

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

Issued By:



**Fidelity National Title**  
Insurance Company

Guarantee Number:

**7631800135TX  
Amendment 1**

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

**GUARANTEES**

King County Treasury

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

This Guarantee shall not be valid or binding until countersigned below by an authorized signatory of the Company.

**Fidelity National Title Insurance Company**

By:

Randy Quirk, President

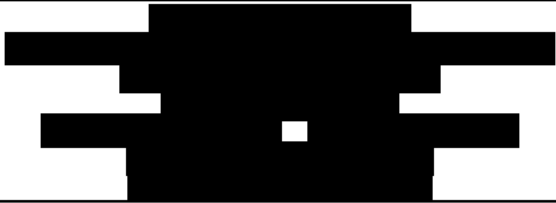
Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Julie Sundin  
Authorized Officer or Agent



ISSUING OFFICE:


**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$425.00	\$44.20

Effective Date: January 22, 2021 at 12:00 AM

1. Assured: King County Treasury
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:  
  - Fee Simple
3. Title to the estate or interest in the land is at the date hereof is vested in:  
  - Spencer Barclay, also appearing of record as Spencer Charles Barclay, as a separate estate
4. The land referred to in this Guarantee situated in the County of King, State of Washington, and is described as follows:

**For APN/Parcel ID(s): 763180-0135-03**

Lots 63-A, Seacoma Beach Division No. 2, according to plat recorded in volume 15 of plats, page 94, in King County, Washington.

EXCEPT the northwesterly 34 feet of lot 63-A conveyed to King County for J.R. Storm Road.

**END OF SCHEDULE A**

**SCHEDULE B**

THE TITLE TO SAID ESTATE OR INTEREST IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof.
8. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian treaty or aboriginal rights.
9. Easements, Covenants, Conditions, and Restrictions or Amendments thereto recorded prior to the oldest year for which the tax or other amount is being foreclosed.
10. Easements, Covenants, Conditions and Restrictions or Amendments thereto recorded subsequent to the oldest year for which the tax or other amount is being foreclosed:  
  
None
11. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2017
Tax Account No.:	763180-0135-03
Levy Code:	0941
Assessed Value-Land:	\$114,000.00
Assessed Value-Improvements:	\$137,000.00

General and Special Taxes:	
Billed:	\$3,568.88
Paid:	\$0.00
Unpaid:	\$3,568.88

**SCHEDULE B**  
 (continued)

12. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2018  
 Tax Account No.: 763180-0135-03  
 Levy Code: 0941  
 Assessed Value-Land: \$122,000.00  
 Assessed Value-Improvements: \$166,000.00

General and Special Taxes:  
 Billed: \$4,123.60  
 Paid: \$0.00  
 Unpaid: \$4,123.60

13. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2019  
 Tax Account No.: 763180-0135-03  
 Levy Code: 0941  
 Assessed Value-Land: \$128,000.00  
 Assessed Value-Improvements: \$193,000.00

General and Special Taxes:  
 Billed: \$3,858.21  
 Paid: \$0.00  
 Unpaid: \$3,858.21

14. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020  
 Tax Account No.: 763180-0135-03  
 Levy Code: 0941  
 Assessed Value-Land: \$134,000.00  
 Assessed Value-Improvements: \$199,000.00

General and Special Taxes:  
 Billed: \$4,311.60  
 Paid: \$0.00  
 Unpaid: \$4,311.60

**SCHEDULE B**

(continued)

15. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2021  
Tax Account No.: 763180-0135-03  
Levy Code: 0941  
Assessed Value-Land: \$140,000.00  
Assessed Value-Improvements: \$205,000.00

## General and Special Taxes:

Billed: \$4,497.22  
Paid: \$0.00  
Unpaid: \$4,497.22

16. Foreclosure Costs, resulting from tax foreclosure proceedings.

17. Taxpayer Address:

PO Box 1337  
Seahurst, WA 98062

18. A state tax lien for the amount shown and any other amounts due,

Filed by: Washington Department of Social and Health Services(DCS)  
Taxpayer: Spencer C Barclay  
Amount: \$1,665.00  
Recording Date: April 20, 2010  
Recording No.: 20100428000309

