

**WESTCOR LAND TITLE
INSURANCE COMPANY**

LITIGATION GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE GUARANTEE CONDITIONS AND STIPULATIONS HEREOF, WESTCOR LAND TITLE INSURANCE COMPANY, A SOUTH CAROLINA CORPORATION, herein called the Company,

Guarantees the Assured named herein 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 public records, on the date stated on Schedule A,

1. The title to the herein described estate or Interest was vested in the vestee named, subject to the matters shown as Exceptions on Schedule B, which exceptions are not necessarily shown in the order of their priority;
2. The necessary parties defendant, in an action of the type shown in Schedule A herein, are as herein stated.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Issued By: WA1005 * CL23746
Clark County Title Company
1400 Washington Street, Suite 100
Vancouver, WA 98660

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

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. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

- (a) Taxes or assessments which are not shown as existing by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS-LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action with the time herein before specified, shall be a conclusive bar against maintenance by the assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage or this Guarantee, or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY-PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein, removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

ALL notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200 Maitland, FL 32751.

10. FEE

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

WESTCOR LAND
TITLE INSURANCE COMPANY

LITIGATION
GUARANTEE

HOME OFFICE

875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

SCHEDULE A

Office File Number CL23746	Policy Number LG-1-WA1005-1 4373789	Date of Policy August 26, 2022 at 8:00 AM	Amount of Insurance \$60,000.00	Premium \$452.62
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1. Assured:

CLARK COUNTY TREASURER

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

Fee Simple

3. Title to the estate or interest in the land is vested in:

KENNETH MCFARLIN AND THERESA MCFARLIN, HUSBAND AND WIFE

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

SEE ATTACHED EXHIBIT "A"

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

INFORMATION FOR THE ASSURED

1. THIS GUARANTEE IS RESTRICTED TO THE USE OF THE ASSURED SOLELY FOR THE PURPOSE OF PROVIDING INFORMATION TO FACILITATE THE COMMENCEMENT OF A SUIT AT LAW, THE FORFEITURE OF A REAL ESTATE CONTRACT PURSUANT TO RCW 61.30, OR FORECLOSURE PURSUANT TO RCW 61.24 OF A MORTGAGE DESCRIBED IN SCHEDULE B, AFFECTING THE LAND DESCRIBED IN SCHEDULE A. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY RELIANCE HEREON EXCEPT FOR THE PURPOSE FOR WHICH THIS GUARANTEE IS ISSUED. THIS GUARANTEE IS NOT A COMMITMENT NOR AN OBLIGATION BY THE COMPANY TO ISSUE ANY POLICY OR POLICIES OF TITLE INSURANCE INSURING SAID LAND, AND IT IS NOT TO BE USED AS A BASIS FOR CLOSING ANY TRANSACTION AFFECTING TITLE TO SAID LAND.
2. UPON REQUEST WITHIN 60 DAYS FROM THE EFFECTIVE DATE OF THIS GUARANTEE, THE COMPANY WILL EXTEND THE EFFECTIVE DATE OF THIS GUARANTEE BY ENDORSEMENT TO INCLUDE THE FILING OF ANY COMPLAINT AND RECORDING OF NOTICE OF LIS PENDENS, RECORDING OF NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT, OR RECORDING OF NOTICE OF TRUSTEE'S SALE. SUCH AN ENDORSEMENT WILL SHOW AS ADDITIONAL EXCEPTIONS, AND THEREFORE EXCLUDE FROM COVERAGE, THOSE MATTERS ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE OF THE GUARANTEE BUT PRIOR TO THE ISSUANCE OF THE ENDORSEMENT.
3. UPON REQUEST ON THE 30TH DAY PRECEDING THE DATE SET FOR THE FORFEITURE OF REAL ESTATE CONTRACT, OR TRUSTEE'S SALE, THE COMPANY WILL ISSUE AN ENDORSEMENT IDENTIFYING FEDERAL TAX LIENS, IF ANY, AFFECTING THE LAND DESCRIBED IN SCHEDULE A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE 30TH DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.
4. THE COMPANY MAY, BUT IS NOT OBLIGATED TO, ISSUE ADDITIONAL ENDORSEMENTS EXTENDING THE EFFECTIVE DATE OF THE GUARANTEE AT THE REQUEST OF THE ASSURED. THE FEE FOR SUCH ENDORSEMENTS WILL BE CHARGED ACCORDING TO THE COMPANY'S FILED RATE SCHEDULE FOR SUCH ENDORSEMENTS. THE COMPANY WILL NOT, AND ACCEPTS NO OBLIGATION TO, ISSUE AN ENDORSEMENT EXTENDING THE EFFECTIVE DATE TO, OR BEYOND, THE DATE OF ANY SALE OF THE PREMISES, RECORDING OF A DECLARATION OF FORFEITURE OF A REAL ESTATE CONTRACT, TRUSTEE'S SALE OR DEED IN LIEU THEREOF.
5. ATTENTION IS CALLED TO SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENTS THERETO WHICH CONTAIN LIMITATIONS AGAINST THE FORFEITURE OF LAND UNDER A REAL ESTATE CONTRACT OR THE SALE OF LAND UNDER A DEED OF TRUST IF THE OWNER IS ENTITLED TO THE BENEFITS OF SAID ACT.
6. ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 AND AMENDMENTS THERETO WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE OR FORFEITURE IN A SPECIFIED MANNER TO THE SECRETARY OF THE TREASURY OR HIS DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN A NON-JUDICIAL SALE OR FORFEITURE, AND ESTABLISHES WITH RESPECT TO SUCH LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF ANY SUCH SALE OR FORFEITURE.

