

# Marshall

## TITLE & ESCROW

8318 W. Gage Blvd. Suite C Kennewick, WA 99336  
Phone: (509) 783-2101 • Fax: (509) 783-2119

Order No. 11-1446-JV


Re: 128942000008000 (Gibbs)  
12011 N. Wilgus Rd., Prosser, WA 99350

Copies

Kirsten Yniguez  
Benton County Treasurer  
5600 W. Canal Place  
Kennewick, WA 99336

1

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Jose A. Vidaurri, *Authorized Signatory*



Issued by

*First American Title Insurance Company*



**First American**

*First American Title Insurance Company*

**LITIGATION GUARANTEE**

LIABILITY **\$1,000.00**

ORDER NO.: **11-1446-JV**

FEE **\$172.00**

TAX **\$14.28**

GUARANTEE NO.: **5015853-1416**

YOUR REF.: **128942000008000**

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

**BENTON COUNTY TREASURER**

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;
2. The necessary parties defendant in an action to foreclose delinquent General Property Taxes and/or Irrigation Assessments are as herein stated.

**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.**

**Effective date: July 25, 2011 at 8:00 a.m.**

**Prepared By:**

**Marshall Title & Escrow  
8318 W. Gage Blvd., Ste. C  
Kennewick, WA 99336  
(509) 783-2101**

  
\_\_\_\_\_  
**Jose A. Vidaurri, Authorized Signatory**

## SCHEDULE A

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

**Marnie Gibbs, an unmarried person**

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 Benton, and is described as follows:

**That portion of the West Half of the of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington, Lying Southerly of State Road No. 3 and North of the Sunnyside Main Canal; EXCEPT that portion of the West Half of the West Half of the Northwest Quarter lying Southerly of State Road No. 3;**  
**ALSO EXCEPT that portion of the Southwest Quarter of the Northwest Quarter described as follows:**  
**Beginning at the intersection of the South right of way line of State road No. 3 and the West line of the East Half of the Southwest Quarter of the Northwest Quarter;**  
**Thence Southeasterly along said South right of way line 209 feet;**  
**Thence South parallel with the East line of said subdivision 418 feet;**  
**Thence Northwesterly parallel with said South right of way line 209 feet to the West line of said subdivision;**  
**Thence North 418 feet, more or less, to the point of beginning;**  
**ALSO EXCEPT that portion thereof conveyed to Benton County by deed recorded June 30, 1975, under Auditor's File No.93-205;**  
**ALSO EXCEPT Road right of ways;**  
**TOGETHER WITH that portion of the Northwest Quarter of the Southeast Quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County, lying Northwesterly of the Sunnyside Main Canal;**  
**EXCEPT the North 3 acres of that portion thereof lying Southwesterly of State Road No. 3.**

**Parcel No.: 1-2894-200-0008-000**

**Address: 12011 N. Wilgus Road, Prosser, WA 99350**

**EXCEPTIONS:**

1. **Liability to future assessments levied by Grandview Irrigation District, if any.**
2. **Easement disclosed by instrument therein:**  
**Recorded: June 23, 1915**  
**Recording No.: 44033**  
**For: Waterways**  
**Affects: Portion of said premises**
3. **Easement disclosed by instrument therein:**  
**Recorded: March 1, 1916**  
**Recording No.: 47459**  
**For: Waterways**  
**Affects: Portion of said premises**
4. **Rights of ways for pipelines, ditches, canals, flumes, if any cross said premises, together with the right to enter thereon for the purpose of repair and maintenance thereof pursuant to Irrigation District Deed:**  
**Recorded: March 9, 1961**  
**Recording No.: 452051**  
**Affects: Portion of said premises**
5. **Rights of ways for pipelines, ditches, canals, flumes, if any cross said premises, together with the right to enter thereon for the purpose of repair and maintenance thereof pursuant to Irrigation District Deed:**  
**Recorded: June 2, 1961**  
**Recording No.: 456991**  
**Affects: Portion of said premises**
6. **Waiver of Claim for damages and Consent to Locate as set out in instrument recorded December 2, 1987, under Auditor's File No. 87-1855;**  
**Affects: Portion of said premises**
7. **Waiver of Claim for damages and Consent to Locate as set out in instrument recorded December 2, 1987, under Auditor's File No. 87-18560;**  
**Affects: Portion of said premises**
8. **Waiver of Claim for damages and Consent to Locate as set out in instrument recorded December 2, 1987, under Auditor's File No. 87-18565;**  
**Affects: Portion of said premises**

**Exceptions, continued on next page**

**Exceptions, continued**

**File No. 11-1446-JV**

- 9. Deed of Trust and the Terms and Conditions thereof:**  
**Grantor:** Marnie Gibbs, an unmarried person  
**Trustee:** Benton Franklin Title Company  
**Beneficiary:** Steven M. Bobman  
**Original Amount:** \$135,000.00  
**Dated:** October 9, 2000  
**Recorded:** December 21, 2000  
**Recording No.:** 2000-032734  
**Affects:** Said premises and other lands

**Said instrument was modified by agreement:**

**Dated:** April 12, 2022  
**Recorded:** June 4, 2002  
**Recording No.:** 2002-022003

**Said instrument was modified by agreement:**

**Dated:** March 7, 2003  
**Recorded:** March 12, 2003  
**Recording No.:** 2003-011111

- 10. Deed of Trust and the Terms and Conditions thereof:**  
**Grantor:** Marnie Gibbs, an unmarried person  
**Trustee:** Benton Franklin Title Company  
**Beneficiary:** Lavanda S. Baltzell, as to an undivided 50% interest and Prince Ella Finley, Trustee for the Revocable Living Trust of Leo and Prince Ella Finley, as to an undivided 50% interest  
**Original Amount:** \$135,000.00  
**Dated:** October 9, 2000  
**Recorded:** December 21, 2000  
**Recording No.:** 2000-032735  
**Affects:** Said premises and other lands

- 11. Deed of Trust and the Terms and Conditions thereof:**  
**Grantor:** Marnie Gibbs  
**Trustee:** Benton Franklin Title Company  
**Beneficiary:** Steven M. Bobman  
**Original Amount:** \$52,158.18  
**Dated:** June 18, 2008  
**Recorded:** July 3, 2008  
**Recording No.:** 2008-019761  
**Affects:** Said premises and other lands

**Exceptions, continued on next page**

**Exception, continued**

**File No. 11-1446-JV**

**12. Deed of Trust and the Terms and Conditions thereof:**

**Grantor:** Marnie Gibbs  
**Trustee:** Benton Franklin Title Company  
**Beneficiary:** Steven M. Bobman  
**Original Amount:** \$100,000.00  
**Dated:** June 18, 2008  
**Recorded:** July 3, 2008  
**Recording No.:** 2008-019762  
**Affects:** Said premises and other lands

**13. The records disclose no approved manufactured home title elimination application (form TD 420-730) for any mobile home or manufactured home which may be situated upon said premises. In the absence of such recorded approval, said mobile or manufactured home is personal property, not real property and therefore will not be covered by the proposed title insurance. A title insurance policy covers only those real property rights which are subject to the recording statutes. Said personal property right or interest are not covered by the policy.**

**14. Delinquent assessment levied by Grandview Irrigation District for the years 2007, 2008, 2009, 2010 and 2011 in the respective sums of \$13,827.00, \$13,827.00, \$14,078.40, \$14,078.40 and \$14,078.40, plus interest and penalties.**

**15. Terms, Covenants and Conditions contained in Application for Current use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, penalties and interest upon breach of, or withdrawal from, said classification.**

**16. Delinquent Current Use Taxes for the years 2007, 2008, 2009, 2010 and 2011 in the respective amounts of \$1,259.85, \$ 1,277.80, \$2,345.03 , \$2,049.64 and \$2,096.35 plus interest. The original amount of General Taxes for 2007, 2008, 2009, 2010 and 2011 without the Current Use Exemption was \$4,317.46, \$4,388.90, \$5,563.14, \$5,861.68 and \$5,912.35.**

**Affects:** Herein described property  
**Tax Account No.:** 1-2894-200-0008-000

**END**

<b>INFORMATIONAL NOTES</b>
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- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. 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.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Note: Unless the property described in this report is located in King, Pierce or Spokane Counties no search of the records of the United States Bankruptcy Court has been made.



