

Litigation or Trustee's Sale Guarantee

ZB 224180



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, subject to the matters shown as Exceptions herein, 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.

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

S. Kelly McDonald

Authorized Officer or Licensed Agent

By

President

Attest

Secretary

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

SCHEDULE A

Office File Number CL5074 Ref. No.: 178243-000	Policy Number ZB 224180	Date of Policy August 19, 2016 at 8:00 AM	Amount of Insurance \$419.00	Premium \$419.00
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1. Assured:

CLARK COUNTY, WASHINGTON

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 vested in:

ELIZABETH F. KELLY, FORMERLY KNOWN AS ELIZABETH F. ROBERTS, A MARRIED WOMAN AS HER SEPARATE ESTATE

4. The land referred to in this Guarantee is situated in the State of **WASHINGTON**, County of **Clark**, and is described as follows:

SEE ATTACHED EXHIBIT "A"

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

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, THE FORFEITURE OF A REAL ESTATE CONTRACT PURSUANT TO RCW 61.30, 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 NOT 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 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 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 30TH 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 30TH 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 OF THE ASSURED. THE FEE FOR SUCH ENDORSEMENTS WILL BE CHARGED ACCORDING TO THE COMPANY'S FILED RATE SCHEDULE FOR SUCH ENDORSEMENTS. 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 OF A REAL ESTATE CONTRACT, TRUSTEE'S SALE OR DEED IN LIEU THEREOF.
5. ATTENTION IS CALLED TO SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENTS THERETO WHICH CONTAIN LIMITATIONS AGAINST THE FORFEITURE OF LAND UNDER A REAL ESTATE CONTRACT OR 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 120 DAYS FROM THE DATE OF ANY SUCH SALE OR FORFEITURE.

SCHEDULE B

File Number: **CL5074**

Policy Number: **ZB 224180**

GENERAL EXCEPTIONS FROM COVERAGE

- A. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES AND OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- C. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- E. LIENS UNDER THE WORKMEN'S COMPENSATION ACT NOT SHOWN BY THE PUBLIC RECORDS.
- F. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY OR GARBAGE REMOVAL.
- G. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- H. INDIAN TRIBAL CODES OR REGULATIONS, INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, EASEMENTS OR EQUITABLE SERVITUDES.
- I. GENERAL TAXES, SPECIAL ASSESSMENTS AND SPECIAL LEVIES.

SPECIAL EXCEPTIONS FROM COVERAGE

1. **REAL PROPERTY TAXES - TOTAL DUE MAY INCLUDE FIRE PATROL ASSESSMENT, R.I.D. ASSESSMENT AND/OR CLEAN WATER PROJECT ASSESSMENT, IF ANY, NOT INCLUDING INTEREST AND PENALTY AFTER DELINQUENCY:**

YEAR	AMOUNT	PAID	OWING
2016	\$175.13	\$0.00	\$175.13
2015	\$167.23	\$0.00	\$167.23
2014	\$179.10	\$0.00	\$179.10
2013	\$222.37	\$0.00	\$222.37

TAX ACCOUNT NO: 178243-000

SCHOOL DISTRICT CODE NO: 117038

REAL PROPERTY TAXES ARE A LIEN JANUARY 1ST, PAYABLE FEBRUARY 15TH, FIRST HALF DELINQUENT MAY 1ST AND SECOND HALF DELINQUENT NOVEMBER 1ST.

JURISDICTION: CAMAS

NOTE: TAX PAYMENTS CAN BE MAILED TO THE FOLLOWING ADDRESS:

CLARK COUNTY TREASURER
PO BOX 5000
VANCOUVER, WA 98666
360-397-2252

2. **UNPAID CHARGES AND ASSESSMENTS, IF ANY, LEVIED BY THE CITY OF CAMAS.**

3. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

GRANTEE: PACIFIC POWER & LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION
RECORDED: March 15, 1938
AUDITOR'S FILE NO.: D 2225 AND D 2227
AREA AFFECTED: SAID PREMISES

4. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

GRANTEE: PACIFIC POWER & LIGHT COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION
AUDITOR'S FILE NO.: E 43365
AREA AFFECTED: SAID PREMISES AND OTHER PROPERTY

5. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

GRANTEE: F. W. LEADBETTER
PURPOSE: RIGHT OF WAY FOR PIPELINE
RECORDED: March 31, 1915
AUDITOR'S FILE NO.: A 1257
AREA AFFECTED: BLANKET AREA

6. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

GRANTEE: THE CITY OF CAMAS, A MUNICIPAL CORPORATION
PURPOSE: WATER PIPELINES
RECORDED: April 07, 1958
AUDITOR'S FILE NO.: G 237329
AREA AFFECTED: SAID PREMISES AND OTHER PROPERTY

7. LACK OF A RECORDED EASEMENT PROVIDING ACCESS TO THE LANDS HEREIN DESCRIBED FROM ANY PUBLIC ROAD.

End of Schedule B Exceptions.

