

Guarantee No.: 7493-1-206628-2023.7208647-230231207

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



By:

Michael J. Nolan

Michael J. Nolan

President

Attest:

Marjorie Nemzura

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.

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

SCHEDULE A

Rate Code NONE	State 48	City 077	Property Type 10	Parcel # 201003-31455
Office File Number 206628	Policy Number 7208647 230231207	Date of Policy June 7, 2023 at 8:00AM	Amount of Insurance \$2,965.39	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:

JULIANN SMARTLOWIT and NANCY SMARTLOWIT, each as their separate estate

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

Lot 14, and that portion of Lot 15, Block 3, ROBBIN'S ADDITION TO TOPPENISH, as recorded in Volume "B" of Plats, Page 38, records of Yakima County, Washington, described as follows:

**Beginning at the most Southerly corner of said Lot 14;
thence Southwesterly along the Southeasterly line of said Lot 15, a distance of 25 feet;
thence Northwesterly parallel with the Northeasterly line of said Lot 15, a distance of 100 feet to the Northwest line of said lot;
thence Northeasterly 25 feet to the most Northerly corner of said lot;
thence Southeasterly 100 feet to the point of beginning.**

Situated in Yakima County, State of Washington.

SCHEDULE B

File Number: **206628**

Policy Number: **7208647 230231207**

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

1. Local district assessments and/or charges due the City of Toppenish. Current fees: \$181.28
2. Deed of Trust and the terms and conditions thereof, wherein Juliann M. Smartlowit and Nancy J. Smartlowit 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 \$131,237.93, recorded January 17, 2019, under Auditor's File Number 8004598.
3. Except Mobile Home.
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.

FIDELITY TITLE COMPANY agent for
CHICAGO TITLE INSURANCE COMPANY

Countersigned



Marshall Clark, Authorized Signatory

jb/06-12-23

SCHEDULE B - PART I
(Continued)