### ATTORNEY'S INFORMATION

Being an action to foreclose delinquent General Property Taxes and/or Irrigation Assessments.

City in which said land is located: **Prosser**

Necessary parties to be made defendants in an action to be brought by the Assured, are as follows:

- A. Parties in possession.
- B. Marnie Gibbs  
P.O. Box 1250  
Prosser, WA 99350  
Vested Owner
- C. Steven M. Bobman  
8903 Gravelly Lake Drive SW  
Lakewood, WA 98499-3149  
Exception No. 9
- D. Lavanda S. Baltzell and Prince Ella Finley  
W. 21 West River Drive  
Elma, WA 98541  
Exception No. 10
- E. Steven M. Bobman  
8501 – 45<sup>th</sup> Street West  
University Place, WA 98466  
Exception No. 11 & 12



*First American Title*

## Litigation Guarantee

ISSUED BY

**First American Title Insurance Company**

# Guarantee

GUARANTEE NUMBER

**5015853-1416**

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,

### **FIRST AMERICAN TITLE INSURANCE COMPANY**

a California corporation, herein called the Company

#### **GUARANTEES**

the Assured named in Schedule A of this Guarantee

herein called 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 shown in Schedule A,

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; AND
2. The necessary parties defendant in an action to foreclose on Instrument No. are as herein stated.

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**First American Title Insurance Company**



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land

expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.

(c) The identity of any party shown or referred to in Schedule A.

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "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.

(e) "date": the effective date.

### 2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided,

however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### 5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

### 6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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 or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

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, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

### 7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

interest subject to any defect, lien or encumbrance assured against by this Guarantee.

### 8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

### 9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

### 10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

### 11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company 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 the claim had this Guarantee not been issued.

If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### 12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation.

All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 13. Liability Limited to This Guarantee; Guarantee Entire Contract.

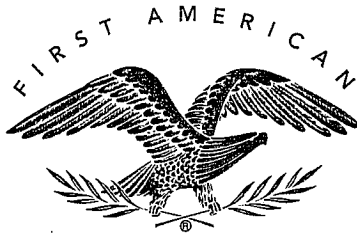
(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 14. 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 **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707.**



*First American Title*

Barbara Wagner, Assessor  
Benton County, Washington

GIS Mapping

Back To Search      Base Layer Visibility  **Aerial** **Street** **Hybrid**      Map Layers

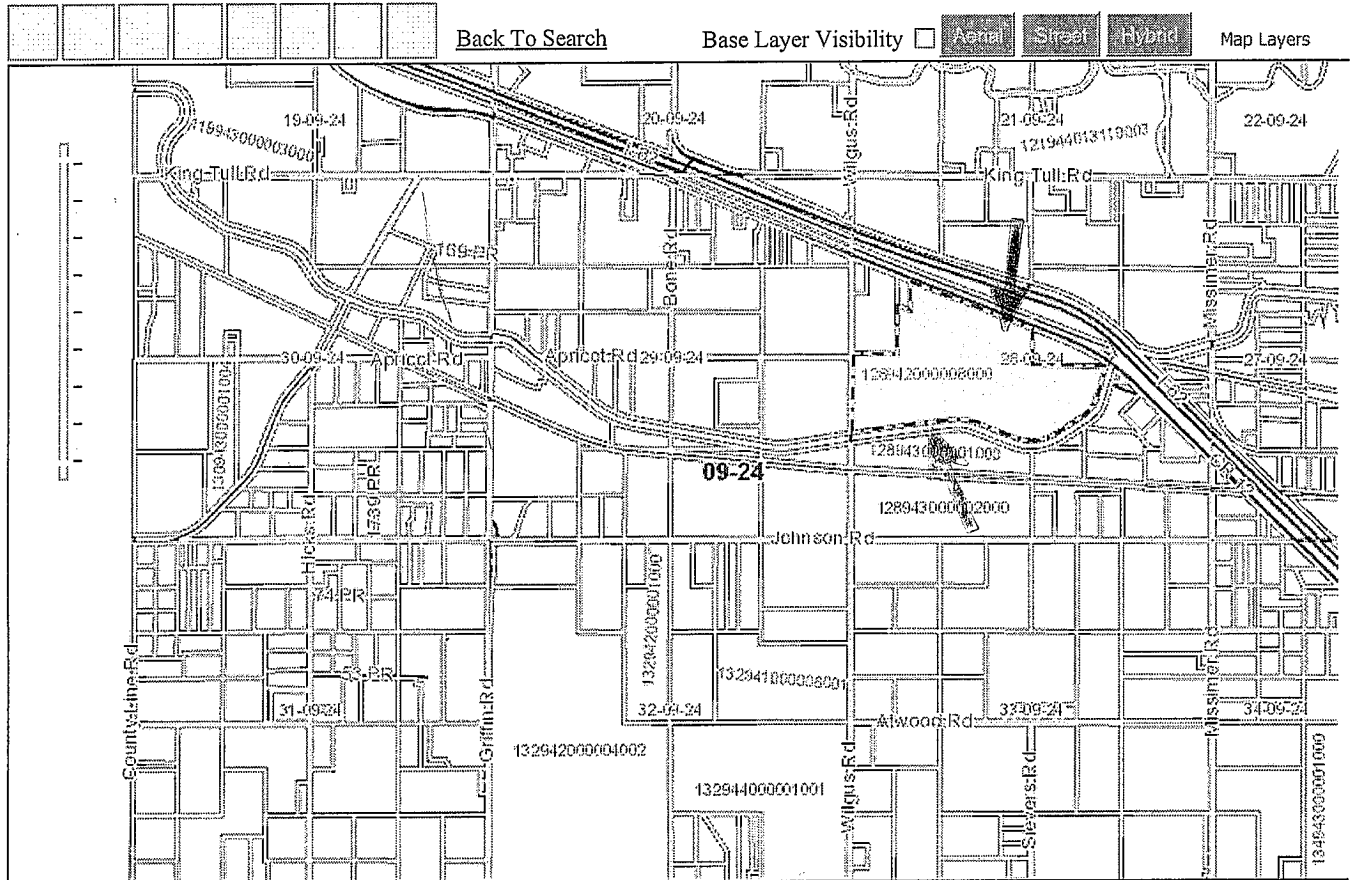
Parcel Number: 12894200008000

Property Details Link: [To Property Details](#)



**Barbara Wagner, Assessor  
Benton County, Washington**

**GIS Mapping**



<b>Parcel Number</b>	<b>Property Details Link</b>
128942000008000	<a href="#">To Property Details</a>





2000-032733  
Page: 1 of 3  
12/21/2000 01:03P  
Benton County

*Real*  
EXCISE TAX PAID  
\$ 1958.40  
DE 20 00 P 00392

When Recorded Return To:  
MARNIE GIBBS  
P O BOX 186  
GRAHAM, WA 98336  
BENTON COUNTY WA

Escrow No. S4712  
Order No. bt-57599/dk

LPB-10

**STATUTORY WARRANTY DEED**

Reference Numbers of related documents: on page of document  
Grantor(s): WILLIAM KELLY and JANET KELLY Additional Names on page of document  
Grantee(s): MARNIE GIBBS Additional Names on page of document  
Legal Description (abbreviated): SECTION 28, TOWNSHIP 9 NORTH, RANGE 24 EAST, W.M.  
Full legal on page 3 of document  
Assessor's Property Tax Parcel Account Number(s): 1-2894-100-0008-000/1-2894-200-0008-000/  
1-2894-400-0010-000

THE GRANTOR WILLIAM KELLY and JANET KELLY, husband and wife for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, conveys and warrants to MARNIE GIBBS, an unmarried person the following described real estate, situated in the County of BENTON, State of Washington:

See Exhibit "A" attached hereto and made a part hereof.

