

Guarantee No.: 7493-1-206603-2023.7208647-230150626

**LITIGATION/TRUSTEE'S SALE/
CONTRACT FORFEITURE GUARANTEE**

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees 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 stated in Schedule A, the title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

In Witness whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: *Yvonne Munson*
Authorized Officer or Agent
Yvonne Munson
Fidelity Title Company
117 N 4th St
Yakima, WA 98901
Tel: 509-248-6210
Fax: 509-248-2048



By:



Michael J. Nolan

President

Attest:



Marjorie Nemzura

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
3. Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
 - (a) created, suffered, assumed or agreed to by one or more of the Assured;
 - (b) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
 - (c) resulting in no loss or damage to the Assured;
 - (d) attaching or created subsequent to Date of Guarantee.
4. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule B or with respect to the validity, legal effect or priority of any matter shown therein.
5. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
6. Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims or title to water.
7. 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.
8. Any loss or damage which arises out of any transaction affecting the estate or interest shown in Schedule A of this Guarantee by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land": the land described in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "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. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (c) "date," "Date of Guarantee": the effective date.
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument.

2. 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.

3. NOTICE OF LOSS – LIMITATION OF ACTION

A statement in writing or 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 the 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 within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

4. 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 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, 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 a 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.

5. 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 within this Guarantee.

- (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 attorneys' 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 5(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.

6. 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 or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

7. 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.

8. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished

the Company shall be addressed to it at the office which issued this Guarantee or to: CHICAGO TITLE INSURANCE COMPANY, National Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.

**Amended
LITIGATION/TRUSTEE'S SALE/
CONTRACT FORFEITURE GUARANTEE**

SCHEDULE A

Rate Code NONE	State 48	City 077	Property Type 10	Parcel # 191115-11479
Office File Number 206603	Policy Number 7208647 230150626	Date of Policy May 22, 2023 at 8:00AM	Amount of Insurance \$10,007.45	Premium \$400.00

1. Assured:

YAKIMA COUNTY TREASURER

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

A Fee

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

ESPOKE L. JIM and EZRA S. JIM, husband and wife

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

Lots 3 and 4, Block 21, THE CITY OF WAPATO, as recorded in Volume "A" of Plats, Page 123, records of Yakima County, Washington.

Situated in Yakima County, State of Washington.

SCHEDULE B

File Number: **206603**

Policy Number: **7208647 230150626**

The following matters are expressly excepted from the coverage of this Guarantee:

1. Local district assessments and/or charges due the City of Wapato, in the amount of \$455.68.
2. Deed of Trust and the terms and conditions thereof, wherein Espoke L. Jim and Ezra S. Jim is Grantor, and Valley Title Guarantee is Trustee, and The Confederated Tribes and Bands of the Yakama Nation is Beneficiary, in the original amount of \$87,273.29, dated October 17, 2012, and recorded October 24, 2012, under Auditor's File Number 7780081.
3. State Tax Warrant, against Ezra S. Jim, and in favor of State of Washington, Department of Employment Security, in the amount of \$2,264.22, and interest, entered May 8, 2018, Yakima County Superior Court Cause Number 18-2-01593-39.
4. Agreements, if any, related to future assessment obligations not yet due and payable, which appear in the public records.
5. Agreements, covenants, conditions, restrictions and/or declarations affecting title, of violations thereof, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
6. Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
7. Any reservation or conveyance of minerals, gas, oil, sand, gravel or timber, or rights related thereto, including leases of said interest, which appear in the public records.
8. This Guarantee has been updated to amend Paragraph 1 as shown above.

FIDELITY TITLE COMPANY agent for
CHICAGO TITLE INSURANCE COMPANY

Countersigned

Yvonne Munson

Yvonne Munson, Authorized Signatory

jb/05-27-23//jb/06-05-23

SCHEDULE B - PART I
(Continued)

File Number: **206603**

Policy Number: **7208647 230150626**

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. 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.
4. The Address of the Property is: 205 W. 3rd Street, Wapato, Washington 98951
5. Location Information: On the Northwest corner West on E. 3rd Street approximately 150 feet to the intersection with Wasco Avenue.
6. Address of Owners or Heirs:
 - a. 205 W. 3rd Street, Wapato, Washington 98951
 - b. P.O. Box 1455, Toppenish, Washington 98948
7. The vesting is a result of Deed recorded under Auditor's File Number 7764688.
8. Legal description in this report is based upon Deed recorded under Auditor's File Number 7764688.
9. Last Excise Affidavit Number: 426155

