwest quarter, all in Section 28, Township 9 N., Range 24 East, W.M., records of Benton County, Washington.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any. LIABILITY TO FUTURE ASSESSMENT OR CHARGES BY GRANDVIEW IRRIGATION DISTRICT. Assessor's Property Tax Parcel Account Number(s): 1-2894-200-0002-000

Dated this 18TH day of AUGUST, 1999.

Edward James Holmes

EDWARD JAMES HORNER

CAROL ANN HORNER

STATE OF Toward

} ss

CE HIGAS

NOTARY

PUBLIC

JE OF

I certify that I know or have satisfactory evidence that EDWARD JAMES HORNER and CAROL ANN HORNER are the persons who appeared before me, and said persons acknowledged that THEY signed this instrument and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: AUG 2 0 1999

Notary Public in and for the State of Residing at Laur, du quality

My appointment expires OYCE HIGASHI

Notary Public Fifth Judicial Circuit State of Hawall My Commission Expres August 29, 2001 WHEN RECORDED MAIL TO

VALENTINE LENDER SERVICES, INC. 15636 S.E. 90TH AVENUE, P.O. BOX 2019 CLACKAMAS, OREGON 97015 Attn.: Shipping Dept / Document Contr





BENTON-FRANKLIN TITLE CO

DEED OF TRUST AND ASSIGNMENT OF RENT AND FINANCING STATEMENT (FIXTURE FILING)

TRUSTOR(S) Name(s) and Address(es)

JOANNE BREEZE and RONALD BREEZE, 157201 WEST KING TULL ROAD PROSSER, WASHINGTON 99350

Beneficiary Name and

VALENTINE LENDER SERVICES, INC. 15630 S.E. 90TH AVENUE, P.O. BOX 2019 CLACKAMAS, OREGON 97015

TRUSTEE'S NAME AND ADDRESS

COMMONWEALTH LAND TITLE INSURANCE CO.

3315 WEST CLEARWATER AVENUE, SUITE 100, KENNEWICK, WASHINGTON 99336 LOAN NUMBER

Maximum Amount of Unpaid Loan Indebtedness Exclusive of Interest and other charges secured under this Deed of

CNSTRBREWA05/9 August 19, 1999 Trust ("Principal Balance")

("Borrower"

\$ 101,088,10

Borrower owes Lender the principal sum shown in the Principal Balance box above. This debt is evidenced by Borrower's Property Acquisition and Improvement Loan Agreement dated the same date as this Deed of Trust ("Note"), which provides for monthly payments. This Deed of Trust secures to Lender: (a) the repayment of the debt evidenced by the Note including all advances thereunder, with interest and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 2 or otherwise to protect the security of this Deed of Trust; (c) the performance of Borrower's covenants and agreements under this Deed of Trust and the Note; and (d) the Borrower's indebtedness to Dealer (as defined in the Note) and assigned to Lender, as evidenced by the Manufactured Home Contract (as defined in the Note). For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Real Property located in BENTON County, Washington;

which has the address of

157201 WEST KING TULL ROAD, (Street)

PROSSER

WASHINGTON

99350 (Zin Code) ("Property Address"):

(City)

Abbreviated Legal Description:

Additional Legal Description is on page 8 of document;

Assessor's Tax Parcel ID # 128942000002000

28-9-24

2-293 IA (3/98) Washington Deed of Trust (Construction) wamhetd

1999-034799





together with the improvements (including, without limitation, the manufactured housing unit specifically identified as follows: K M1 y00 71E23 4348A $^{\&}_{
m B}$

KIT

(the "Manufactured Home") and all other present and future buildings, structures, pads, and improvements thereon) now or hereafter erected or installed on the property, and all easements, rights, appurtenances, rents, issues) profits, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures, equipment, accessories, skirting, awnings, floor covering, carpeting, curtains and rods, stoves, refrigerators and built in appliances, now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property." All components of the Property are deemed encumbered as an entity and are declared to be part of the real estate whether or not physically attached to the Real Property.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property. Borrower warrants that the lien created by this Deed of Trust is a valid and enforceable lien subordinate only to easements, liens and restrictions of record as of the date of this Deed of Trust, and that during the entire term of the indebtedness secured by this Deed of Trust Borrower will not permit this lien to become subordinate to anything else. Borrower warrants and will defend the title to the Property against all claims and demands except such easements, liens and restrictions of record as of the date of this Deed of Trust.