SCHEDULE B

File Number: **CL23746**

Policy Number: **LG-1-WA1005-14373789**

GENERAL EXCEPTIONS FROM COVERAGE

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

SPECIAL EXCEPTIONS FROM COVERAGE

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

YEAR	AMOUNT	PAID	OWING
2022	\$454.96	\$0.00	\$454.96
2021	\$472.03	\$0.00	\$472.03
2020	\$400.36	\$0.00	\$400.36
2019	\$4,610.89	\$0.00	\$4,610.89
TAX ACCOUNT NO: 114781-012		TAX CODE NO: 114008	

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

JURISDICTION: VANCOUVER

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

CLARK COUNTY TREASURER
 CALLER BOX 35150
 SEATTLE, WA 98124-5150
 PHONE: 564-397-2252

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

3. PENDENCY OF CLARK COUNTY SUPERIOR COURT CAUSE NO. 22-2-02001-06:

FILED: August 15, 2022
 PLAINTIFF: CLARK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON
 DEFENDANT: KENNETH MCFARLIN AND THERESA MCFARLIN, ET AL
 ACTION: TREASURER'S FIRST CERTIFICATE OF DELINQUENCY STATING ALL REAL PROPERTY TAXES REMAINING UNPAID AFTER THE EXPIRATION OF THREE YEARS

ATTORNEY FOR PLAINTIFF: CLARK COUNTY PROSECUTING ATTORNEY, CIVIL DIVISION

LIS PENDENS RECORDED August 15, 2022 UNDER AUDITOR'S FILE NO. [6070863](#).

4. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT:

AUDITOR'S FILE NO.: [G 147603](#)

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: ADJACENT PROPERTY OWNERS
 PURPOSE: WATER
 RECORDED: September 06, 1962
 AUDITOR'S FILE NO.: [G 340605](#)
 AREA AFFECTED: SAID PREMISES

6. RELINQUISHMENT OF ALL EXISTING FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN SAID PREMISES AND THE HIGHWAY OR HIGHWAYS TO BE CONSTRUCTED ON LANDS CONVEYED BY DEED RECORDED November 16, 1971, UNDER FILE NO. [G 588807](#), TO THE STATE OF WASHINGTON.

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: RIGHT OF WAY FOR ROAD PURPOSES
 RECORDED: April 28, 2003
 AUDITOR'S FILE NO.: [3627997](#)
 AREA AFFECTED: SAID PREMISES

8. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT:

RECORDED: April 28, 2003
 AUDITOR'S FILE NO.: [3627997](#)

9. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

REGARDING: SEWER REIMBURSEMENT CONTRACT LATECOMER'S FEE
 RECORDED: July 20, 2018
 AUDITOR'S FILE NO.: [5531490](#)

File Number: **CL23746**

Policy Number: **LG-1-WA1005-14373789**

NOTE: THE FOLLOWING IS A 24 MONTH CHAIN OF TITLE

THIS IS FOR INFORMATIONAL PURPOSES ONLY. THE FOLLOWING DEED(S) AFFECTING SAID LAND WERE RECORDED WITHIN 24 MONTHS OF THE DATE OF THIS REPORT:

THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.

CLICK ON THIS [HYPERLINK](#) TO SEE THE VESTING DEED FOR THIS TRANSACTION.

End of Schedule B Exceptions.

NOTES:

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

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

BLOCK 1, LOT 2, NANCY SUBDIVISION, F/29
WA

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

TAX ACCOUNT NO.:	114781-012
LAND:	\$47,760.00
IMPROVEMENTS:	\$0.00
TOTAL:	\$47,760.00

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

ABBREVIATED LEGAL DESCRIPTION: BLOCK 1, LOT 2, NANCY SUBDIVISION, F/29

d. TITLE IS VESTED IN KENNETH MCFARLIN AND THERESA MCFARLIN, HUSBAND AND WIFE. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAMES OF SAID PARTIES, EXCEPT ANY MATTERS SHOWN ON SCHEDULE B HEREIN.