SCHEDULE B - PART I
(Continued)

File Number: **206603**

Policy Number: **7208647 230150626**

10. Address of lienholders

- a. City of Wapato, 205 E. 3rd Street, Wapato, Washington 98951
- b. Yakama Nation Credit Enterprise, P.O. Box 1160, Toppenish, Washington 98948
- c. State of Washington Employment Security Dept., P.O. Box 9046, Olympia, Washington 98507

Range 19 Township 11 Section 15 NE 1/4



Scale: 1" = 200 feet

This map is maintained only as an aid in the appraisal and assessment of real property. The Yakima County Assessors Office does not warrant its accuracy.

Copyright (C) 2012
Yakima County Department of Assessment
128 N 2nd Street, Courthouse Room 112
Yakima, WA 98901
(509) 574-1100
April 29, 2023

Dedication and Description.

That known as the Wapato Development Company, a corporation duly certified that it is the owner of the east half (E. 1/2) of the northeast quarter (NE 1/4) of Section 14 of Township Eleven (11) north, Range nineteen (19) East of the Williams Meridian in the County of Yakima, State of Washington.

That it has caused the same to be surveyed, laid out and platted into lots, blocks, streets and alleys as shown on the plat to be known as the City of Wapato, and that the design of the lots and blocks, streets and alleys shown on said plat, that the said Wapato Development Company does hereby dedicate to the use of the public forever all streets and alleys shown on this plat.

Provided that except that said Wapato Development Company does hereby reserve for itself its successors or assigns the right to forever, or at any time, use any lot, said street and alleys shown on this plat through, in and upon which to erect, construct, operate and maintain telegraph wires and lines, electric wires and lines for all purposes and telephone wires and lines, including the right to erect, construct, maintain and operate thereon all poles, apparatus and apparatus which it may be necessary to use for any and all of said purposes.

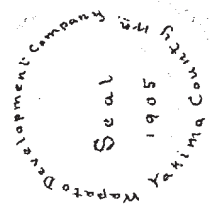
Said Wapato Development Company for itself its successors or assigns also reserves the right to forever or at any time construct, maintain and operate through or over any said streets and alleys shown on this plat a railroad or railroads for all purposes to be operated by steam, electric, gasoline or such other power as said Wapato Development Company, its successors or assigns may elect to use, including the right to place upon said streets and alleys all necessary poles, appliances and apparatus which may be necessary to be used in connection with the construction and operation of said railroad or railroads.

Said Wapato Development Company for itself its successors or assigns also reserves the right to forever or at any time, construct, maintain and operate through in and under and over said streets and alleys shown on this plat, pipes, conduits and conduits to be used for conveying water and gas for any and all purposes.

Witness the hand and seal of said Corporation by its authorized officers this 21st day of July, 1905

By George J. Rankin Pres.

Attest Alex. B. McCredy Secy.



State of Washington }
County of Yakima } SS.

On this 21st day of July, 1905 before me personally appeared George J. Rankin, President of the Wapato Development Company a Corporation, organized and existing under and by virtue of the laws of the State of Washington and Alexander B. McCredy, Secretary of said Corporation to me known to be the president and Secretary of the Corporation that executed the within and 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 in and to which stated that he was authorized to execute said instrument and that the Seal affixed is the corporate seal of said Corporation.

I, M. Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Alex. B. McCredy

R. Engle

Yakima County
AUG 1905

Attest Alex B. McCreedy Secy.

State of Washington }
County of Yakima } SS.

S. Rawlin, President of the Wapato Development Company, a corporation organized and existing under and by virtue of the laws of the State of Washington and Alexander B. McCreedy, Secretary of said corporation to me known to be the president and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed of said corporation for the use and purpose therein mentioned and in and for himself or next stated that he was authorized to execute said instrument and that the Real officer is a corporate officer of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal of office this 19th day of August 1905.

Dora P. Longhart
Notary Public for the State
of Washington, residing at
North Yakima Wash.



Wapato Development Co.

Aug. 19 1905 A. D. 1905

30 Min. 9 A

and recorded in Vol. 36

Deeds page 586
and # of Plats Page 103
County of Yakima County, Wash.