The real property conveyed by this Deed of Trust is not used principally for agricultural or farming purposes.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any other charges due under the Note.
- 2. Taxes-Liens-Insurance-Maintenance Borrower will pay, when they are due and payable, all taxes, liens or security titles (legal claims), assessments, obligations, water rates and any other charges against the Property, whether superior or inferior to the lien or security title of this Deed of Trust, including paying Lender any costs, including outside attorney's fees incurred by Lender in defending any lawsuit by prior or later lienholders or security title holders on the Property, maintain hazard insurance on the Property in Lender's favor in a form and amount satisfactory to Lender and maintain and keep the Property in good repair at all times during the term of this Deed of Trust pursuant to paragraph 4 below. If Borrower fails to maintain the Property in good repair, Lender may enter the Property and make those repairs necessary to maintain the Property in good repair. Lender may pay any such tax, lien or security title, assessment, obligation, water rates, premium or other charge necessary to maintain the Property in good repair, or any amount required to purchase such insurance in Lender's own name, if Borrower fails to do so. The amount Lender pays will be due and payable to Lender on demand, will bear an interest charge at the interest rate set forth in the Note secured by this Deed of Trust, will be an additional lien or security title on the Property and may be enforced and collected in the same manner as the other obligations secured by this Deed of Trust. The insurance carrier providing the insurance referred to above will be chosen by Borrower subject to Lender's approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to Lender and must include a

SEE PAGES 1, 3, 4, 5, 6, 7 AND 8 FOR ADDITIONAL IMPORTANT TERMS

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standard mortgagee clause. Lender will have the right to hold the policies and renewals. If Lender requires, Borrower will promptly give to Lender all receipts of paid premiums and renewal notices. In the event of a loss, Borrower will give prompt notice to the insurance carrier and Lender. Lender may file a proof of loss if not made promptly by Borrower. Insurance proceeds will be applied to the restoration or repair of the Property damaged or, at Lender's option, the insurance proceeds will be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within ten (10) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The ten (10)-day period will begin when the notice is given.

- 3. Application of Payments Unless applicable law provides otherwise, payments shall be first applied to any costs and expenses incurred under this Deed of Trust, then to interest then due and then to principal.
- 4. Preservation and Maintenance of Property; Leascholds Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Deed of Trust is on a leasehold, Borrower shall comply with the provisions or the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall not remove the Manufactured Home or demolish any improvements; on the Property without Lender's prior written consent. Borrower shall repair, restore, or construct in a workmanlike manner the Manufactured Home or any other improvements on the Property which are damaged or are being altered or constructed and pay when due all claims for labor performed and materials furnished therefor.
- 5. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
- 6. Inspection Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrowers notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 7. Condemnation The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Deed of Trust, shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

SEE PAGES 1, 2, 4, 5, 6, 7 AND 8 FOR ADDITIONAL IMPORTANT TERMS

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 or change the amount of such payments.

- 8. Borrower Not Released; Forbearance By Lender Not a Waiver Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any waiver of or preclude the exercise of any right or remedy.
- 9. Successors and Assigns Bound; Joint and Several Liability; Co-signers The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns or Lender and Borrower, subject to the provisions of paragraph 13. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Deed of Trust but does not execute the Note: (a) is co-signing this Deed of Trust only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Note without that Borrower's consent.
- 10. Loan Charges If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any charge under the Note.
- 11. Legislation Affecting Lender's Rights If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Deed of Trust unenforceable according to its terms, Lender, at its option may require immediate payment in full of all sums secured by this Deed of Trust and may invoke any remedies permitted by paragraph 17.
- 12. Notices Any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. Borrower requests that copies of any notices of default and sale be sent to Borrower's address which is the Property Address unless otherwise indicated on the front page of this Deed of Trust. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 13. Governing Law; Severability This Deed of Trust shall be governed by Washington and applicable federal law. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be

SEE PAGES 1, 2, 3, 5, 6, 7 AND 8 FOR ADDITIONAL IMPORTANT TERMS

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given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Note are declared to be severable.