Assessor's Property Tax Parcel Account Number(s):  
1-2894-100-0008-000/1-2894-200-0008-000/1-2894-400-0010-000

SUBJECT TO rights reserved in federal patents, state or railroad deeds, building or use restrictions general to the area, zoning regulations, utility easements of record, and rights of way or easements shown on the plat or visible by inspection, reserved oil and/or mineral rights, and any future adjudication of surface water rights by any appropriate federal and/or state proceeding.

SUBJECT TO Agreement, including the terms, covenants and provisions thereof, entered into; between James Sloss, a bachelor, and The United States and the Grandview Irrigation District, recorded January 23, 1915, Recording No. 44033, providing right to construct and maintain irrigation waterways.

SUBJECT TO Agreement, including the the terms, covenants and provisions thereof, entered into; between Sarah Phillips, a widow, and The United States and the Grandview Irrigation District, recorded March 1, 1916, Recording No. 47459, providing the right to construct and maintain irrigation waterways.

SUBJECT TO easement, including the terms, covenants and provisions thereof; recorded March 9, 1961 and June 2, 1961, Recording Nos. 452051 and 456991, in favor of Grandview Irrigation District, for right of way for roads, ditches, laterals, drains, pipelines and flumes.

SUBJECT TO Waiver of Claim of Damages and Consent to Locate Road, recorded December 2, 1987, under Auditor's File Nos. 87-18558, 87-18560, 87-18565 giving and granting unto Benton County, Washington the said right of way with full power and authority to examine, survey, layout and establish said road as proposed and to perpetually maintain the same as a County Road.

SUBJECT TO any questions that may arise relative to the location of the South line of the North 3 acres referenced in the captioned legal description.

SUBJECT TO right-of-way for Wilgus Road, if any, and any easement rights of adjoining properties or the public to that portion of the land included within such right-of-way, as disclosed by matters of record.

SUBJECT TO encroachments or questions of location, boundary and area, which an accurate survey may disclosed; public or private easements, rights or claims of persons in possession, and material or labor liens not disclosed by the real property records which, under the recording laws, impart constructive notice; water rights and matters relating thereto; exceptions and reservations in United States Patents.

SUBJECT TO future general taxes and future assessments by Mosquito District, Noxious Weed District and Grandview Irrigation District.

Dated this Ninth day of October, 2000



William Kelly  
WILLIAM KELLY

Janet Kelly  
JANET KELLY

State of ~~Washington~~ Oregon }  
County of ~~Benton~~ Umatilla } ss

I certify that I know or have satisfactory evidence that WILLIAM KELLY and JANET KELLY is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 10/16/00

Kathleen West

Notary Public in and for the State of ~~Washington~~  
residing at Oregon  
My appointment expires: 7/31/01





2000-032733  
Page: 3 of 3  
12/21/2000 01:03P  
Benton County

Exhibit A

PARCEL A:

That portion of the Southwest quarter of the Northeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3.

PARCEL B:

That portion of the West half of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3 and North of the Sunnyside Main Canal; EXCEPT that portion of the West half of the West half of the Northwest quarter lying Southerly of State Road No. 3; EXCEPT that portion of the Southwest quarter of the Northwest quarter described as follows:

Beginning at the intersection of the South right of way line of State Road No. 3 and the West line of the East half of the Southwest quarter of the Northwest quarter; thence Southeasterly along said South right of way line 209 feet; thence South parallel with the East line of said subdivision 418 feet; thence Northwesterly parallel with said South right of way line 209 feet to the West line of said subdivision; thence North 418 feet, more or less, to the point of beginning; EXCEPT that portion thereof conveyed to Benton County by deed recorded June 30, 1975, under Auditor's File No. 93205; and EXCEPT roads, TOGETHER WITH that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24, East, W.M., Benton County, Washington lying Northwesterly of the Sunnyside Main Canal; EXCEPT the North 3 acres of that portion thereof lying Southwesterly of State Road No. 3.

PARCEL C:

The North 3 acres of that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County Washington lying North of the Sunnyside Main Canal and Southwesterly of State Road No. 3.

44035

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That James Sloss, a bachelor, of King, county, Washington, in consideration of One Dollar (\$1.00) to him in hand paid, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the UNITED STATES the right to construct such irrigation waterways as may be constructed by the United States, acting in pursuance of the Reclamation Act of June 17, 1902, (32 Stat., 398) and acts amendatory thereof and supplementary thereto, over and across the

Northwest quarter of section 28, township 9, north, range 24 East W. M. in Benton county, Washington

and to the Grandview Irrigation Distract, excepting North Coast R. R. right of way and a 5 acre tract belonging to Sarah Phillips, the said grantors hereby convey and quit claim the perpetual right to maintain said waterways; provided that the said right of way be limited to 20 feet in width for sub-laterals, being 10 feet on each side of the center line thereof, and 50 feet for main laterals being 20 feet on upper side and 30 feet on lower side.

IN WITNESS WHEREOF we have executed the foregoing instrument this 23rd day of January, 1915.

Witness to signature  
O. D. Polley  
W. B. Kane

James Sloss

State of Washington  
County of King

I, W. B. Kane, a notary public in and for the state of Washington, do hereby certify that on this 23rd day of January, A. D. 1915, personally appeared before me James Sloss, a bachelor, to me known to be the individual described in, and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of January, A. D. 1915.

(Seal)  
W. B. Kane  
Notary public  
State of Washington  
Commission expires Dec. 28, 1917

W. B. Kane  
Notary public, residing at Black Diamond

Filed for record at the request of Andrew Brown, June 23, 1915 at 10:40 A. M.

*C. C. Smith*  
County Auditor

49459

QUIT CLAIM DEED

Know All Men by These Presents, That Sarah Phillips, a widow, of Pierce county, Washington, in consideration of one dollar (\$1.00) to her in hand paid, the receipt whereof is hereby acknowledged does hereby remise, release and quit claim unto the United States the right to construct such irrigation waterways as may be constructed by the United States, acting in pursuant of the Reclamation Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, over and across the East 1/2 of SE 1/4 of SW 1/4 of NW 1/4 of Section 28, township 9, North, range 24, East W. M., in Benton county, Washington; and to the Grandview Irrigation District, the said grantors hereby convey and quit claim the perpetual right to maintain said waterways; provided that the said right of way be limited to 20 feet in width, being 10 feet on each side of the center line thereof.

In Witness Whereof, we have executed the foregoing instrument, this 20th day of January, 1915.

Witnesses to Mark  
Sophie Phillips  
W. J. Cothary

Sarah her  
X Phillips  
mark

state of Washington  
County of Pierce ss

I, T. J. Anderson, a notary public in and for the State of Washington, do hereby certify that on this 20th day of January, A. D. 1915, personally appeared before me Sarah Phillips, a widow, to me known to be the individual described in, and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of January, A. D. 1915.

(Seal)  
T. J. Anderson  
Notary public  
State of Washington  
Commission expires Oct. 6, 1916

T. J. Anderson  
Notary public in and for the state of  
Washington, residing at Wilkeson,  
Washington.  
My commission expires Oct. 6th, 1916

Filed for record at the request of L. D. Geany, Mar. 11, 1916 at 4:10 P. M.

