

**Litigation or Trustee's
Sale Guarantee**

LTSG-08059610

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, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a corporation, herein called the Company, for the fee paid for this Guarantee, the number, amount, and effective date of which are shown herein, hereby Guarantees the parties herein called the Assured, against loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public record on the effective date stated herein,

1. The title to the herein described estate or interest was vested in the vestee named in Schedule A, subject to the matters shown as Exceptions herein in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee is issued with the expectation that, within 60 days and based upon the facts set forth herein, a Notice of Trustee's Sale will be prepared and recorded or an action will be commenced in a Court of competent jurisdiction. If a Notice of Sale is not recorded or such action is not commenced, all liability and obligation of the Company hereunder shall cease and terminate 60 days after the effective date shown herein or as may have been extended by endorsement hereto. If for purposes of preparing a Notice of Sale, notice of the trustee's sale must be given pursuant to Idaho Code Section 45-1506, Schedule C may be provided for informational purposes.

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

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Issued through the Office Of:
AmeriTitle, LLC
165 NE Estes Ave., PO Box 735
White Salmon, WA 98672
Phone (509) 493-1965
Fax Fax (509) 493-1905

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "land": The land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public record": those records which impart constructive notice of matters relating to said land;
- (c) "date": 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, or other security instrument.

2. Exclusions from Coverage of This Guarantee

The company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) 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 right to maintain therein vaults, tunnels, ramps, or any other structure or improvement or any rights or easements therein unless such property, rights, or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. 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 there under 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.

4. Notice of Loss - Limitation of Action

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.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and 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 attorney's fees as provided for in paragraph 6(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 the 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.

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 the 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 of subrogation, and shall permit the Company to use the

A statement in writing of 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.

5. 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

name of the Assured in any transaction or litigation involving such rights or remedies.

8. 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.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee. or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

10. Fee

The fee specified on the face of this guarantee is the total fee for title search and examination for this Guarantee.

LITIGATION GUARANTEE
Issued by:
Old Republic National Title Insurance Company
SCHEDULE A

Order No.: 1034699 Liability: \$20,000.00 Fee: \$507.00

Guarantee No.: LTSG-08059610

Your Reference:

1. Name of Assured:

Klickitat County Treasurer

2. Effective Date: 15th day of September, 2025 at 7:30 A.M

3. This litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:
Judicially foreclose the Property Taxes shown in schedule B as exception Number 1

4. The estate or interest in the Land which is covered by this Guarantee is:
FEE SIMPLE

5. Title to the estate or interest is vested in:
Delbert Wheeler and Jennifer Wheeler, husband and wife

6. The Land referred to in this Guarantee is described as follows:

PARCEL 1:

All of Lots 6 and 7, the West 6 feet of Lot 8 and the South 33 1/3 feet of Lots 4 and 5, and the South 33 1/3 feet of the West 6 feet of Lot 3, Block 3, GLENWOOD, according to the Plat thereof recorded in Volume 1 of Plats, page 6, in the County of Klickitat, State of Washington.

PARCEL 2:

The East 44 feet of the following described lots: All of Lot 8 and the South 33 1/3 feet of Lot 3, Block 3, GLENWOOD, according to the Plat thereof, recorded in Volume 1 of Plats, page 6, in the County of Klickitat, State of Washington.

END OF SCHEDULE A

SCHEDULE B

Order No.: 1034699
LG No.: LTSG-08059610

Part I

1. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit:

<http://www.klickitatcountytreasurer.org/> or call their office at (800) 766-5403.

Tax Year: 2022
Tax Type: County
Total Annual Tax: \$257.02
Tax ID #: 06-12-1055-0303/00
Taxing Entity: Klickitat County Treasurer
First Installment: \$128.51
First Installment Status: Delinquent
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$128.51
Second Installment Status: Delinquent
Second Installment Due/Paid Date: October 31, 2022

Tax Year: 2023
Tax Type: County
Total Annual Tax: \$140.19
Tax ID #: 06-12-1055-0303/00
Taxing Entity: Klickitat County Treasurer
First Installment: \$70.10
First Installment Status: Delinquent
First Installment Due/Paid Date: April 30, 2023
Second Installment: \$70.09
Second Installment Status: Delinquent
Second Installment Due/Paid Date: October 31, 2023

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$234.09
Tax ID #: 06-12-1055-0303/00
Taxing Entity: Klickitat County Treasurer
First Installment: \$117.04
First Installment Status: Delinquent
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$117.05
Second Installment Status: Delinquent
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2025
Tax Type: County
Total Annual Tax: \$382.92
Tax ID #: 06-12-1055-0303/00
Taxing Entity: Klickitat County Treasurer
First Installment: \$191.46
First Installment Status: Delinquent
First Installment Due/Paid Date: April 30, 2025
Second Installment: \$191.46
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2025