- 14. Borrower's Copy Borrower shall be given one conformed copy of the Note and of this Deed of Trust.
- 15. Transfer of the Property or a Beneficial Interest in Borrower If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.
- 16. Borrower's Right to Reinstate Under certain conditions as described in Section 17 and RCW 61.24.09, Borrower may have the right to cure a default.
- 17. Default Upon default by Borrower 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 Deed of Trust and 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) the surplus, if any, shall be distributed to the persons entitled thereto.

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 Borrower has or had the power to convey at the time of Borrower's execution of this Deed of Trust, and such as Borrower may have accepted thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

The powers 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.

- 18. Lender in Possession Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the, rents, issues and profits of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees and then to the sums secured by this Deed of Trust. Lender shall have all rights under RCW Chap. 61.24.
- 19. Reconveyance The Trustee shall reconvey all of any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Borrower and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto. The Trustee or Lender may charge a fee for recordation of a reconveyance to the extent allowed by law. Such person or persons entitled to reconveyance shall pay any recordation costs,

SEE PAGES 1, 2, 3, 4, 6, 7 AND 8 FOR ADDITIONAL IMPORTANT TERMS

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BENTON FRANKLIN TITL MULTI 31.00

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- 20. Substitute Trustee 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 Borrower, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 21. Riders to this Deed or Trust If one or more riders are executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust.
- 22. Waiver of Homestead Borrower hereby waives or releases any homestead of the Property described above, and this Deed of Trust shall be superior to the same.
- 23. Deed of Trust as Security - This Deed of Trust is given to secure prompt payment to Lender of all sums advanced pursuant to the Note, plus finance charges and other charges according to the terms of the Note. The Note provides for advances of funds to the Borrower from time to time pursuant to a line of credit granted by the Lender. This Deed of Trust secures each advance made pursuant to the Note and the security for each advance shall have a priority as of the date of recording of this Deed of Trust. The Deed of Trust also secures any extensions, renewals or modifications of the Note and the payment of any additional or subsequent advances or payments made by the Lender and the performance of all covenants, conditions and agreements contained in this Deed of Trust, and costs and expenses of collection enforcement to the extent not prohibited by law. The Note contains provisions allowing for monthly payment of the loan and this Deed of Trust shall secure all interest amounts accruing pursuant to those provisions. If the Note is terminated and canceled such that the Lender will no longer be obligated to advance funds to the Borrower under the terms of the Note and if the Borrower pays the Note, or causes it to be paid according to its terms, and pays all additional and subsequent advances made by the Lender according to the terms under which such advance is made and makes all other payments and performs all other terms, conditions, covenants and agreements contained in this Deed of Trust and the Note, then this Deed of Trust will become void and the lender will satisfy this Deed of Trust upon the Borrower's request.
- Financing Statement This Deed of Trust shall constitute a Financing Statement filed as a fixture filing and shall perfect any security interest(s) in the above-referenced manufactured housing unit granted or assigned to the Lender hereunder or pursuant to the Note or any other agreement or assignment whatsoever under the Uniform Commercial Code as adopted in the state in which the Property so secured by this Deed of Trust is located, from the date of its recording. The Borrower hereby grants to the Lender and the Lender has and may enforce a security interest in and to the above-referenced manufactured housing unit in addition to the lien hereby imposed upon the same as part of the Property.

SEE PAGES 1, 2, 3, 4, 5, 7 AND 8 FOR ADDITIONAL IMPORTANT TERMS

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Initial(s) X R. D. X J. Page 6 of 8

Original and True Copies of This Deed of Trust - This Deed of Trust may be executed and then multiple copies made thereof as necessary, but only the instrument bearing original signatures shall be deemed the Original. No security interest in the subject real estate may be created other than through possession and recording of the Original.

SEE PAGES 1, 2, 3, 4, 5, 6 AND 8 FOR ADDITIONAL IMPORTANT TERMS

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

| JOANNE BREEZE DOTOWER | Ronald Breeze |
|--|---|
| DOANNE BREEZE. Borrower | RONALD BREEZE -Borrower |
| | |
| | |
| -Borrower Spouse | -Borrower Spouse |
| | |
| STATE OF WASHINGTON | |
| COUNTY OF Parks | |
| | |
| I certify that I know or have satisfactory evidence | e that |
| JOANNE BREEZE and RONALD BREEZE, | |
| the person(s) who appeared before me and said person(sacknowledged it to be their free and voluntary act for the | s) acknowledged that they signed this instrument and uses and purposes mentioned in this instrument |
| and other | |
| Dated: August State | I and I Still - |
| NOTARY E. O. NO | tary Public in and for the State of Washington |
| | siding at stennew, clc |
| My PUBLIC MY | appointment expires; |
| OGWACH | |
| All MAYOUR | |