*J. B. Simpson*  
County Auditor

\*\*\*\*\*

452051

Filed for record MAR 9 1987 8:31 AM  
Request of Moon & Horton  
Box V, Grandview, Washington  
VERNER MILLER, County Auditor

IRRIGATION DISTRICT DEED

THIS DEED, made by the GRANDVIEW IRRIGATION DISTRICT, a Public Corporation, duly organized, under and by virtue of the laws of the State of Washington, as Grantor, and F. LYLE WANDLING and J. L. WANDLING, a partnership, d/b/a WANDLING BROTHERS, as Grantees,

WITNESSETH:

WHEREAS, the Grantor duly and regularly acquired title to the real property hereinafter described, and,

WHEREAS, the Board of Directors of the Grantor District have appraised and have found that the fair market value of the real property hereinafter described is equal to or less than the amount the Grantees have offered to pay for said real property, and,

WHEREAS, the Board of Directors of the Grantor District have found that said land is not needed for District purposes and that it is for the best interests of said District to accept said offer and sell said premises to the Grantees for said sum, which facts have been entered upon its records, and by resolution have authorized and directed the President and Secretary of the Board of Directors of the Grandview Irrigation District to convey said premises to the Grantees for the consideration hereafter set forth;

NOW THEREFORE, the Grandview Irrigation District, a Public Corporation, as Grantor, for and in consideration of the sum of One Thousand Five Hundred Ninety-One and 20/100 (\$1,591.20) Dollars to it in hand paid by F. Lyle Wandling and J. L. Wandling, does grant, bargain, sell and convey unto F. Lyle Wandling and J. L. Wandling, a partnership, d/b/a Wandling Brothers, grantees, its heirs and assigns, the following described real property, located and situated in the County of Benton, State of Washington, to-wit:

All that portion of the West half of Section 28, Township 9 North, Range 24 east, W. M., lying South of State Highway No. 3 and North of Sunnyside Main Canal, EXCEPT that portion of West half of West half of Northwest quarter lying South of State highway and EXCEPT that portion of southwest quarter of northwest quarter described as follows: Beginning at intersection of South right of way line of State Highway No. 3 and West line of East half of Southwest quarter of northwest quarter; thence southeasterly along said south right of way line 209 feet; thence south parallel with east line of said subdivision 418 feet; thence northwesterly parallel with said south right of way line 209 feet to the west line of said subdivision; thence north 418 feet more or less to point of beginning and EXCEPT roads.

SUBJECT TO: Easements and rights of way over and across said premises, water, water rights and matters relating thereto, rights of way and easements for roads, ditches, laterals, drains, pipe lines, flumes and other servitudes over and across said premises, if in fact any portion thereof is burdened thereby, and future annual irrigation and drainage district charges and assessments, and subject also to the records of Benton County, Washington, including County Treasurer's records and County Assessor's records relating to acreage, irrigation water, and taxes.

IN WITNESS WHEREOF, said Corporation has caused this instrument to be executed by its proper officers and its seal to be hereto affixed this 7 day of March, 1961.



GRANDVIEW IRRIGATION DISTRICT

By: Gilbert N. Bonlie  
President

Attest: W. A. Mitchell  
Secretary

STATE OF WASHINGTON )  
County of Yakima ) ss

On this 7 day of March, 1961, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned, sworn and qualified, personally appeared Gilbert N. Bonlie and W. A. Mitchell, to me known to be the President and Secretary respectively of the Grandview Irrigation District, 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 they were authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and seal hereto affixed, the day and year in this certificate above written.



W. A. Mitchell  
Notary Public in and for the State of Washington, residing at Grandview.

RESOLUTION

WHEREAS, the Grandview Irrigation District called for bids for the sale of certain lands owned by said District, and,

WHEREAS, Louis J. Byrd has bid the sum of \$1,591.20 for the following described real property situated in Benton County, Washington, as shown in said Call for Bids, described as follows:

All that portion of the West half of Section 28, Township 9 North, Range 24 east, W. M., lying south of State Highway No. 3 and North of Sunnyside main canal, EXCEPT that portion of West half of West half of Northwest quarter lying South of State Highway and EXCEPT that portion of Southwest quarter of Northwest Quarter described as follows: Beginning at the intersection of South right of way line of State Highway No. 3 and West line of East half of Southwest quarter of Northwest quarter; thence Southeasterly along said South right of way line 209 feet; thence South parallel with east line of said subdivision 418 feet; thence Northwesterly parallel with said South right of way line 209 feet to the West line of said subdivision; thence North 418 feet more or less to point of beginning and EXCEPT roads.

WHEREAS, said bid set forth above is the highest and best bid received by said district for said land, and,

WHEREAS, the said Louis J. Byrd has assigned all of his right, title and interest in and to said bid unto F. Lyle Wandling and J. L. Wandling, d/b/a Wandling Brothers, of Box 97, Mabton, Washington, and which assignment is satisfactory to this district;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Grandview Irrigation District that they accept the bid as hereinabove set forth, and that they do hereby ratify and approve said assignment by Louis J. Byrd to the said Wandling Brothers, and that the President and Secretary are directed to issue proper instruments to be executed in accordance therewith to convey said property, subject to the terms and conditions set forth in that certain resolution calling for bids for the purchase of said lands, said instruments of conveyance to be in favor of the said Wandling Brothers.



GRANDVIEW IRRIGATION DISTRICT  
By: Gilbert N. Bonie President  
Attest: W. A. Mitchell Secretary

STATE OF WASHINGTON)  
County of Yakima ) ss

I, W. A. MITCHELL, Secretary of the Grandview Irrigation District, do hereby certify that the foregoing is a full, true and correct copy of a Resolution unanimously passed by the Board of Directors of the Grandview Irrigation District at a meeting held on the 7th day of March, 1961, and that the seal affixed is the seal of said corporation.

*W. A. Mitchell*  
Secretary of the Grandview Irrigation District.



456991

FILED BY \_\_\_\_\_

VOLUME.....PAGE  
INDEXED BY *[Signature]*  
CHECKED BY *[Signature]*

JUN 2 8 45 AM '61

VERNER HILLER, AUDITOR

IRRIGATION DISTRICT DEED

DEPUTY

RECORDED IN VOL. *[Signature]*

THIS DEED, made by the Grandview Irrigation District, a public corporation, duly organized, under and by the laws of the State of Washington, as Grantor, and F. Lyle Wandling and J. L. Wandling, doing business as Wandling Brothers, as Grantees,

WITNESSETH:

WHEREAS, the Grantor duly and regularly acquired title to the real property hereinafter described as disclosed by Deed recorded in 1928 under Benton County Auditor's File No. 109917, and

WHEREAS, the Board of Directors of the Grantor District have appraised and have found that the fair market value of the real property hereinafter described is equal to or less than the amount the Grantees have offered to pay for said real property, and

WHEREAS, the Board of Directors of the Grantor District have found that said land is not needed for district purposes and that it is for the best interests of said district to accept the offer of the Wandling Brothers and sell said premises to the Grantees for the sum of \$369.72, which facts have been entered upon its records, and by resolution have authorized and directed the President and Secretary of the Board of Directors of the Grandview Irrigation District to convey the said premises to the Grantees for the consideration set forth,

NOW THEREFORE, the Grandview Irrigation District, a public corporation, as Grantor, for and in consideration of the sum of Three Hundred Sixty-Nine and 72/100 (\$369.72) Dollars to it in hand paid by F. Lyle Wandling and J. L. Wandling, doing business as Wandling Brothers, does hereby grant, bargain, sell and convey unto the said Wandling Brothers, Grantees, their heirs and assigns,

*Mail to: Philip Noon  
109 West Second Street  
Grandview, Wash* Page One.

VOL 191 PAGE 184

the following described real property located and situated in the County of Benton, State of Washington, to-wit:

That portion of the Northwest Quarter of the Southeast Quarter of Section 28, Township 9 North, Range 24, E. W.M., lying Northwesterly of the Sunnyside Main Canal, EXCEPT the North three acres of that portion thereof lying Southwesterly of State Highway No. 3.

Subject to: Easements and rights of way over and across said premises, water, water rights and matters relating thereto, rights of way and easements for roads, ditches, laterals, drains, pipelines, flumes and other servitudes over and across said premises, if in fact any portion thereof is burdened thereby, and future annual irrigation and drainage district charges and assessments, if any.

IN WITNESS WHEREOF, said Corporation has caused this instrument to be executed by its proper officers and its seal to be hereto affixed this 2 day of May, 1961.



