

King County has obtained title reports for notice purposes as required by Washington State law. We have furnished these title reports for viewing purposes ONLY. These documents are a public record, but should not be relied upon for personal use or as a basis for determining whether or not to bid on a parcel. King County makes no guarantee or warranty, expressed or implied that the information contained in the title reports is accurate or complete in scope or substance. They are restricted to the use of King County Treasury for the purpose of determining necessary parties defendant in an action concerning matters to be disclosed at a later date. **POTENTIAL BUYERS SHOULD NOT RELY ON THE INFORMATION PROVIDED IN SAID TITLE REPORTS, AND DO SO AT THEIR OWN RISK.**



**First American**

*First American Title Insurance Company*

818 Stewart St, Ste 800

Seattle, WA 98101

Phn - (206)728-0400 (800)826-7718

Fax -

**King County Title Team**

818 Stewart St, Ste. 800, Seattle, WA 98101

Fax No. (866) 904-2177

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**EMAIL: TITLEKINGWA@firstam.com**

Pat Fullerton (206) 615-3055

Kelly Cornwall (206) 336-0725

Jennifer Salas (206) 615-3011

Peter Child (206) 336-0726

Kathy J. Turner (206) 336-0724

Curtis Goodman (206) 615-3069

Municipality Title Officer

**TAX FORECLOSURE  
LITIGATION GUARANTEE**

LIABILITY Pursuant to  
Contract Bid No.  
1073-11

ORDER NO.: TFK2015004

FEE \$ 405.00

TAX \$38.88

YOUR REF.: 010060-0990-08

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

**King County**

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as exceptions herein, which exceptions are not necessarily shown in the order of their priority;

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

Dated: July 17, 2015 at 7:30 A.M.

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

WEST COAST FRUIT AND PRODUCE CO., INC., A WASHINGTON CORPORATION

Recording Number(s) of document(s) by which title was acquired: 8404250598, copy(ies) attached.

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

Fee Simple Estate

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

LOT 99, ALDER GROVE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 86 OF PLATS, PAGE(S) 12 AND 13, RECORDS OF KING COUNTY, WASHINGTON;

APN: 010060-0990-08

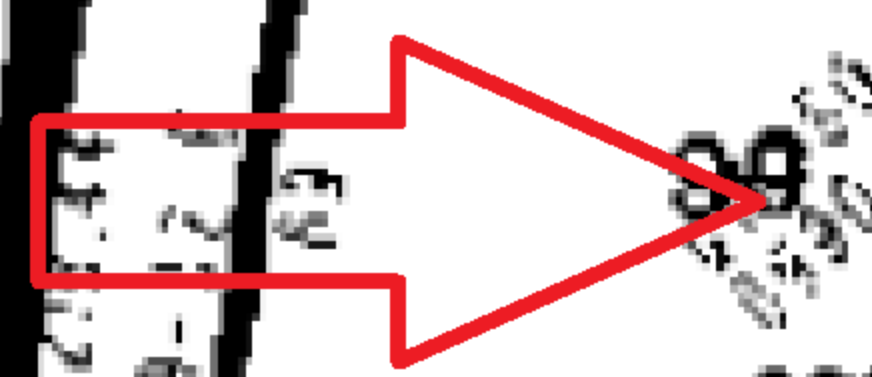
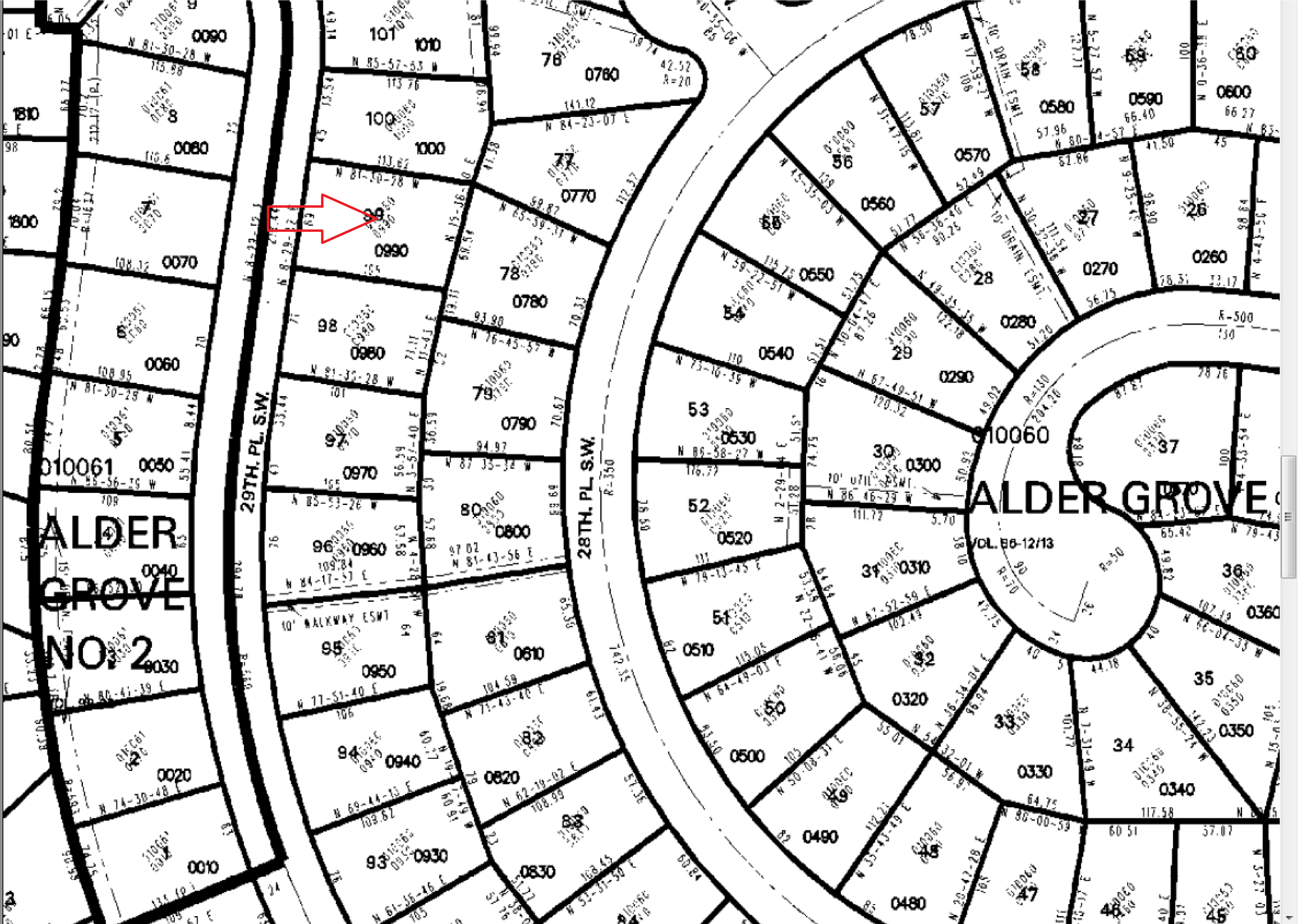
**EXCEPTIONS:**