2-2931H

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Exhibit A (Legal Description)

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THE NORTH 25 FEET DEEDED TO BENTON COUNTY UNDER AUDITOR'S FILE NO. 393815, AND THE NORTH 25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 28, TOWNSHIP 9 N., RANGE 24 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON.

2-2931H

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| BENTON FRANKLIN TITLE COMPANY | |
|-------------------------------|--|
| 3315 W. CLEARWATER | |
| KENNEWICK, WA 99336 | |
| 52673JS | |

| 3315 W. CLEAR | WATER | | | | | |
|--|-------------------|-------------------------------|--|-----------------|--------------------------------------|----------------------|
| KENNEWICK, WA | 99336 | | | | | |
| 52673JS | | | | | | |
| | | | | | | |
| STATE OF WASHING Department of LICENS Anyone who knowle | <u>ing</u> | AP | ACTURED H PLICATION | <u> </u> | TITLE ELIMINA TRANSFER IN | |
| of a felony, and upo | n conviction m | ay be punished | l by a fine, imprisonr | nent, or both | n. (RCW 46.12.210) | · |
| 1 MANUFACTURE | DHOME | | | | | |
| TPO / PLATE NUMBER | 1999 | MAKE | LENGTH/WIDTH(FEET) | | TIFICATION NUMBER (V | (IN) |
| 2 LAND | | | LEGA | | ION ON PAGE | |
| MANUFACTURED H | IOME WILL BE | X AFFIXED | ☐ REMOVED | REAL PROF | 94-200-0002- | M8ER -000 |
| LOT E | LOCK | PLAT NAME | | | | WNSHIP/RANGE |
| 3 GRANTOR(S) RE | CISTEDED/I | GAL OWNERS | S) ADDI | TIONAL NAM | WES ON PAGE | I-24EWM |
| COUNTY NUMBER | Edio I Encorei | | OF REGISTERED OWNERS | | NUMBER OF LEGAL O | OWNERS |
| 03 | | 2 | | | 1 | |
| NAME OF REGISTERED O | WNEA | | | | | |
| RONALD BREEZ | | | | | | |
| JOANNE BREEZ | | | | | | |
| ADDRESS 157201 W. KI | <u> </u> | OAD | CITY PROSSER | | STATE WA | ZIP CODE 99350 |
| NAME OF LEGAL OWNER | | | | | | |
| VALENTINE LE | NDER SERV | ICES, INC. | | | | |
| NAME OF ADDITIONAL LE | GAL OWNER | | | | | |
| ADDRESS | | | CITY | | STATE | ZIP CODE |
| 15 43 0 SE 9 0 | TH AVE P. | O. BOX 20 | | AS | OR | 97015 |
| GRANTEE | | | | | | |
| NAME | | | | | | |
| I DO SOLEMNLY AT | TEST UNDER I | PENALTY OF P | ERJURY THAT I/WI | E AWARE T | HÉ REGISTÉRED | OWNER(S) OF THIS |
| VEHICLE AND THIS | | | | | a la | NAA 1 |
| Signature | of Registered O | wner and Title, If | FAPPLICABLE 💹 | 5 W | | 700 J. |
| Signature of Addition | el Registered O | wner and Title, II | FAPPLICABLEX 1 | ran | ~~ <u>(18</u> | ruzi_ |
| NODARY SEAL ORG | . (C)N. (| | TION/CERTIFICATION | N FOR REG | | (S) SIGNATURE |
| LE SION & | to Z Sta | la of Washingtor County of | | | Signed or attested before trie on | 8/ 20 /99 |
| 通 ROTAR | Y B. SK | • | | | Marine 1 | 1 Attle |