Special Use: None
Tax Code Area (TCA): 21

2. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: Pipe line
Recorded: July 24, 1957
[Book 124, Page 277](#)

Part II - Notes

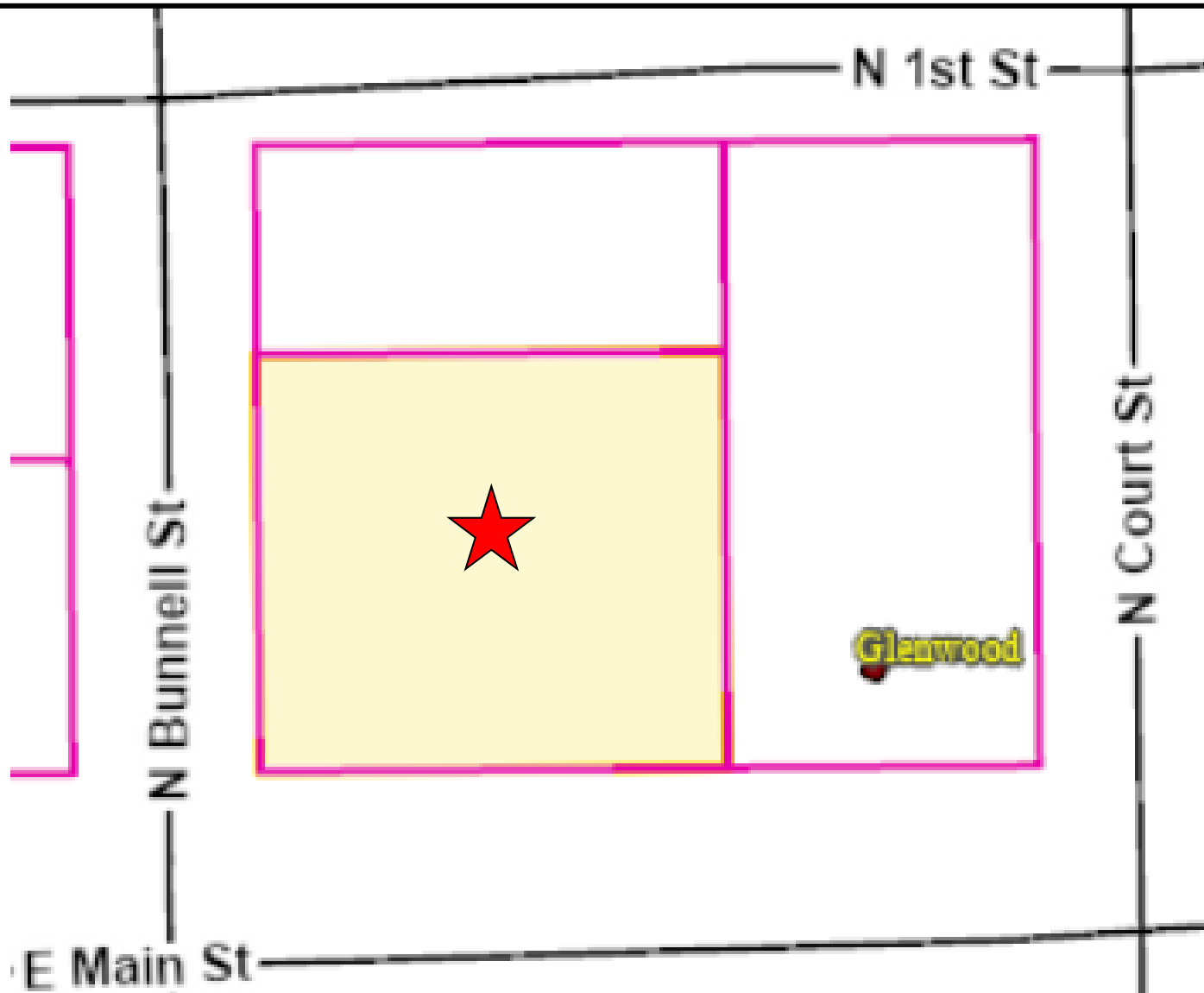
1. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Lots 6-8 and S 33 1/3 feet Lots 3-5, Block 3, GLENWOOD, Volume 1 of Plats, page 6.
2. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

END OF SCHEDULE B

Countersigned By:

Laura Woodiwiss

Authorized Signatory



**NKA N. Bunnell St.
Glenwood, WA 98619**

THIS MAP IS FURNISHED AS AN
ACCOMMODATION STRICTLY FOR THE
PURPOSES OF GENERALLY LOCATING
THE LAND. IT DOES NOT REPRESENT A
SURVEY OF THE LAND OR IMPLY ANY
REPRESENTATIONS AS TO THE SIZE,
AREA OR ANY OTHER FACTS RELATED
TO THE LAND SHOWN THEREOF