19. A judgment, for the amount shown below, and any other amounts due:

Amount: \$3,095.99  
Against: Spencer Barclay  
In Favor of: Cavalry Portfolio Services, LLC  
Date entered: June 22, 2012  
Judgment No.: 12-9-18005-4  
Superior Court Case No.: 12-2-21040-3  
Attorney for Creditor: Ashley A. Nagrodski

20. A state tax lien for the amount shown and any other amounts due,

Filed by: Washington Department of Social and Health Services(DCS)  
Taxpayer: Spencer C Barclay  
Amount: \$17,708.87  
Recording Date: Marcdh 28, 2015  
Recording No.: 20150403000005

**SCHEDULE B**  
 (continued)

21. A state tax lien for the amount shown and any other amounts due,

Filed by: Washington Department of Social and Health Services(DCS)  
 Taxpayer: Spencer Charles Barclay  
 Amount: \$29,696.87  
 Recording Date: March 20, 2018  
 Recording No.: 20180326000029

22. A lien for the amount shown below and any other amounts due,

Amount: \$267.35  
 Claimant: Southwest Suburban Sewer District  
 Nature of Claim: delinquent sewer service charges  
 Recording Date: March 29, 2018  
 Recording No.: 20180329001255

23. Right of any party interested to sue or petition to have set aside, modified or contest a judicial or non-judicial foreclosure or forfeiture, or any deed pursuant hereto, through which title to the Land is derived; and any liens, encumbrances and/or ownership interests which may exist as a result of any acts or omissions of the foreclosing parties, or as a result of such suit or petition.

FOR INFORMATIONAL PURPOSES ONLY:

Note A: The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lots 63-A, Seacoma Beach Division No. 2  
 Tax Account No.: 763180-0135-03

Note B: The Public Records indicate that the address of the improvement located on said Land is as follows:

16613 Maplewild Ave SW  
 Burien, WA 98166

Note C: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

Note D: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**SCHEDULE B**  
(continued)

As disclosed by documents appearing in the public record, the names and addresses of persons who have recorded requests for, or are entitled to receive a copy of the Notice of Sale, as provided by the revised code of Washington Chapter 84.64 et seq.:

Spencer Barclay  
16613 Maplewild SW  
Burien WA 98166

Occupant  
16613 Maplewild SW  
Burien WA 98166

Spencer Barclay  
1131 Porter St  
Enumclaw, WA 98022

Spencer Barclay  
3623 S. 254th PL  
Kent, WA 98032

Spencer Barclay  
PO Box 1337  
Seahurst, WA 98062

Spencer Barclay  
1212 Chinook Ave  
Enumclaw, WA 98022

Cavalry Portfolio Services, LLC  
c/o Ashley A. Nagrodski  
Suttlell & Hammer, P.S.  
PO Box C 90006  
Bellevue, WA 98009

Division of Child Support  
PO Box 11520  
Tacoma, WA 98411-5520

Southwest Suburban Sewer District  
431 S.W. Ambaum Boulevard  
Burien, WA, 98166

**THE ABOVE LIST IS NOT EXHAUSTIVE - IT INCLUDES THOSE PARTIES DISCOVERED THROUGH THE EXAMINATION PROCESS TO HOLD A FORECLOSABLE RECORD INTEREST IN THE REAL PROPERTY DESCRIBED HEREIN. IT IS THE DUTY OF THE ASSURED TO NOTIFY ALL PARTIES AS REQUIRED BY STATUTE, WHETHER OR NOT THEY ARE LISTED IN A TITLE GUARANTEE. THE COMPANY HAS NO LIABILITY FOR ERRORS AND/OR OMISSIONS CREATED BY THE ASSURED.**