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| PUBLIC | 2.01 | JOANNE BI | | .∕sī | ENNIFER L. S | STILLINGS |
| IN E OF WAS | HAND - DO | PRINT NAME OF RE | GISTERED OWNER | PRIV | TED NAME OF NOTAR' County/Offi | Y |
| Miller | Titie | DEM ERSHIP POST | LLCD//C NONAGENT/NOTARY | | | ler No. OR 4/9/02 |
| 4 .TITLE COMPAN | Y CERTIFICAT | ON | | | | |
| I certify that the legal | description of th | e land and owne | ership is true and corre | oct per the rea | al property records. | |
| NAME (TYPED OR PRINTE | D) | | TITLE | COMPANY / P | HONE NUMBER | |
| SIGNATURE / POSITION | | | | | | DATE |
| Finalize this applica | tion with a Lice | nsina Aaent w | ithin 10 calendar day | s of the date | Title Company Re | presentative signs. |
| 5 BUILDING PERM | IT OFFICE CEI | RTIFICATION | | | | |
| | TV the manufact | ured home has | been affixed to the rea sued for this purpose a | I property as | described. ament will be inspec | ted upon completion. |
| NAME (TYPED OR PRINTE | | | LDG PERMIT OFFICE/PHO | | BLOG P | ERMIT II |
| SEE ATTACHED | | DEPARTME | NT LETTER | | | DATE |
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| | i Owner and Title, IF APPLICABLE | Garri (| and | OM REAL PROPERTY. | | | | |
| Signature of Additional Lega | I Owner and Title, IF APPLICABLE _ | | , | | | | | |
| NOTARY SEAL OR STAMP (NOTARIZATION/CERTIFICATION FOR LEGAL OWNER(S) SIGNATURE | | | | | | | | |
| | State of Washington | | Signed or attested before me on | | | | | |
| 7.1 | Jan W. | Slon | ature | | | | | |
| 74 | by a comment of Legal Owner | | DA RO YRATON | ENT | | | | |
| Į. | MINT NAME OF LEGAL OWNER | PAIN | TED NAME OF NOTARY County/Office | e No. OR | | | | |
| | Title | OTARY | | er No, OR | | | | |
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| MODERN AMERI | CAN HOME CENTER | 14/18/ | The state of the s | DATE OF SALE | | | | |
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| NAME (TYPED OR PRINTED) Debry Housho | lder | COUNTY | SOL 15 | REMUN | | | | |
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| Lice Ref | ce the application has been app ensing Office, take your applica ain proof of the recording fees or original application form, obta | tion form to the Cou paid, If the Recordin | inty Recording Of ng Office retains | ffice. | | | | |
| APPLICANT | S: Once recorded, you must Manufactured Home Appli- licensing subagents charg- | cation, paying all re- | | | | | | |
| | For full instructions on completing this form for Title Elimination, Removal from Real Property or Transfer in Location, see form TD-420-730, Manufactured Home Application Instructions. | | | | | | | |