Authorized Signatory

Clark County Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

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

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

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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

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

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

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

5/07/01

EXHIBIT "A"

LOT 2, BLOCK 1 OF NANCY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "F" OF PLATS, PAGE 29, RECORDS OF CLARK COUNTY, WASHINGTON.

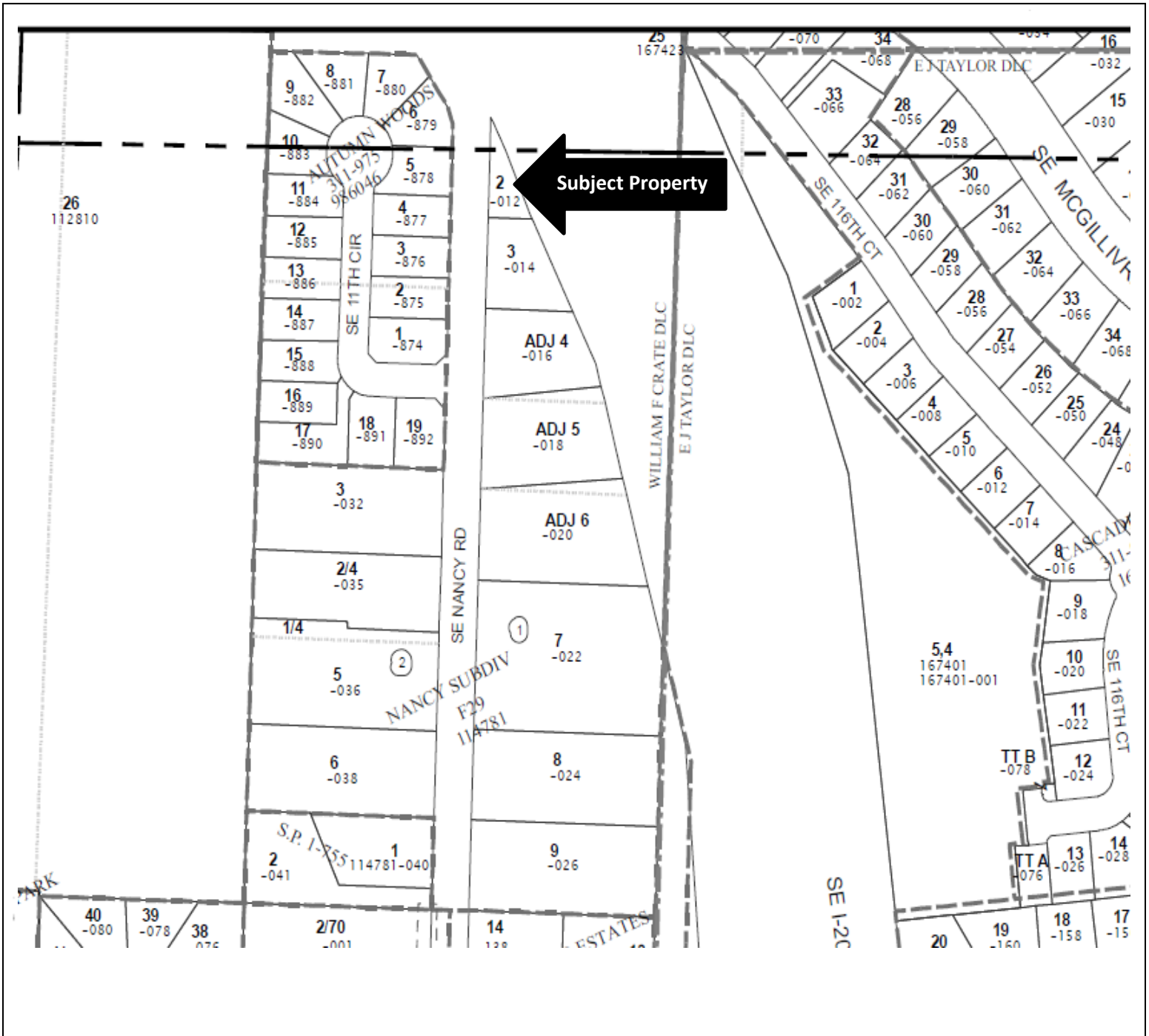
EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED FEBRUARY 15, 1971 UNDER AUDITOR'S FILE NO. G 590743.

ALSO EXCEPT ANY PORTION LYING WITHIN STATE RIGHT OF WAY OF SR 205.

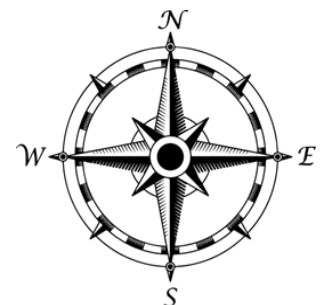
Clark County Title

1400 Washington St., Suite 100
Vancouver, WA 98660

Telephone (360) 694-4722 • Fax (360) 694-4734 • www.clarkcountytile.com



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



"Service Is The Difference"