**END OF SCHEDULE B**

**SCHEDULE C  
INFORMATION FOR THE ASSURED**

1. This Guarantee is restricted to the use of the Assured solely for the purpose of providing information to facilitate the commencement of a suit at law or foreclosure pursuant to RCW 61.24 of a mortgage described in Schedule B affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is neither a commitment nor an obligation by the Company to issue any policy or policies of title insurance insuring said land, and it is not to be used as a basis for closing any transaction affecting title to said land.
2. Upon request WITHIN SIXTY (60) DAYS from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording of the Notice of Trustee's Sale. Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of the Guarantee but prior to the issuance of the endorsement.
3. Upon request on the thirtieth (30<sup>th</sup>) day preceding the date set for the forfeiture of real estate contract, or trustee's sale, the Company will issue an endorsement identifying federal tax liens, if any, affecting the land described in Schedule A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE THIRTIETH (30<sup>TH</sup>) DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.
4. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of the Guarantee at the request for the Assured. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, the date of any sale of the premises, recording of a Declaration of Forfeiture or a Real Estate Contract, trustee's sale or deed in lieu thereof.
5. Attention is called to the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
6. Attention is called to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice of sale or forfeiture in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale or forfeiture, and establishes with respect to such lien a right in the United States to redeem the property within a period of one hundred twenty (120) days from the date of any such sale or forfeiture.

**EXCLUSIONS FROM COVERAGE**

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

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

**CONDITIONS AND STIPULATIONS****1. DEFINITION OF TERMS**

The following terms when used in this Guarantee mean;

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

**2. PROSECUTION OF ACTIONS**

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) in all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

**3. NOTICE OF LOSS-LIMITATION OF ACTION**

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

(continued)

**4. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS**

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

**5. LIMITATION OF LIABILITY-PAYMENT OF LOSS**

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

**6. SUBROGATION UPON PAYMENT OR SETTLEMENT**

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

**7. GUARANTEE ENTIRE CONTRACT**

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

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

**8. NOTICES, WHERE SENT**

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

**9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.****END OF CONDITIONS AND STIPULATIONS**

AFTER RECORDING MAIL TO:

Law Office of Danny E. Platter

112 3<sup>rd</sup> St SW

Puyallup, WA 98371



**20160607000712**

PLATTER DANNY D 74.00  
PAGE-001 OF 002  
06/07/2016 13:55  
KING COUNTY, WA

**E2800882**

06/07/2016 13:32  
KING COUNTY, WA  
TAX \$10.00  
SALE \$0.00 PAGE-001 OF 001

**BARGAIN AND SALE DEED**

**THE GRANTOR GREGERY HART**, Trustee of the Jana Louise Barclay Testamentary Trust,  
for and in consideration of pursuant to the terms of a testamentary trust, in hand paid, bargains, sells, and conveys to  
**SPENCER BARCLAY**, the following described estate, situated in the County of King, State of Washington:

Lots 63-A, Seacoma Beach Division No. 2, according to plat recorded in volume 15 of plats, page 94, in King County, Washington, EXCEPT the northwesterly 34 feet of lot 63-A conveyed to King County for J.R. Storm Road by deed recorded July 1, 1943, under auditor's file No. 3319753.

Parcel No. 7631800135

Lots 2 and 3 and the southwesterly half of Lot 4, Block 10, STEVENSON'S GARDEN TRACTS, according to the plat recorded in Volume 19 of Plats, page 30, in King County, Washington.