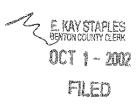


| STATE OF OREGON, | FORM No. 21—ACKNOWLEDGMENT. Sirvons-Ners Law Publishing Co. NY Portional. OR 97204 © 1972 |
|---|--|
| County of Clackamas | SS. Penions, UN YZUM \$2,1772 |
| BEIT REMEMBERED, That on this | day of 19, |
| before me, the undersigned, a Notary Publicamed CERL | in and for the State of Oregon, personally appeared the within |
| , | |
| known to me to be the identical individus acknowledged to me that SHE | described in and who executed the within instrument and executed the exmelteety and voluntarily. |
| IN T | STIMONY WHEREOF, I have hereunto set my hand and allixed |
| • | has official seal the day and year last above written. |
| OFFICIAL SEAL | " Lekee Haschele |
| RENEE MARCHESE HOTARY PUBLIC-OREGON COMMISSION 0. 315680 | My commission expires All G. Son Donates |

ASSESSOR'S PLAT AND DESCRIPTION BOOK

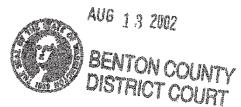
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BENTON COUNTY DISTRICT COURT STATE OF WASHINGTON 7320 WEST QUINAULT KENNEWICK, WA 99336 (509) 735-8476



| Yakima County Credit Service PLAINTIFF(s) |)) 02-2-0/802-2 |
|--|---|
| vs. Ronald Breeze & Joann Breeze | NO. 84857 Certificate |
| DEFENDANT(s) | NOO 4-01896-6 |
| I, Rosemary Hamann , Clerk and Washington, in and for the County of Bento foregoing is a true copy of the Certificate an | n, do hereby certify that the annexed and |
| DATE SERVED: 5-23-02 | |
| DATE OF JUDGMENT: 8-13-02 | |
| AMOUNT OF JUDGMENT: \$ 382.89 | |
| signed by judge/commissioner: _ | Eugene F. Pratt |
| In the above entitled action, as the same now | vappears on file and of record in this office. |
| | IN WITNESS WHEREOF, I hereunto set my hand as Civil Clerk of Benton County District Court, This 24th day of September, 2002 |
| w | Programa Honoranno District Court Civil Clerk |
| ertific,wpd | District Court Judge |

2



IN THE DISTRICT COURT OF WASHINGTON FOR BENTON COUNTY

#P00197
YAKIMA COUNTY CREDIT SERVICE, INC.,
A Washington Corporation, d/b/a
YCCS A National Collection System,

Plaintiff,

VS,

RONALD BREEZE & JOANN BREEZE, Husband and Wife,

Defendants.

NO. 84857

MOTION AND CERTIFICATE FOR ORDER OF DEFAULT AND DEFAULT JUDGMENT

Plaintiff moves for an Order of Default and an entry of Default Judgment against Defendant(s). Plaintiff believes the defendant(s) resided within this judicial district at the time this action was commenced. Venue in this court is proper.

This motion is based upon the records and files herein and the following certificate.

DATED this 23RD day of JULY, 2002,

ROBERT S. YOUNG Attorney for Plaintiff

CERTIFICATE

I am an employee of the Plaintiff Corporation and am authorized to make this Certificate on its behalf. Service of the Summons and Complaint was made on the Defendant(s) on MAY 23, 2002, as shown by the Affidavit of Service filed in this action. The defendant(s) have failed to answer or defend this action. The or serve copies of a Motion or Answer on the Plaintiff or the attorney, and the time for doing so has expired.

MOTION AND CERTIFICATE FOR ORDER OF DEFAULT AND DEFAULT JUDGMENT OF A TRUE AND

"Tentrieo to be a true and correct copy of the original on file in Benton County District Court - Kennewick, Washington

Lucino

The Soldiers and Sailors Civil Relief Act is not applicable to this proceeding as defendant(s) are not now nor have they been within the last 30 days in the military service of the United

The principal amount due is \$156.40, plus accrued interest and taxable court costs and attorney fees. Said amount is a sum certain or is a sum which has been made certain by computation. An itemization of the principal amount, accrued interest, taxable costs and the attorney fees appears on the proposed Judgment.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED: <u>JULY 22, 2002</u>

2021 South Third Avenue Union Gap, Washington 98903

MOTION AND CERTIFICATE FOR ORDER OF DEFAULT AND DEFAULT JUDGMENT - 2

Certified to be a true and Correct copy of the Original On file in Benton County District Court - Rennewick, Washington

Elemany Harran

IN THE DISTRICT COURT OF WASHINGTON FOR BENTON COUNTY

Upon the files and records herein and the default of the defendant, and the court being fully advised in the premises, now, therefore,

Attorney for Judgment Creditor.... ROBERT S. YOUNG

Judgment Debtors: RONALD & JOANN BREEZE

JUDGMENT - 1

Certified to be a true and correct copy of the original on file in Benton County District Court - Xennewick, Washington

ROWANTA LIENCOM

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff have and is hereby awarded judgment against the defendant(s), RONALD BREEZE & JOANN BREEZE, individually and as a marital community, as follows:

| \$156.40 \$ 8.59 \$125.00 \$ 41.00 \$ 51.90 \$ -0- | Principal amount Interest at 12% per annum from said date Attorney fee Filing fee Service fee Less credits |
|---|--|
|---|--|

\$382.89 TOTAL JUDGMENT plus increased costs and for accrued interest at 12% per annum from Judgment until paid.