GRANDVIEW IRRIGATION DISTRICT

By: Gilbert N. Bonlie  
President

Attest: W. A. Mitchell  
Secretary

STATE OF WASHINGTON )  
County of Yakima ) ss

On this 2 day of May, 1961, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned, sworn and qualified, personally appeared GILBERT N. BONLIE and W. A. MITCHELL, to me known to be the President and Secretary, respectively, of the Grandview Irrigation District, 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 they were authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and seal hereto affixed, the day and year in this certificate above written.



Philip [unclear]  
Notary Public in and for the State of Washington, residing at Grandview.

RESOLUTION

WHEREAS, the Grandview Irrigation District is the owner of the following described real property, situated in Benton County, Washington, to-wit:

That portion of the Northwest Quarter of the Southeast Quarter of Section 28, Township 9 North, Range 24, E. W.M., lying Northwesterly of the Sunnyside Main Canal, EXCEPT The North three acres of that portion thereof lying Southwesterly of State Highway No. 3.

WHEREAS, said property is of no further use to the Grandview Irrigation District, but is surplus, and

WHEREAS, it would be beneficial to the Grandview Irrigation District to sell said surplus real property, and the Wandling Brothers have offered the sum of Three Hundred Sixty Nine and 72/100 (\$369.72) Dollars for said property which is a fair and equitable price,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Grandview Irrigation District, that said real property hereinabove described be and the same is hereby declared to be surplus and excess to the needs of the District and the President and Secretary of the Grandview Irrigation District are hereby empowered, authorized and directed to draw a Deed and to transfer the said property to F. Lyle Wandling and J. L. Wandling, doing business as Wandling Brothers, for and in consideration of the sum of Three Hundred Sixty-Nine and 72/100 (\$369.72) Dollars, said sum to be payable in cash prior to the delivery of the said Deed.

GRANDVIEW IRRIGATION DISTRICT

By: Gilbert Bonie  
President

Attest: W. A. Mitchell  
Secretary

STATE OF WASHINGTON )  
County of Yakima ) SS

I, W. A. MITCHELL, Secretary of the Grandview Irrigation District, do hereby certify that the foregoing is a full, true and correct copy of a Resolution unanimously passed by the Board of Directors of the Grandview Irrigation District at a meeting held the 4 day of April, 1961, and that the seal affixed is the seal of said Corporation.

W. A. Mitchell  
Secretary of the Grandview Irrigation District.

Subscribed and sworn to before me this 2nd day of May 1961.

Phillip Cron  
Notary Public in and for the State of Washington, residing at Grandview.



VOL 498 PAGE 184  
Wainer

FILE JOB 87-18558

DEC 2 10 03 AM '97

BOBBI FISHER, AUDITOR  
DEPUTY  
REGISTERED IN VOL 498

IN THE MATTER OF ROAD PETITIONED FOR BY

Wainer

J.W. Woodson & Mrs. Fred G. Belle and others

The undersigned, Sarah P. Phillips and  
husband and wife, being the present owner of the following described land,  
do in consideration of the benefits and advantages to accrue to them from by the location  
and establishment of the County Road petitioned for by above parties  
and others, hereby consent that said road be established as surveyed, and forever relinquish unto Benton County a  
Right-of way twenty feet in width, over, across and through along the east side  
of my tract (E 1/2 of the) & 1/2 of the  
S E 1/4 of the N.W. 1/4 of Section  
28 Township 9 North, Range 24, and waive all claims

for damages of whatever kind which may be occasioned to said land or any portion of the same, by the location,  
establishment and opening of said road, giving and granting unto said Benton County the right-of-way with full  
power and authority to locate, lay out and establish said road as proposed, and perpetually maintain the same as a  
County Road.

IN WITNESS WHEREOF, have hereunto set hand this  
day of \_\_\_\_\_, 191\_\_

Sarah P. Phillips  
Sarah Phillips

\* Owner or Lessee.

(OVER)

8-9

0013

Road No. \_\_\_\_\_

**Consent to Give**  
**Right-of-Way**  
 and  
**Waiver of Claim**  
 for Damages on Account of Road  
 Petitioned for by

\_\_\_\_\_

and others.

\_\_\_\_\_

STATE OF WASHINGTON, SS.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 191\_\_\_\_, before me, Notary Public in and for the State of Washington, duly commissioned and sworn, personally came \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_


State of Washington )  
County of Benton ) ss.

AFFIDAVIT OF BENTON  
COUNTY ROAD ENGINEER


DENNIS D. SKEATE, being first duly sworn on oath, deposes and says:

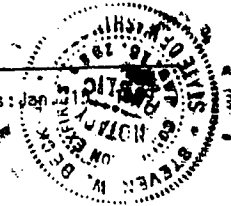
1. I am the Benton County Road Engineer appointed by the Board of County Commissioners pursuant to RCW 36.80.010.
2. I maintain an office in the Benton County Courthouse located at the County seat of Prosser, Washington.
3. Pursuant to RCW 36.80.015, the records and books in the County Road Engineer's Office are public records, and are open to the inspection and examination of the public at all proper times.
4. Pursuant to RCW 36.80.040, the Office of County Engineer is an office of record.
5. On record in the Office of County Engineer and filed in the office are all matters concerning the public roads, highways, bridges, ditches, and other surveys of Benton County, with the original papers, documents, petitions, surveys, repairs, and other papers, in order to have the complete history of any such road, highway, bridge, ditch, or other survey.
6. The attached document is on record and filed in the office of County Engineer:

title: Waiver  
date:  
number: 0013

  
DENNIS D. SKEATE  
Benton County Engineer

Subscribed and Sworn to before me this 2nd day of December,  
1987 by Dennis D. Skeate.

  
NOTARY PUBLIC  
(Appointment Expires: Jan)



Wainner  
VOL 498 PAGE 186

FILED 87-18560

Dec 2 10 04 AM '17

BOBBIE GAGNER, AUDITOR  
DEPUTY  
RECORDED IN VOL 498

IN THE MATTER OF ROAD PETITIONED FOR BY

Wainner

J. W. Woodson & Mrs. Fred La Belle and others

The undersigned, ~~John Woodson~~ A. Z. Thompson and present owners of the following described land,  
husband and wife, being the present owners of the following described land,

do in consideration of the benefits and advantages to accrue to themselves by the location  
and establishment of the County Road petitioned for by above parties

and others, hereby consent that said road be established as surveyed, and forever relinquish unto Benton County a  
Right-of-way twenty feet in width, over, across and through along the east

side of Cloud being the 14 5/16 of Section

26 Township 9 North, Range 24, and waive all claims  
to my legal interest & equity, may appear  
for damages of whatever kind which may be occasioned to said land or any portion of the same, by the location,  
establishment and opening of said road, giving and granting unto said Benton County the right-of-way with full  
power and authority to locate, lay out and establish said road as proposed, and perpetually maintain the same as a  
County Road.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th  
day of Apr 1920 A. Z. Thompson

\* Owner or Lessee.

(OVER)



28-9

0011

Road No. \_\_\_\_\_

**Consent to Give  
Right-of-Way  
and  
Waiver of Claim  
for Damages on Account of Road  
Petitioned for by**

\_\_\_\_\_ and others.

STATE OF WASHINGTON, } SS.

County of \_\_\_\_\_, }  
On this \_\_\_\_\_ day of \_\_\_\_\_, 191\_\_\_\_, before me, Notary Public in  
and for the State of Washington, duly commissioned and sworn, personally came \_\_\_\_\_ to me known to be the

individual described in and \_\_\_\_\_ executed the within instrument and acknowledged to me that  
signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.  
Witness my hand and official seal the day and year first above written.