1. This report is not to be used as a basis for closing any transaction affecting title to said property. It is restricted to use of the addressee for the purpose of determining necessary parties defendant in an action concerning matters to be disclosed at a later date.
  
2. Agreements, Conditions, Covenants, Reservations and Restrictions, and Easements created of record prior to January 1, 2012, if any.
  
3. General taxes payable in current and/or prior years and assessments or special levies, if any.
  
4. A Contract of Sale and the terms and conditions thereof:  
Seller: West Coast Fruit and Produce Co., Inc., a Washington Corporation  
Purchaser: James Sobus and Leslie Sobus, husband and wife  
Dated: September 28, 1984  
Recorded: October 4, 1984  
Recording No.: 8410040462  
Excise Tax Receipt No.: E0795130, Dated: October 04, 1984
  
5. We find no corporation or limited liability company under the name West Coast Fruit and Produce Co., Inc., a Washington Corporation on the list of active corporations in the office of the Secretary of State.
  
6. Matters of record, if any, against the names of the undisclosed stockholders and/or members of West Coast Fruit and Produce Co., Inc., a Washington Corporation, if said West Coast Fruit and Produce Co., Inc., a Washington Corporation is a dissolved corporation or limited liability company.

**INFORMATIONAL NOTES**

- A. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- B. The Schedule of Exclusions from Coverage of this Guarantee and the Guarantee Conditions and Stipulations Form No. 1282 (Rev. 12/15/95) have been accepted by the Assured and are incorporated herein by reference. Said form has been delivered to the Assured as a master form rather than attached to each report individually, at the request of the Assured.
- C. We find no discrepancy between the tax assessor's legal description and the legal description of record.

APN: 010060-0990-08



**ALDER GROVE NO. 2**

**ALDER GROVE**



475 789/08

THIS SPACE PROVIDED FOR RECORDER'S USE:

8404250598

FILED FOR RECORD AT REQUEST OF

FILED FOR RECORD AT REQUEST OF SAFECO TITLE INSURANCE COMPANY 2615 4th AVENUE, SEATTLE, WA 98121

KING COUNTY NO EXCISE TAX APR 25 1984 R0770803

RECORDED THIS DAY APR 25 11 10 AM '84

WHEN RECORDED RETURN TO

Name: West Coast Fruit and Produce Co. Address: P. O. Box 2073 City, State, Zip: Tacoma, Wa 98401

84/04/25 RECD F 3.00 CASHSL \*\*\*\*\*3.00

Quit Claim Deed

475789

THE GRANTOR DAVID DI RITO and JOAN M. DI RITO, husband and wife,

for and in consideration of In Lieu of Foreclosure

conveys and quit claims to West Coast Fruit and Produce Co., Inc.

the following described real estate, situated in the County of King State of Washington, together with all after acquired title of the grantor(s) therein:

Lot 99, Alder Grove, according to the plat recorded in Volume 86 of Plats, pages 12 and 13, in King County, Washington.