DATED this

day of

JUDGE / COURT COMMISSIONER

Presented by:

ROBERT S. YOUNG (WSBA #09501)

Attorney for Plaintiff 24 North Second Street Yakima, Washington 98901

YCCS V. BREEZE Cause No. 84857

JUDGMENT - 2

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

VOL 498 PAGE 185 WAIVER

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REGORDAGIN SACHER, AUDITOR
REGORDAGIN SACHER

IN THE MATTER OF THE ROAD PETITIONED FOR BY

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| Jw Wood | son and | others. WAIVER | • |
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| husband and wife, being th | net 1 1 1 1777 | Jul | dansament |
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| | o the County Road pelilioned for be | 1 7111 112 man | 0 |
| | | reyed, and forever relinquish unto Bidth, over, across and through | |
| 28 | Township 9 | North, Range 24 | of Section |
| establishment and opening of | said road, giving and aconting un | a said land or any portion of the to said Benton County the right-of-to and perpetually maintain the same o | same, by the location, |
| IN WITNESS # | VHEREOF, have hereu | nto oct hand this | or County Rolls. |
| Owner or Leane, | | mo heavy | |

DENNIS D. SKEATE, being first duly sworn on oath, deposes and says:

- 1. I am the Benton County Road Engineer appointed by the Board of County Commissioners pursuant to RCW 36.80.010.
- 2. I maintain an office in the Benton County Courthouse located at the County seat of Prosser, Washington.
- 3. Pursuant to RCW 36.80.015, the records and books in the County Road Engineer's Office are public records, and are open to the inspection and examination of the public at all proper times.
- 4. Pursuant to RCW 36.80.040, the Office of County Engineer is an office of record.
- 5. On record in the Office of County Engineer and filed in the office are all matters concerning the public roads, highways, bridges, ditches, and other surveys of Benton County, with the original papers, documents, petitions, surveys, repairs, and other papers, in order to have the complete history of any such road, highway, bridge, ditch, or other survey.
- 6. The attached document is on record and filed in the office of County Engineer:

title:

Waiver of Claim for Damages and Consent to Locate Road

date: January 13, 1908

number: 0363

DENNIS D. SKEATE Benton County Engineer

Subscribed and Sworn to before me this 2 day of December,

NOTARY PUBLIC

(Appointment Expires: Jan. 15.

Quit Claim Deed for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) convey and quil claim to BENTON COUNTY for road purposes thosfollowing described real estate, situated in the County of Bonton; Stuff of Washington: together with all after acquired field of the grantor(s) thores The North 25 feet of the NWW of the NEW of the NWW 56

ation of Ore Tollar (\$1.00) to him in head puls, the receipt whereof is hereby eathered, thee injects remise, release and quit-ciara wato the UNITED STARES the right to construct each irrightica waterways as may be constructed of the United States, acting to pursuance of the Reclumation wet of Fuse IT, 1902, (32 .t.t., THE ALL OF THE PURCHES That James Bloss, a backelor, of Eleg, county, Task gain. to the biogr

306) and acts amendatory thereof and swillementary thereto, over and across the Northmest quarter of section 26, township 6, worth, roads 24 Isst W. M. is Beatto o Thur

materraps; provided that the said right of way be limited to 20 feet in with for smb-intervals, reing 10 ing to durah Fhillips, the said granters hereby convey and quit claim the perpetual right to dutatuin odd -the Grandview Irrigation Distract, excepting T-ret Cast I. I. right of war and a 5 agreetract balong each side of the center like thereof, and 50 feet for main laterals being 20 feet on upar side am

IF WITHERS THEREDY we have executed the foregoing instrument this aged duy of January, 1915.

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erro le 10e Tros um voluntary act uni dece for the mace and purposes tionour mentioned. our want described in and who executed the within instrument, and workerloaledges that he signed was could the and the company of the content of several and several and several forms of the content of the transfer of the I, ". I. Tane, a notary public in and for the state of Gashington, so kereby certify that on this force

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18 J. J. C. W. MUTT, CAME 23, 1315 OF 19:40 & M.