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


State of Washington )  
                          ) ss.  
County of Benton )

AFFIDAVIT OF BENTON  
COUNTY ROAD ENGINEER


DENNIS D. SKEATE, being first duly sworn on oath, deposes  
and says:

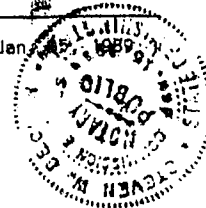
1. I am the Benton County Road Engineer appointed by the Board of County Commissioners pursuant to RCW 36.80.010.
2. I maintain an office in the Benton County Courthouse located at the County seat of Prosser, Washington.
3. Pursuant to RCW 36.80.015, the records and books in the County Road Engineer's Office are public records, and are open to the inspection and examination of the public at all proper times.
4. Pursuant to RCW 36.80.040, the Office of County Engineer is an office of record.
5. On record in the Office of County Engineer and filed in the office are all matters concerning the public roads, highways, bridges, ditches, and other surveys of Benton County, with the original papers, documents, petitions, surveys, repairs, and other papers, in order to have the complete history of any such road, highway, bridge, ditch, or other survey.
6. The attached document is on record and filed in the office of County Engineer:

title: Waiver  
date: April 8, 1920  
number: 0011

  
DENNIS D. SKEATE  
Benton County Engineer

Subscribed and Sworn to before me this 2nd day of December,  
1987 by Dennis D. Skeate.

  
NOTARY PUBLIC  
(Appointment Expires: Jan. 1, 1988)



STATE OF WASHINGTON } SS  
COUNTY OF BENTON

In the Matter of the Petition of

*John W. Woodson, Fred LaBelle et al.*  
for Viewing, Locating and Establishing a County Road  
in said County, to be known as the

Waiver of Claim for Damages  
And  
Consent to Locate Road

*Woodson La Belle* Road

We, the undersigned, being the *Petitioners for above road*

*land owner et al.* of the land mentioned in the description immediately  
all owing our respective names subscribed below, do, in consideration of the benefits and advantages  
to accrue to us by the location and establishment of the above proposed County Road, hereby consent  
that said road be established as surveyed, and forever relinquish unto Benton County, Washington,  
a right-of-way *Twenty* feet in width, and waive all claims for damages of whatever kind  
which may be occasioned to said land or any portion of the same, by the location, establishment and  
opening of said road.

Giving and Granting unto said Benton County the said right-of-way with full power and authority  
to locate, lay out and establish said Road as proposed, and to perpetually maintain the same as a  
County Road.

In Witness Whereof, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Insert Owner, Lessee or Encumbrancer.

SIGNATURE	PART OF SECTION	SEC.	TWP.	RANGE
<i>John W. Woodson</i>	<i>S.W. 1/4 of N.E. 1/4</i>	<i>25</i>	<i>9</i>	<i>24</i>
<i>Mrs. Fred LaBelle</i>	<i>N.W. 1/4 of N.E. 1/4</i>	<i>28</i>	<i>9</i>	<i>24</i>

FILED BY  
Dec 2 10 05 AM '07  
BOBBIE GAGNER, AUDITOR  
DEPUTY  
RECORDED IN VOL. 498

324 9 24 28  
28-9-24

No. \_\_\_\_\_  
In Road District No. \_\_\_\_\_  
County of Benton,  
State of Washington

In the Matter of the Petition of \_\_\_\_\_ et al.  
For Viewing, Locating and Establishing a County Road in said County to be known as the \_\_\_\_\_ Road

**Waiver of Claim for Damages  
And  
Consent to Locate Road**

EXTRACT FROM LAWS OF 1901, P. 202.  
Sec. 2 Provide that the said viewere  
shall receive from each person interested in such  
lands who will give the same, a statement in writ-  
ing, signed by such person, and consenting that  
such road be established as surveyed, and waiving  
all claims to damages on account thereof.

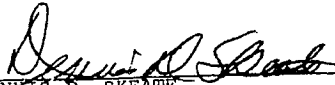
State of Washington )  
                          ) ss.  
County of Benton )

AFFIDAVIT OF BENTON  
COUNTY ROAD ENGINEER


DENNIS D. SKEATE, being first duly sworn on oath, deposes and says:

1. I am the Benton County Road Engineer appointed by the Board of County Commissioners pursuant to RCW 36.80.010.
2. I maintain an office in the Benton County Courthouse located at the County seat of Prosser, Washington.
3. Pursuant to RCW 36.80.015, the records and books in the County Road Engineer's Office are public records, and are open to the inspection and examination of the public at all proper times.
4. Pursuant to RCW 36.80.040, the Office of County Engineer is an office of record.
5. On record in the Office of County Engineer and filed in the office are all matters concerning the public roads, highways, bridges, ditches, and other surveys of Benton County, with the original papers, documents, petitions, surveys, repairs, and other papers, in order to have the complete history of any such road, highway, bridge, ditch, or other survey.
6. The attached document is on record and filed in the office of County Engineer:

title: Waiver of Claim for Damages and Consent to Locate Road  
date:  
number:

  
DENNIS D. SKEATE  
Benton County Engineer

Subscribed and Sworn to before me this 2ND day of December,  
1987 by Dennis D. Skeate.

  
NOTARY PUBLIC  
(Appointment Expires: Jan. 15, 1989 )





2000-032734  
Page: 1 of 3  
12/21/2000 01:03P  
Benton County

When Recorded Return To:

Escrow Pacific, LLC  
1001 Yakima Valley Hwy/P.O.BOX 1530  
Sunnyside, WA 98944

ESCROW No. S4712

LPB22

**DEED OF TRUST**  
*(For use in the State of Washington only)*

Reference Numbers of related documents: on page of documents

Grantor(s): **MARNIE GIBBS**

Grantee(s): **STEVEN M. BOBMAN**

Legal Description (abbreviated): **SECTION 28, TOWNSHIP 9 NORTH, RANGE 24, EAST, W.M.**

Full Legal on page 3 of document

Assessor's Property Tax Parcel Account Number(s): 1-2894-100-0008-000/ 1-2894-200-0008-001/  
1-2894-400-0010-001

THIS DEED OF TRUST, made this Ninth day of October 00, between **MARNIE GIBBS**, an unmarried person, GRANTOR, whose address is **P O BOX 186, GRAHAM, WA 98336**, **BENTON-FRANKLIN TITLE COMPANY**, TRUSTEE, whose address is **3315 W. CLEARWATER AVENUE #100, KENNEWICK, WA 99336**, and **STEVEN M. BOBMAN**, BENEFICIARY, whose address is **8903 GRAVELLY LAKE DRIVE SW, LAKEWOOD, WA 98499-3149**.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in **BENTON** County, Washington:

See Exhibit "A" attached hereto and made a part hereof.

Assessor's Parcel No.: 1-2894-100-0008-000/1-2894-200-0008-000/ 1-2894-400-0010-000

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **One Hundred Thirty Five Thousand And 00/100 Dollars (\$135,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.



IT IS MUTUALLY AGREED THAT:

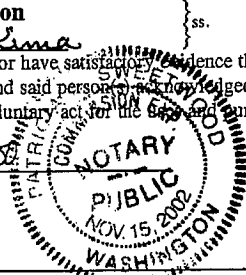
1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Marnie Gibbs  
MARNIE GIBBS

State of Washington  
County of Yakima

I certify that I know or have satisfactory evidence that MARNIE GIBBS is/are the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 10/12/02



Patricia A Sweetwood  
PATRICIA A. SWEETWOOD  
Notary Public in and for the State of Washington,  
residing at Prosser  
My appointment expires: 11-15-02

**REQUEST FOR FULL RECONVEYANCE**  
*Do not record. To be used only when note has been paid*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_



2000-032734  
Page: 3 of 3  
12/21/2000 01:03P  
Benton County

Exhibit A

PARCEL A:

That portion of the Southwest quarter of the Northeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3.

PARCEL B:

That portion of the West half of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3 and North of the Sunnyside Main Canal; EXCEPT that portion of the West half of the West half of the Northwest quarter lying Southerly of State Road No. 3: EXCEPT that portion of the Southwest quarter of the Northwest quarter described as follows:

Beginning at the intersection of the South right of way line of State Road No. 3 and the West line of the East half of the Southwest quarter of the Northwest quarter; thence Southeasterly along said South right of way line 209 feet; thence South parallel with the East line of said subdivision 418 feet; thence Northwesterly parallel with said South right of way line 209 feet to the West line of said subdivision; thence North 418 feet, more or less, to the point of beginning; EXCEPT that portion thereof conveyed to Benton County by deed recorded June 30, 1975, under Auditor's File No. 93205; and EXCEPT roads, TOGETHER WITH that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24, East, W.M., Benton County, Washington lying Northwesterly of the Sunnyside Main Canal; EXCEPT the North 3 acres of that portion thereof lying Southwesterly of State Road No. 3.

