

# Litigation or Trustee's Sale Guarantee

ZB 224171



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  
SECOND REPORT  
SCHEDULE A**

Office File Number <b>CL5070</b> Ref. No.: <b>236831-000</b>	Policy Number <b>ZB 224171</b>	Date of Policy <b>August 22, 2016</b> at 8:00 AM	Amount of Insurance <b>\$419.00</b>	Premium <b>\$419.00</b>
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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:

**GARY KAPUS, PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF HIS SPOUSE, IF MARRIED ON APRIL 24, 2013, DATE OF ACQUIRING TITLE, AS TO PARCEL I AND CLARICE MILLER, TRUSTEE OF THE MILLER LIVING TRUST DATED OCTOBER 26, 1992, AS TO PARCEL II**

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: **CL5070**

Policy Number: **ZB 224171**

**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	\$1,617.94	\$0.00	\$1,617.94
2015	\$1,569.12	\$0.00	\$1,569.12
2014	\$1,656.30	\$0.00	\$1,656.36
2013	\$1,630.20	\$0.00	\$1,630.20

TAX ACCOUNT NO: 236831-000                      SCHOOL DISTRICT CODE NO: 119021

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

JURISDICTION: CLARK COUNTY

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

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

- 2. **MATTERS SET FORTH BY SURVEY:**  
 BOOK/PAGE OF                      7 / 146  
 SURVEYS:
- 3. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**  
 GRANTEE:                              LELAND A. MATSON AND JEAN M. MATSON, HUSBAND AND WIFE  
 PURPOSE:                                CONSTRUCTION, OPERATION AND MAINTENANCE  
 RECORDED:                                September 19, 1960  
 AUDITOR'S FILE NO.:                    G 293220  
 AREA AFFECTED:                        SAID PREMISES
- 4. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**  
 GRANTEE:                                ELECTRIC & LIGHT COMPANY  
 PURPOSE:                                ERECTING, MAINTAINING AND OPERATING  
 RECORDED:                                February 15, 1941  
 AUDITOR'S FILE NO.:                    D 819, PAGE 214, PAGE 32  
 AREA AFFECTED:                        SAID PREMISES
- 5. **AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**  
 REGARDING:                                BOUNDARY ADJUSTMENT  
 RECORDED:                                February 18, 1993  
 AUDITOR'S FILE NO.:                    9302180051

- 6. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**  
**BETWEEN: SCOTT FLOREK AND CLARENCE MILLER**  
**REGARDING: EASEMENT AND ROAD MAINTENANCE**  
**RECORDED: May 2, 2002**  
**AUDITOR'S FILE NO.: 3459681**
- 7. ANY QUESTION THAT MAY ARISE DUE TO SHIFTING OR CHANGE IN THE COURSE OF THE SALMON CREEK TRIBUTARY DUE TO SAID CREEK HAVING CHANGED ITS COURSE.**
- 8. IF A MOBILE HOME IS LOCATED ON THIS PROPERTY, IT WILL BE EXCEPTED FROM THE LEGAL DESCRIPTION AND NOT INSURED BY THE POLICY UNLESS THE CERTIFICATE OF TITLE IS ELIMINATED AND THE MOBILE HOME CONVERTED TO REAL PROPERTY AS REQUIRED BY CHAPTER 65.20 OF THE REVISED CODE OF WASHINGTON, EFFECTIVE MARCH 1, 1990.**
- A MANUFACTURED HOME TITLE ELIMINATION APPLICATION SHOULD BE OBTAINED FROM THE DEPARTMENT OF LICENSING. THE APPLICATION MUST BE SIGNED BY THE REGISTERED AND LEGAL OWNERS OF THE MOBILE HOME, THE OWNER OF THE LAND, THE CITY OR COUNTY BUILDING PERMIT OFFICE, APPROVED BY THE DEPARTMENT OF LICENSING AND RECORDED. CURRENT TAXES MUST BE PAID AND PROOF GIVEN TO THE DEPARTMENT.**
- 9. A COPY OF THE TRUST INSTRUMENT FOR MILLER LIVING TRUST DATED OCTOBER 26, 1992, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED PRIOR TO CLOSING, IN ORDER TO EVIDENCE EXISTENCE OF THE TRUST AND AUTHORITY OF THE TRUSTEE(S) TO EXECUTE THE FORTHCOMING INSTRUMENT.**

**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 34, T4N, R3E WM  
, WA

b. ACCORDING TO THE RECORDS OF CLARK COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.:	236831-000
LAND:	\$138,792.00
IMPROVEMENTS:	\$0.00
TOTAL:	\$138,792.00

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 34, T4N, R3EWM



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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"

PARCEL I

A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, LYING SOUTH OF THE CENTER LINE OF BERRY ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH  $0^{\circ}38'23''$  EAST A DISTANCE OF 290.13 FEET ALONG THE EAST LINE OF SAID SECTION 34; THENCE SOUTH  $75^{\circ}19'43''$  WEST, A DISTANCE OF 134.33 FEET ALONG THE CENTER LINE OF A TRIBUTARY TO SALMON CREEK; THENCE ALONG SAID CENTER LINE SOUTH  $48^{\circ}15'44''$  WEST A DISTANCE OF 104.47 FEET; THENCE SOUTH  $29^{\circ}22'53''$  WEST A DISTANCE OF 56.09 FEET; THENCE NORTH  $87^{\circ}23'05''$  WEST A DISTANCE OF 419.43 FEET TO THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH  $0^{\circ}48'49''$  WEST A DISTANCE OF 126.99 FEET ALONG SAID LINE; THENCE SOUTH  $87^{\circ}23'05''$  EAST A DISTANCE OF 653.66 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 3 EAST DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE FROM SAID POINT OF BEGINNING WEST 200 FEET ALONG THE SOUTH LINE THEREOF; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 33 FEET; THENCE NORTHEASTERLY 204 FEET MORE OR LESS TO A POINT AT THE EAST LINE OF SAID SECTION THAT IS 75 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE 75 FEET TO THE POINT OF BEGINNING.