Parcel No. 8006100400

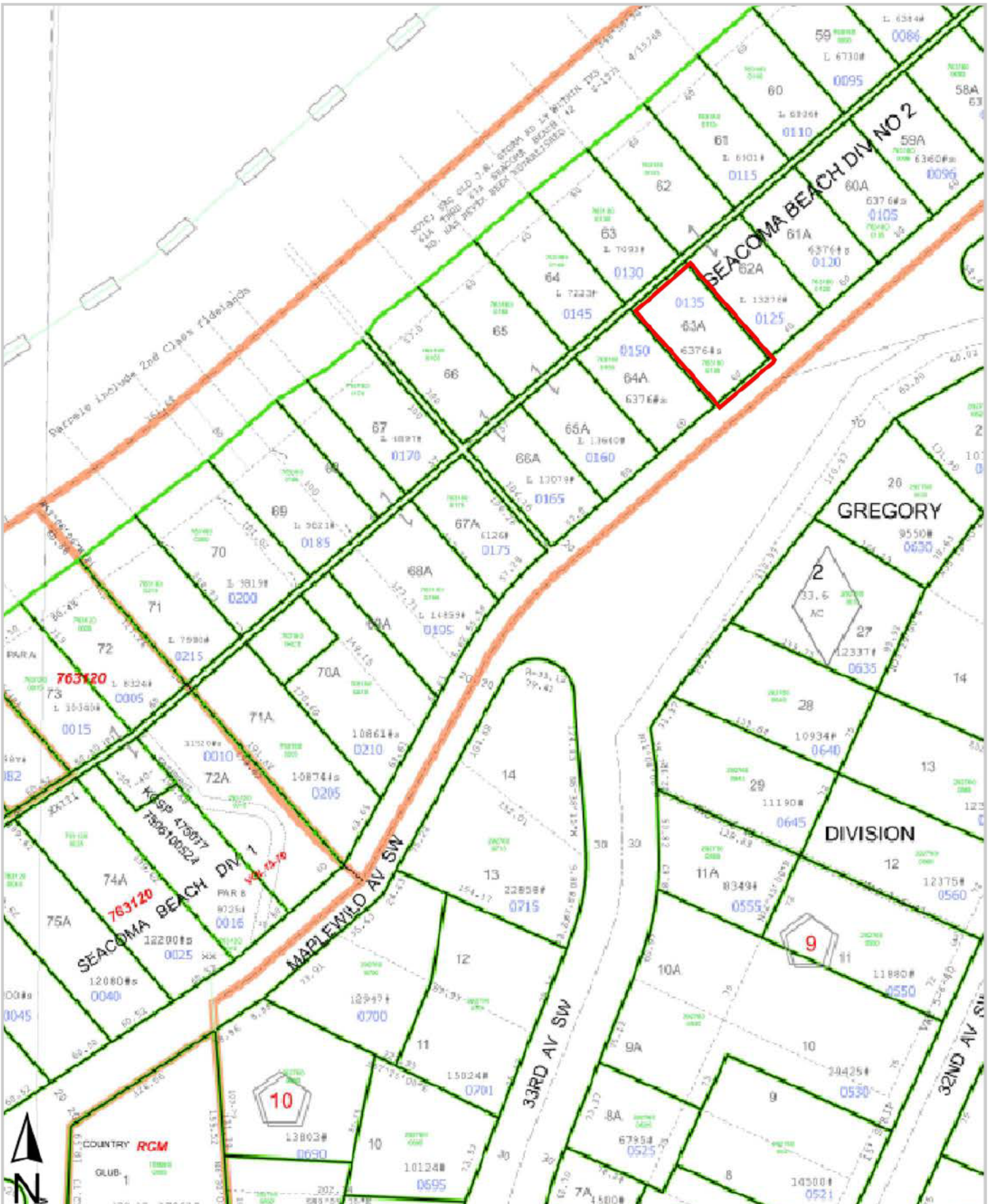
Lots 8 and 9 of Block 4 of Bessie Moore Addition to Enumclaw, as per Plat recorded in Volume 28 of Plats on Page 9, records of King County. Situate in King County, State of Washington.

Parcel No. 5615100240

**E2800887**

06/07/2016 13:46  
KING COUNTY, WA  
TAX \$10.00  
SALE \$0.00 PAGE-001 OF 001





This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.