PARCEL C:

The North 3 acres of that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County Washington lying North of the Sunnyside Main Canal and Southwesterly of State Road No. 3.



UPON RECORDING RETURN TO:

Steven M. Bobman  
8903 Gravelly Lake Drive SW  
Lakewood, WA 98499-3149

**MODIFICATION OF DEED OF TRUST**

This modification of Deed of Trust refers to a Deed of Trust recorded December 21, 2000 under Benton County Auditor's Number 2000-032734. The parties of the original Deed of Trust are recorded as Marnie Gibbs, Grantor, whose address is P.O. 186, Graham, WA 98338, Benton-Franklin Title Company, Trustee, whose address is 3315 W. Clearwater Avenue, Suite 100, Kennewick, WA 99336 and Steven M. Bobman, Beneficiary, whose address is 8903 Gravelly Lake Drive SW, Lakewood, WA 98499-3149.

Assessor's Tax Parcel Numbers: 1-2894-100-0008-000 & 1-2894-200-0008-000  
1-2894-400-0010-000

See Attached Exhibit A for Legal Description

The Modification of Deed of Trust refers to a new loan amount of \$173,674.45. All other information contained within the previously recorded Deed of Trust remains unchanged.

Marnie Gibbs  
Marnie Gibbs

STATE OF WASHINGTON )  
County of Pierce ) : ss

On this day personally appeared before me **Marnie Gibbs**, to me known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 12<sup>th</sup> day of April, 2002.

NOTARY PUBLIC in and for the State of Washington, at Tacoma, WA.

Notary Name: Debbie S. Johnson  
Commission Expires: 8/9/03

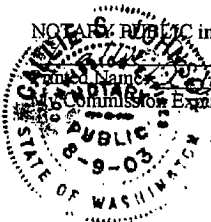




Exhibit A

PARCEL A:

That portion of the Southwest quarter of the Northeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3.

PARCEL B:

That portion of the West half of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3 and North of the Sunnyside Main Canal; EXCEPT that portion of the West half of the Northwest quarter lying Southerly of State Road No. 3; EXCEPT that portion of the Southwest quarter of the Northwest quarter described as follows:

Beginning at the intersection of the South right of way line of State Road No. 3 and the West line of the East half of the Southwest quarter of the Northwest quarter; thence Southeasterly along said South right of way line 209 feet; thence South parallel with the East line of said subdivision 418 feet; thence Northwesterly parallel with said South right of way line 209 feet to the West line of said subdivision; thence North 418 feet, more or less, to the point of beginning; EXCEPT that portion thereof conveyed to Benton County by deed recorded June 30, 1975, under Auditor's File No. 93205; and EXCEPT roads, TOGETHER WITH that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24, East, W.M., Benton County, Washington lying Northwesterly of the Sunnyside Main Canal; EXCEPT the North 3 acres of that portion thereof lying Southwesterly of State Road No. 3.

PARCEL C:

The North 3 acres of that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County Washington lying North of the Sunnyside Main Canal and Southwesterly of State Road No. 3.



UPON RECORDING RETURN TO:

Steven M. Bobman  
8903 Gravelly Lake Drive SW  
Lakewood, WA 98499-3149

MODIFICATION OF DEED OF TRUST

This modification of Deed of Trust refers to a Deed of Trust recorded December 21, 2000 under Benton County Auditor's Number 2000-032734. The parties of the original Deed of Trust are recorded as Marnie Gibbs, Grantor, whose address is P.O. 186, Graham, WA 98338, Benton-Franklin Title Company, Trustee, whose address is 3315 W. Clearwater Avenue, Suite 100, Kennewick, WA 99336 and Steven M. Bobman, Beneficiary, whose address is 8903 Gravelly Lake Drive SW, Lakewood, WA 98499-3149.

Assessor's Tax Parcel Numbers: 1-2894-100-0008-000 & 1-2894-200-0008-000  
1-2894-400-0010-000

See Attached Exhibit A for Legal Description

The Modification of Deed of Trust refers to a new loan amount of \$192,371.63. All other information contained within the previously recorded Deed of Trust remains unchanged.

*Marnie Gibbs*  
Marnie Gibbs

STATE OF WASHINGTON )  
County of Pierce : ss )

On this day personally appeared before me **Marnie Gibbs**, to me known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 7<sup>th</sup> day of MARCH, 2003.

NOTARY PUBLIC in and for the State of Washington at Lacoma  
*Vivian J. Parker*  
Printed Name: Vivian J. Parker  
My Commission Expires: 8/20/05  
VIVIAN J. PARKER  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 8-20-05



2000-032735  
Page: 1 of 3  
12/21/2000 01:03P  
Benton County

When Recorded Return To:

Escrow Pacific, LLC  
1001 Yakima Valley Hwy/P.O.BOX 1530  
Sunnyside, WA 98944

ESCROW No. S4712

LPB22

**DEED OF TRUST**  
*(For use in the State of Washington only)*

Reference Numbers of related documents: on page of documents

Grantor(s): **MARNIE GIBBS**

Grantee(s): **LAVANDA S. BALTZELL and REVOCABLE LIVING TRUST OF LEO & PRINCE ELLA FINLEY**

Legal Description (abbreviated): **SECTION 28, TOWNSHIP 9 NORTH, RANGE 24, EAST, W.M.**

Full Legal on page 3 of document

Assessor's Property Tax Parcel Account Number(s): 1-2894-100-0008-000/ 1-2894-200-0008-001/  
1-2894-400-0010-001

THIS DEED OF TRUST, made this Ninth day of October 00, between **MARNIE GIBBS**, an unmarried person, GRANTOR, whose address is P O BOX 186, GRAHAM, WA 98336, **BENTON-FRANKLIN TITLE COMPANY**, TRUSTEE, whose address is 3315 W. CLEARWATER AVENUE #100, KENNEWICK, WA 99336, and **LAVANDA S. BALTZELL**, as to an undivided 50% interest and **PRINCE ELLA FINLEY**, TRUSTEE FOR THE REVOCABLE LIVING TRUST OF LEO AND PRINCE ELLA FINLEY, as to an undivided 50% interest, BENEFICIARY, whose address is W 21 WEST RIVER DRIVE, ELMA, WA 98541.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in **BENTON** County, Washington:

See Exhibit "A" attached hereto and made a part hereof.

Assessor's Parcel No.: 1-2894-100-0008-000/1-2894-200-0008-000/ 1-2894-400-0010-000

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **One Hundred Thirty Five Thousand And 00/100 Dollars (\$135,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set

forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Marnie Gibbs  
MARNIE GIBBS

State of Washington  
County of Grays Harbor

I certify that I know or have satisfactory evidence that MARNIE GIBBS is/are the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 10/12/00



Patricia A. Sweetwood  
PATRICIA A. SWEETWOOD  
Notary Public in and for the State of Washington,  
Residing at Prusser  
My appointment expires: 11-15-02

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_



2000-032735  
Page: 3 of 3  
12/21/2000 01:03P  
Benton County

Exhibit A

PARCEL A:

That portion of the Southwest quarter of the Northeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3.

PARCEL B:

That portion of the West half of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3 and North of the Sunnyside Main Canal; EXCEPT that portion of the West half of the Northwest quarter lying Southerly of State Road No. 3; EXCEPT that portion of the Southwest quarter of the Northwest quarter described as follows:

Beginning at the intersection of the South right of way line of State Road No. 3 and the West line of the East half of the Southwest quarter of the Northwest quarter; thence Southeasterly along said South right of way line 209 feet; thence South parallel with the East line of said subdivision 418 feet; thence Northwesterly parallel with said South right of way line 209 feet to the West line of said subdivision; thence North 418 feet, more or less, to the point of beginning; EXCEPT that portion thereof conveyed to Benton County by deed recorded June 30, 1975, under Auditor's File No. 93205; and EXCEPT roads, TOGETHER WITH that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24, East, W.M., Benton County, Washington lying Northwesterly of the Sunnyside Main Canal; EXCEPT the North 3 acres of that portion thereof lying Southwesterly of State Road No. 3.