CONTRACTOR CONTRACTOR

County Lighter

ASSESSOR'S PLAT AND DESCRIPTION BOOK

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14-2-01526-4 JUDGMENT# NO BENTON SUPERIOR 06-23-14 10:30 1 OF 1

CASE#: 14-2-01526-4 JUDGM TITLE: BENTON COUNTY VS TAX CASE 74

NOTE1: NOTE2:

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STATUS: ACT DATE: 06/12/2014 CAUSE: FOR FORECLOSURE

SECONDARY

SUB# DATE CODE DESCRIPTION/NAME

06 12 2014 \$NF NON FEE

001 06 12 2014 CICS CASE INFORMATION COVER SHEET

002 06 12 2014 CR CERTIFICATE OF DELINQUENCY
ISSUED TO BENTON COUNTY

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JSM005 DISPLAY NAMES BENTON SUPERIOR 06-23-14 10:30 1 OF 4 CASE#: 14-2-01526-4

TITLE; BENTON COUNTY VS TAX CASE 74

PLA01 BENTON COUNTY
DEF01 TAX CASE 74
DEF02 BOWEN, CHAD
DEF03 WENDT, HAROLD
DEF04 WENDT, JOANNE
DEF05 CLEPPE, PATRICK
DEF06 CLEPPE, KATHRYN
DEF07 ROGERS, JEREMIAH
DEF08 WALL, RUSSELL
DEF09 WALL, DEBRA
DEF10 MARROQUIN, MARIA
DEF11 SINYUK, VASILLY
DEF12 SINYUK, LYUBOV
DEF13 HINCKLE, ROBERT
DEF14 HINCKLE, MELISSA
DEF15 BUENO, ANA

F1=Help F5=DspAtty F6=SrchAtty F7=Bwd F8=Fwd PA1=Can

JSM005 DISPLAY NAMES BENTON SUPERIOR 06-23-14 10:30 2 OF 4

CASE#: 14-2-01526-4

TITLE: BENTON COUNTY VS TAX CASE 74

CONN. LAST NAME, FIRST MI TITLE LITIGANTS DATE

DEF16 WHITE, VINCENT DEF17 WHITE, BONNIE

DEF18 SMITH, ROBIN

DEF19 KUHLMAN, ROBERT

DEF19 KUHLMAN, ROBERT
DEF20 KUHLMAN, FRANCIS
DEF21 US BANK TRUST-CALIBER HOME LOANS
DEF22 HERNANDEZ, GUADALUPE
DEF23 GAMINO, DAVID
DEF24 SOUTHER, RUBY
DEF25 THOM, JEFFREY
DEF26 SKAGIT INVESTMENT GROUP
DEF27 SHERWOOD, JEFF
DEF28 SIMPSON, SHIRLEY
DEF29 WEBB, PAULA
DEF30 BEAM, JUDITH
DEF31 ASHLEY, LONNIE

DEF31 ASHLEY, LONNIE

? F1=Help F5=DspAtty F6=SrchAtty F7=Bwd F8=Fwd PA1=Can JSM005 DISPLAY NAMES BENTON SUPERIOR 06-23-14 10:31 3 OF 4 CASE#: 14-2-01526-4

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TITLE: BENTON COUNTY VS TAX CASE 74

| CONN. | LAST NAME, | FIRST MI | TITLE | LITIGANTS | DATE |
|-------|-----------------|----------|-------|-----------|------|
| DEF32 | ASHLEY, VERSIE | | | | |
| DEF33 | RODRIGUEZ, ALBI | ERT | | | |
| DEF34 | SELTUN, RONALD | | | | |
| DEF35 | SELTUN, ALEXIS | | | | |
| DEF36 | HOBURG, KELLY | | | | |
| DEF37 | BOTTOMS, STEVEN | 1 | | | |
| DEF38 | BOTTOMS, BEVERI | ΣY | | | |
| DEF39 | BREEZE, RONALD | | | | • |
| DEF40 | BREEZE, JOANNE | | | | |
| DEF41 | COX, GRADY | | | | |
| DEF42 | HAMMOND, MARY | | | | |
| DEF43 | HAMMOND, VERNON | 1 | | | |
| DEF44 | HAMMOND, MARY | ANN | | | |
| | STERN, MICHELLE | | | | |
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F1=Help F5=DspAtty F6=SrchAtty F7=Bwd F8=Fwd PA1=Can

JSM005 DISPLAY NAMES CASE#: 14-2-01526-4 BENTON SUPERIOR 06-23-14 10:31 4 OF 4

TITLE: BENTON COUNTY VS TAX CASE 74

CONN. LAST NAME, FIRST MI TITLE LITIGANTS DATE

DEF48 MCCARTHY, TERESA DEF49 BROWN, EARL DEF50 RAVERA, TERRY ATP01 HAY, REID BAR# 34584

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