NOTES:

At the request of the assured the following information is provided:

- a. THE ADDRESS OF THE SUBJECT PROPERTY IS:
SECTION 35, T2N, R3EWM
, WA
- b. ACCORDING TO THE RECORDS OF CLARK COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.:	178243-000
LAND:	\$14,393.00
IMPROVEMENTS:	\$0.00
TOTAL:	\$14,393.00

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION: SECTION 35, T2N, R3EWM



Authorized Signatory

Clark County Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Clark County Title Company**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

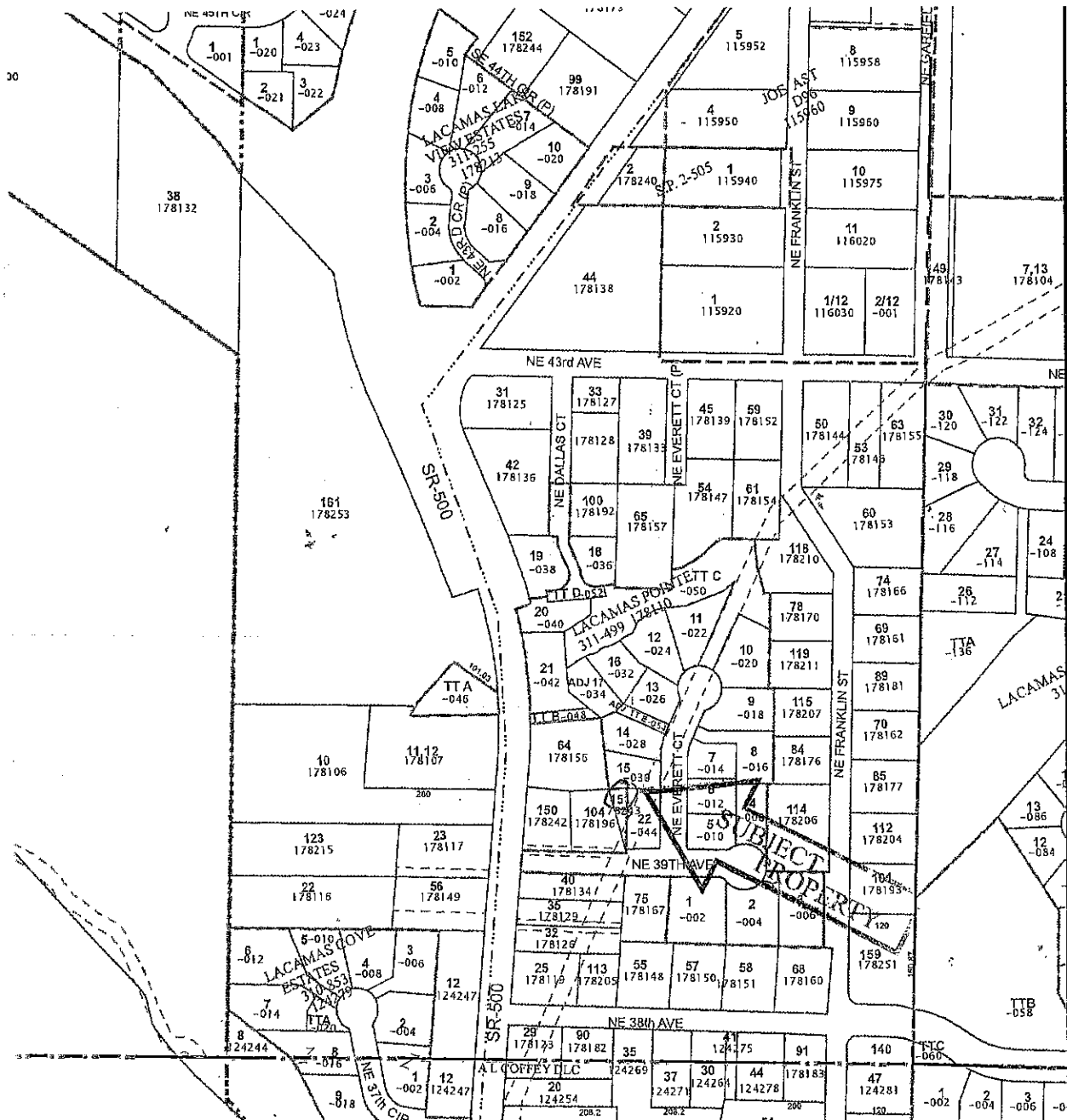
EXHIBIT "A"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

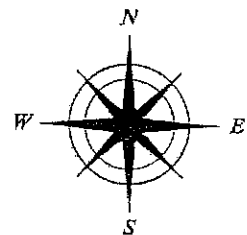
COMMENCING AT A POINT ON THE EAST BOUNDARY LINE OF A 60 FOOT ROAD KNOWN AS STATE HIGHWAY NO. 8A, MARKED BY AN IRON PIN WHICH IS 774.4 FEET WEST AND NORTH 04°49'00" EAST 397.35 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING NORTH 04°49'00" EAST, A DISTANCE OF 120 FEET; THENCE SOUTH 84°28'00" EAST, A DISTANCE OF 82 FEET; THENCE NORTH 87°05'00" EAST, A DISTANCE OF 74.28 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°05'00" EAST, A DISTANCE OF 35 FEET; THENCE SOUTHERLY IN A STRAIGHT LINE TO THE SOUTHEAST CORNER OF THE TRACT CONVEYED TO GUY ROBERTS AND ELIZABETH ROBERTS, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8505090119; THENCE NORTH 15°31'00" WEST, ALONG THE EAST LINE OF SAID ROBERTS TRACT, A DISTANCE OF 125 FEET TO THE TRUE POINT OF BEGINNING.

Clark County Title

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THIS SKETCH IS PROVIDED, WITHOUT CHARGE FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION



"Service Is The Difference"