PARCEL C:

The North 3 acres of that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County Washington lying North of the Sunnyside Main Canal and Southwesterly of State Road No. 3.

UPON RECORDING RETURN TO:

Mr. Steven M. Bobman  
8501 - 45<sup>th</sup> Street West  
University Place, WA 98466

## DEED OF TRUST

**Grantor:** Marnie Gibbs, President of Real Solutions for Real Estate, Inc.  
**Grantee:** Steven M. Bobman  
**Tax Parcel Number:** 1-2894-100-0008-000 & 1-2894-200-0008-000 & 1-2894-400-0010-000

THIS DEED OF TRUST, made the 18th day of June, 2008, between Marnie Gibbs, President for Real Solutions for Real Estate Inc., Grantor whose address is P.O. Box 1250, Prosser, WA 99350, Benton Franklin Title Company, Trustee, whose address is 3315 West Clearwater Avenue, Suite 100, Kennewick, WA 98532, and Steven M. Bobman, Beneficiary, whose address is 8501 - 45<sup>th</sup> Street West, University Place, WA 98466

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale the following described real property in Benton County, Washington.

**Abbreviated Legal:** See attached Exhibit "A" SEC. 28, TOWNSHIP 9N, RANGE 24E.

**Tax Parcel Number:** 1-2894-100-0008-000 & 1-2894-200-0008-000 & 1-2894-400-0010-000

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, the payment of the sum of **FIFTY-TWO THOUSAND ONE HUNDRED DOLLARS AND 18/100 (\$ 52,158.18 )** with interest, in accordance with the terms of a promissory note dated October 27, 2007 payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by the Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens and encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary

as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceedings purporting to affect that security hereof to the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of this property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.

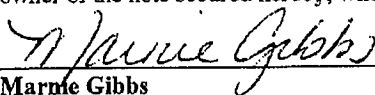
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee or its authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary shall appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under and other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, insures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

  
\_\_\_\_\_  
Marnie Gibbs



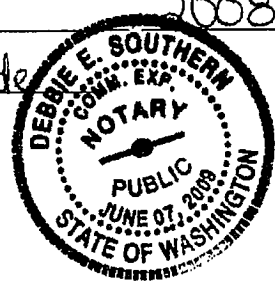
STATE OF WASHINGTON )  
 )  
County of Yakima ) : ss

On this day personally appeared before me **Marnie Gibbs**, to me known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 18 day of June 2008.

NOTARY PUBLIC in and for the State of Washington, at Sunnyside

Debbie Southern  
Printed Name: Debbie Southern  
My Commission Expires: 6/7/09



**REQUEST FOR FULL RECONVEYANCE**  
*Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by this Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designed by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_, \_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

Exhibit A

PARCEL A:

That portion of the Southwest quarter of the Northeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3.

PARCEL B:

That portion of the West half of Section 28, Township 9 North, Range 24 East, W.M., Benton County, Washington lying Southerly of State Road No. 3 and North of the Sunnyside Main Canal; EXCEPT that portion of the West half of the West half of the Northwest quarter lying Southerly of State Road No. 3; EXCEPT that portion of the Southwest quarter of the Northwest quarter described as follows:

Beginning at the intersection of the South right of way line of State Road No. 3 and the West line of the East half of the Southwest quarter of the Northwest quarter; thence Southeasterly along said South right of way line 209 feet; thence South parallel with the East line of said subdivision 418 feet; thence Northwesterly parallel with said South right of way line 209 feet to the West line of said subdivision; thence North 418 feet, more or less, to the point of beginning; EXCEPT that portion thereof conveyed to Benton County by deed recorded June 30, 1975, under Auditor's File No. 93205; and EXCEPT roads, TOGETHER WITH that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24, East, W.M., Benton County, Washington lying Northwesterly of the Sunnyside Main Canal; EXCEPT the North 3 acres of that portion thereof lying Southwesterly of State Road No. 3.

PARCEL C:

The North 3 acres of that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County Washington lying North of the Sunnyside Main Canal and Southwesterly of State Road No. 3.

UPON RECORDING RETURN TO:

Mr. Steven M. Bobman  
8501 - 45<sup>th</sup> Street West  
University Place, WA 98466

## DEED OF TRUST

**Grantor:** Marnie Gibbs  
**Grantee:** Steven M. Bobman  
**Tax Parcel Number:** 1-2894-100-0008-000 & 1-2894-200-0008-000 & 1-2894-400-0010-000

THIS DEED OF TRUST, made the 18th day of June, 2008, between **Marnie Gibbs**, Grantor whose address is **P.O. Box 1250, Prosser, WA 99350, Benton Franklin Title Company**, Trustee, whose address is 3315 West Clearwater Avenue, Suite 100, Kennewick, WA 98532, and **Steven M. Bobman**, Beneficiary, whose address is **8501 - 45<sup>th</sup> Street West, University Place, WA 98466**

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, **with power of sale** the following described real property in **Benton County, Washington**.

**Abbreviated Legal:** See attached Exhibit "A" *SEC. 28, TOWNSHIP 9N, RANGE 24 E.*

**Tax Parcel Number:** 1-2894-100-0008-000 & 1-2894-200-0008-000 & 1-2894-400-0010-000

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, the payment of the sum of **ONE HUNDRED THOUSAND DOLLARS AND no/100 (\$ 100,000.00 )** with interest, in accordance with the terms of a promissory note dated November 3, 2007 payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by the Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens and encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary

as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceedings purporting to affect that security hereof to the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

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1. In the event any portion of this property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.

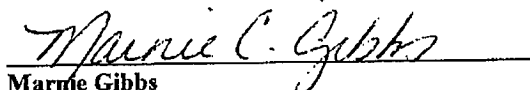
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee or its authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

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Marnie Gibbs

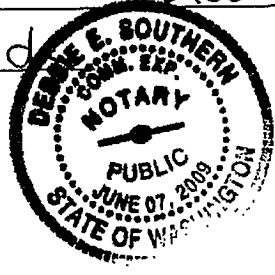
STATE OF WASHINGTON )  
 )  
County of Yakima ) : ss

On this day personally appeared before me **Marnie Gibbs**, to me known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 18 day of June 2008

NOTARY PUBLIC in and for the State of Washington, at Sunnyside

Debbie Southern  
Printed Name: Debbie Southern  
My Commission Expires: 6/7/09



**REQUEST FOR FULL RECONVEYANCE**  
*Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by this Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designed by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_, \_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

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PARCEL C:

The North 3 acres of that portion of the Northwest quarter of the Southeast quarter of Section 28, Township 9 North, Range 24 East, W.M., Benton County Washington lying North of the Sunnyside Main Canal and Southwesterly of State Road No. 3.

*Marshall*  
**TITLE & ESCROW**  
 8318 West Gage Blvd  
 Suite C  
 Kennewick, WA 99336  
 Phone: 509-783-2101 Fax: 509-783-2119  
 www.marshalltitle.com

**INVOICE**

<b>BILL TO</b>
Benton County Treasurer 5600 West Canal Place Kennewick WA 99336 ATTN: Kirsten Yniguez Ref #: 128942000008000

<b>DATE</b>	<b>INVOICE #</b>
8/02/2011	1264

<b>ORDER INFORMATION</b>	
Buyer/Seller:	Gibbs, Marnie
Escrow #:	Title#: 11-1446-JV
Closing Date:	/ /
Property:	12011 N. Wilgus Rd. Prosser WA 99350
Parcel #s:	

Date	Description	Liability	Charge
8/02/2011	Litigation Guarantee	\$1,000.00	\$186.28
		<b>Balance:</b>	<b>\$186.28</b>