The Deed is an absolute conveyance of title in effect as well as in form, and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefore is good and valuable consideration in full release of all debts and obligations heretofore existing on account of the deed of trust on said premises recorded on December 16, 1976, under King County Auditor's File No. 7612160284, and the deed of trust on said premises recorded on November 2, 1982, under King County Auditor's File No. 8211020128, records of King County, Washington.



Dated March 15, 1984

Signatures of David DiRito and Joan M. DiRito with titles (Individual) and (President)

STATE OF WASHINGTON } ss. COUNTY OF King }

STATE OF WASHINGTON } ss. COUNTY OF }

On this day personally appeared before me David DiRito & Joan M. DiRito, H&W to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this day of March 21, 1984

Notary Public in and for the State of Washington, residing at Federal Way

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at

# REAL ESTATE CONTRACT



1126 PACIFIC AVE.  
TACOMA, WASHINGTON 98401

RECORDED THIS DAY

OCT 4 10 11 AM '84

DIVISION OF  
RECORDS & ELECTIONS  
KING COUNTY

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of September, 1984  
between West Coast Fruit and Produce Co., Inc., a Washington  
Corporation

hereinafter called the "seller," and JAMES SOBUS and LESLIE SOBUS, husband and wife

hereinafter called the "purchaser,"  
WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following  
described real estate, with the appurtenances, in KING County, State of Washington:

Lot 99, ALDER GROVE, according to the Plat recorded  
in Volume 86 of Plats, Pages 12-13, in King County,  
Washington..

8410040462

KING COUNTY  
EXCISE TAX PAID  
OCT 4 1984  
80795130

84/10/04  
RECD F  
CRSHSL

80462-8  
4.00  
11

The terms and conditions of this contract are as follows: The purchase price is Seventy-Thousand  
(\$ 70,000.00 ) Dollars, of which

Three-Thousand-Five-Hundred (\$ 3,500.00 ) Dollars have  
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Four-Hundred-Seventy-Nine and 32/100 (\$ 479.32 ) Dollars,  
or more at purchaser's option, on or before the 1st day of November, 1984,

and Four-Hundred-Seventy-Nine and 32/100 (\$ 479.32 ) Dollars,  
or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said  
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price

at the rate of Five per cent per annum from the 1st day of October, 1984,  
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

and the balance of said purchase price shall be paid as follows:

Four-Hundred-Seventy-Nine and 32/100 (\$ 479.32 ) Dollars,  
or more at purchaser's option, on or before the 1st day of November, 1984,

and Four-Hundred-Seventy-Nine and 32/100 (\$ 479.32 ) Dollars,  
or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said  
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price

at the rate of ten per cent per annum from the 1st day of October, 1984,  
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at  
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be October 1, 1984

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against the real estate hereunder because a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant regarding the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by FARMERS NATIONAL TITLE INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Prior or general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the covenants hereunder are to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

... CONTRACT OF PURCHASE OF REAL ESTATE UNDER WHICH THE BUYER HAS PAID THE PURCHASE PRICE AND INTEREST IN THE MANNER ABOVE SPECIFIED TO CONVEY AND DELIVER TO PURCHASER A WARRANTY deed to said real estate, excepting any part thereof hereinafter listed for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

**Easements, covenants, conditions, restrictions, provisions and rights of record.**

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon a seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

West Coast Fruit and Produce Co., Inc.

JAMES SOBUS

BY Gordon Dowling  
President

LESLIE SOBUS

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

STATE OF WASHINGTON  
COUNTY OF Pierce

On this day personally appeared before me

On this 28<sup>th</sup> day of September, 1984  
before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared  
Gordon Dowling

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

and  
to me known to be the \_\_\_\_\_ President of ~~XXXXXXXXXXXXXXXXXXXX~~ West Coast Fruit and Produce Co., respectively, of \_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on each stated that he is \_\_\_\_\_ authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Witness my hand and official seal hereto affixed for day and year above written.  
Kenneth G. ...  
Notary Public in and for the State of Washington, residing at Pierce County

Notary Public in and for the State of Washington, residing at \_\_\_\_\_



Transamerica Title Insurance Company

THIS SPACE PROVIDED FOR RECORDERS USE:

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Delock, Hansley, et al  
1st Interstate Plaza, 1201 Pacific Ave., Suite 1600  
Tacoma, Wa. 98402

8410040462