W. B. Newcomb
COUNTY CLERK

W. Crocker

121 75 Pa.

APPROVED

BY THE BOARD OF COUNTY CLERKS

AUG 19 1905

Daniel Sinclair,
CLERK

INDEXED
35871

Aug. 19, 1905

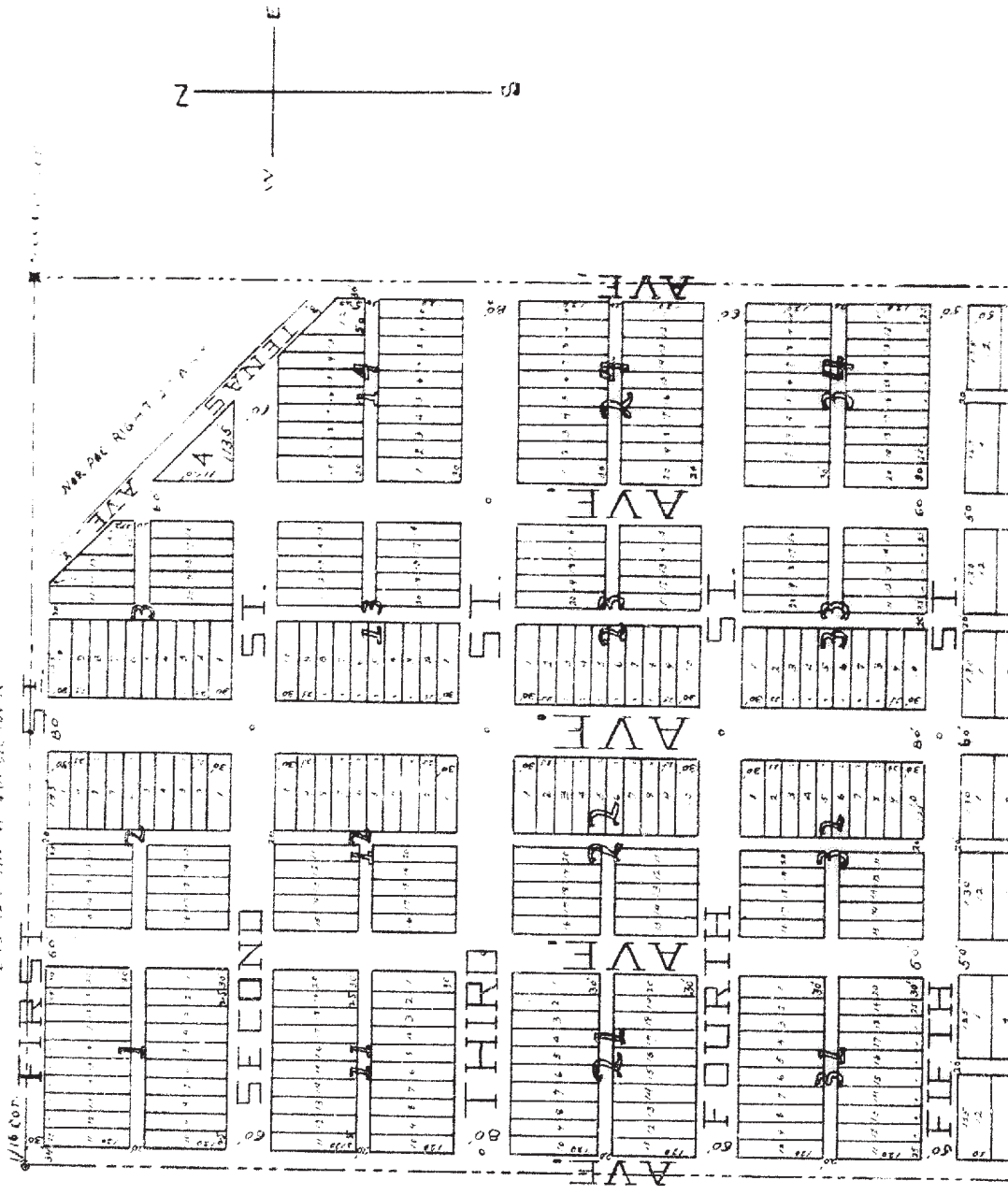
S. J. E. M.