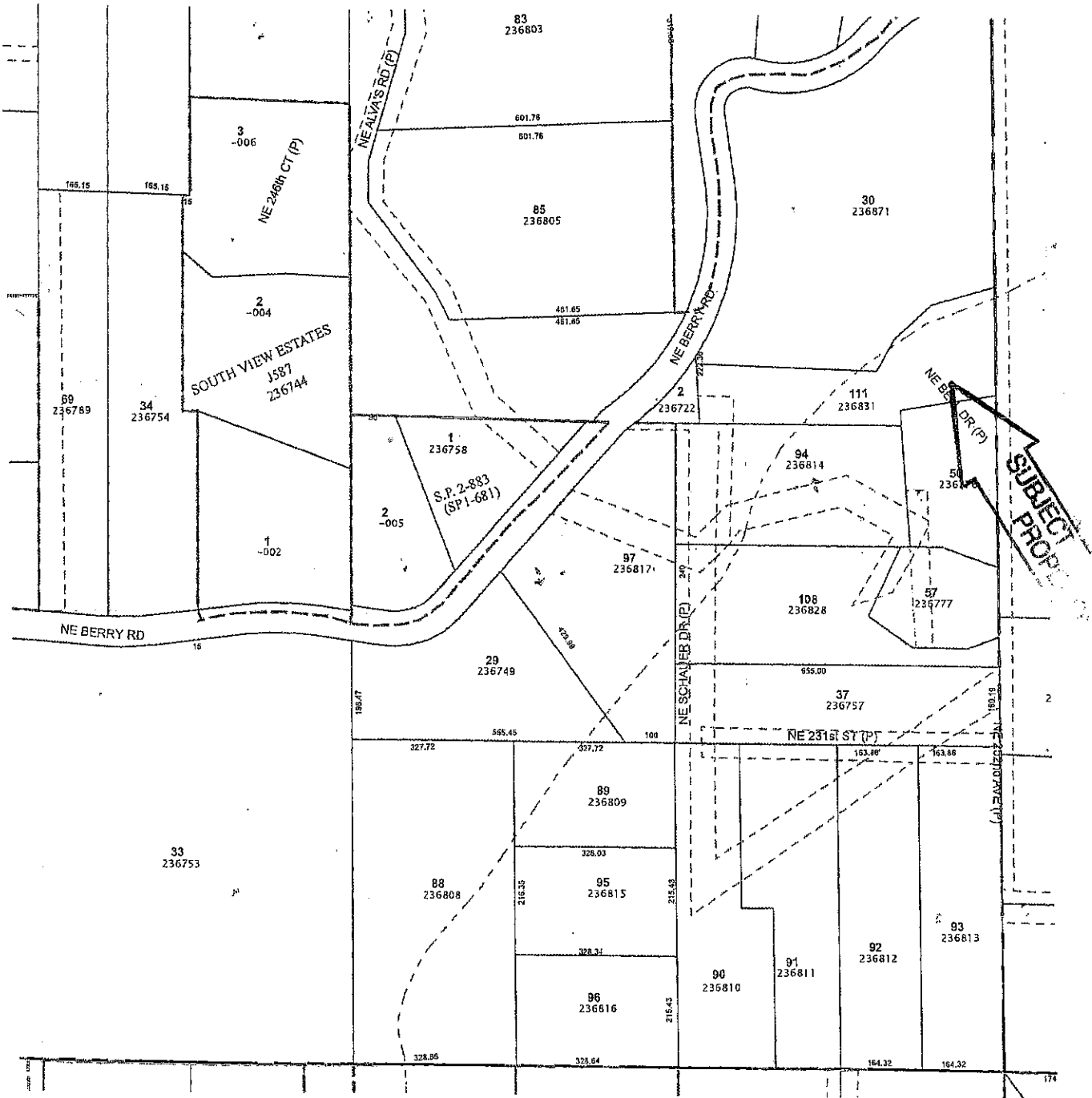
PARCEL II

A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

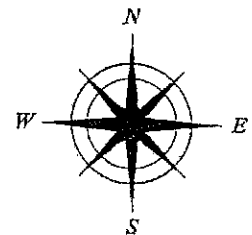
BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT ALSO BEING THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO MILLER BY PETERSON UNDER AUDITOR'S FILE NO. 8909220012; THENCE NORTH  $0^{\circ}48'49''$  EAST ALONG THE WEST LINE OF THE ABOVE DESCRIBED TRACT, A DISTANCE OF 126.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH  $87^{\circ}23'05''$  EAST ALONG THE NORTH LINE OF SAID MILLER TRACT, A DISTANCE OF 419.43 FEET; THENCE NORTH  $29^{\circ}22'53''$  EAST, A DISTANCE OF 28.61 FEET; THENCE NORTH  $87^{\circ}23'05''$  WEST, A DISTANCE OF 433.12 FEET TO THE WEST LINE OF THE SAID EAST HALF; THENCE SOUTH  $0^{\circ}48'49''$  WEST ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 25.56 FEET TO THE TRUE POINT OF BEGINNING.

# Clark County Title

1400 Washington St., Suite 100  
 P.O. Box 1308 • Vancouver, WA 98660  
 Telephone (360) 694-4722 • Fax (360) 694-4734 • www.clarkcountytile.com



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"*