North Yakima

THE CITY OF WAPATO

YAKIMA COUNTY, WASH.

OPERATING PROVISIONS
SECTION 12.01



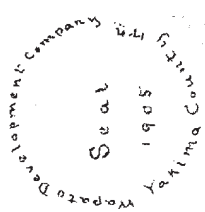
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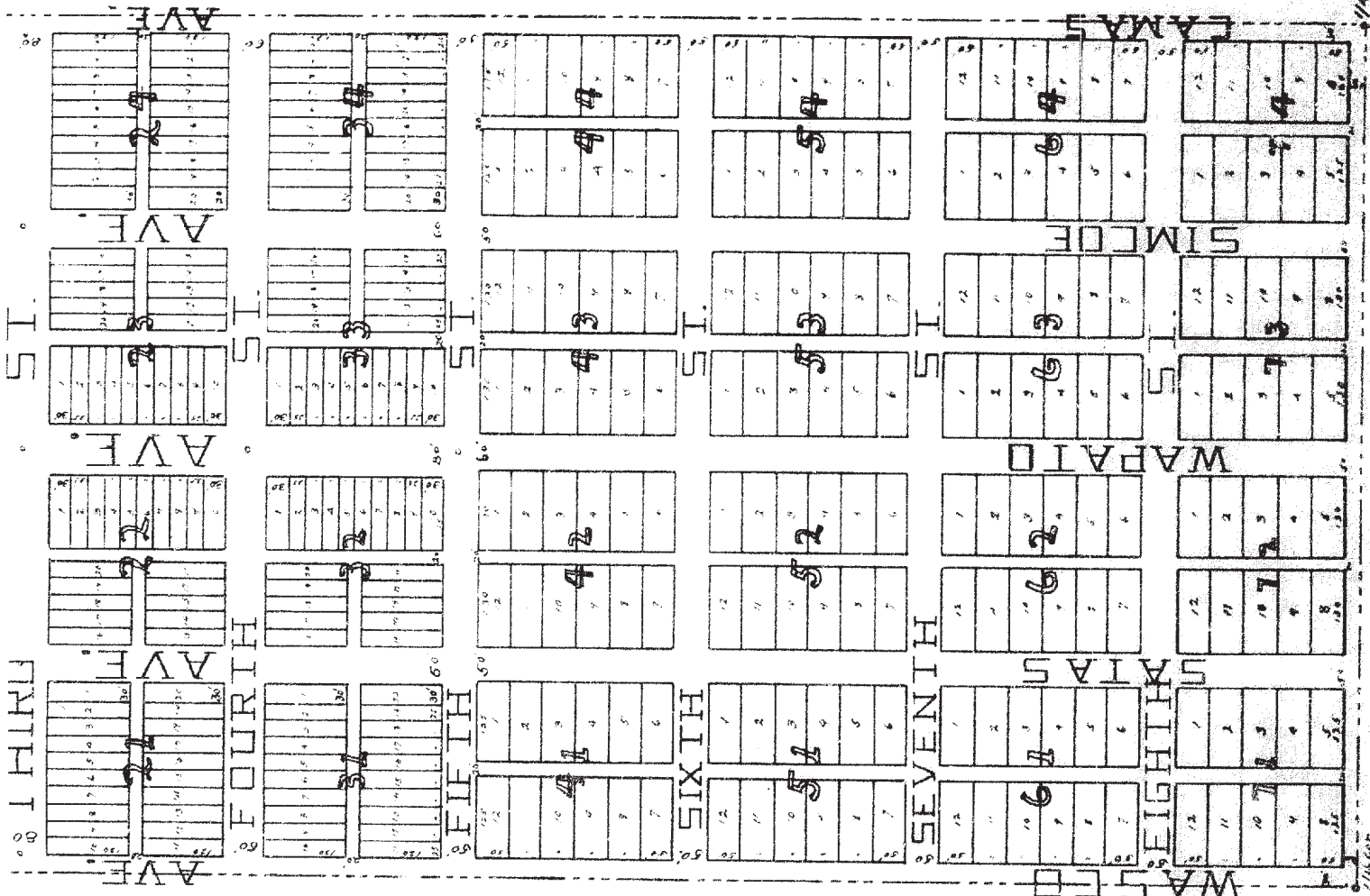
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WASH
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March 30, 1907
 R. Englehart