File Number: **206628**

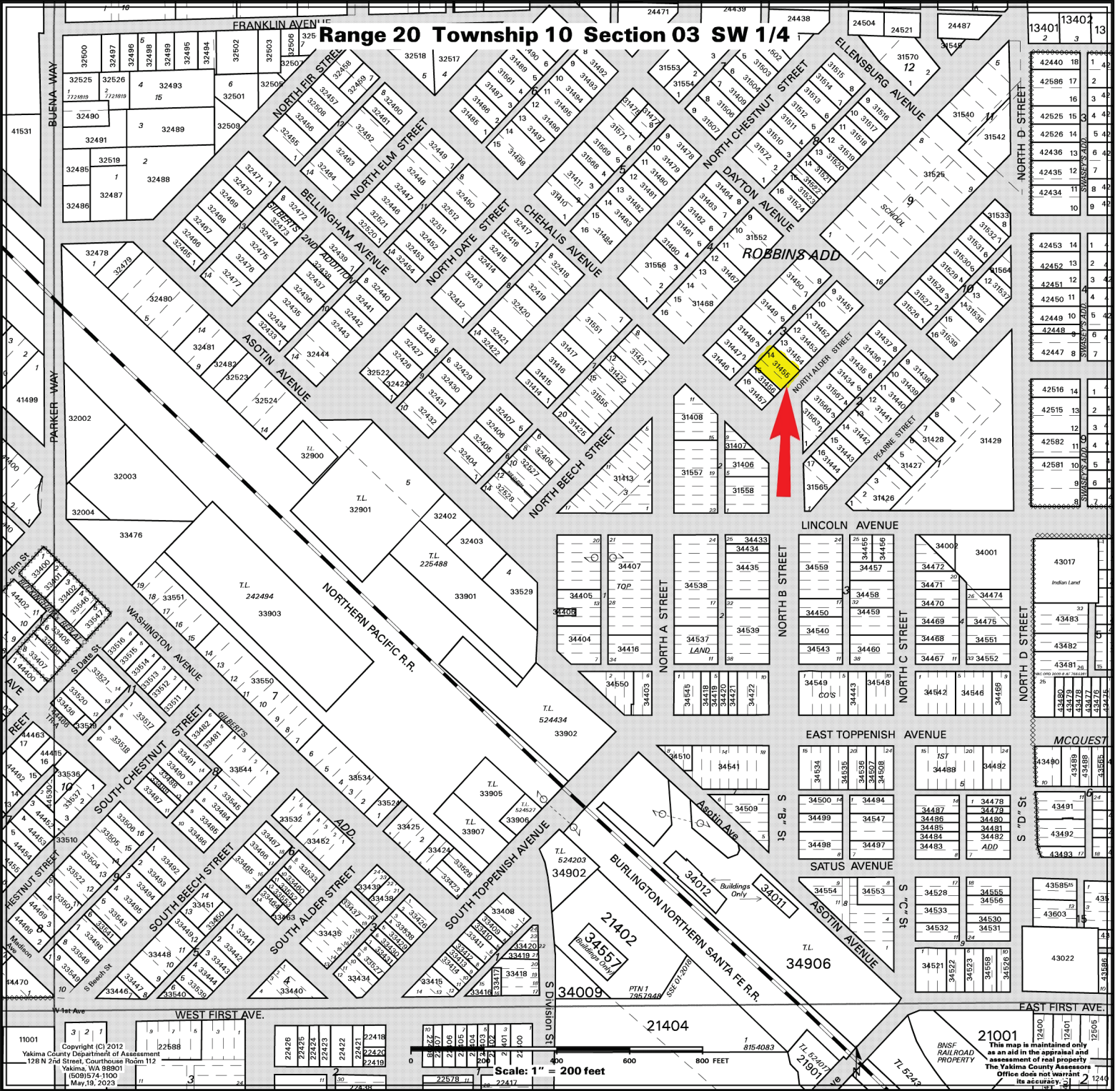
Policy Number: **7208647 230231207**

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 N. Alder Street, Toppenish, Washington 98948
5. Location Information: Approximately 75 feet Northeast of intersection of N. Alder Street and Chehalis Avenue.
6. Address of Owners or Heirs: 205 n. Alder Street, Toppenish, Washington 98948
7. The vesting is a result of Deed recorded under Auditor's File Number 8004596 and by Quit Claim Deed recorded under Auditor's File Number 8004597.
8. Legal description in this report is based upon Deed recorded under Auditor's File Number 8004596.
9. Last Excise Affidavit Number: 452897
10. Address of lienholders
 - a. City of Toppenish, 21 W. 1st Avenue, Toppenish, Washington 98948
 - b. The Confederated Tribes and Bands of the Yakama Nation, P.O. Box 151, Toppenish, Washington 98948

Range 20 Township 10 Section 03 SW 1/4

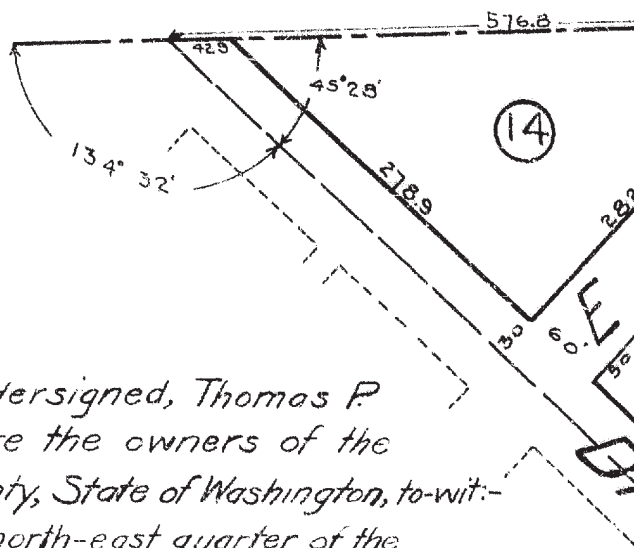


Copyright (C) 2012
Yakima County Department of Assessment
128 N 2nd Street, Courthouse Room 112
Yakima, WA 98901
(509)574-1100
May 19, 2023

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.

RO



Know All Men By These Presents, That the undersigned, Thomas P. Robbins and Flora Robbins, husband and wife, are the owners of the following described land, situate in Yakima County, State of Washington, to-wit:-

Commencing at the south-east corner of the north-east quarter of the south-east quarter of Section three, township ten, north of range twenty, E. W.M., extending thence north along the east line of said north-east quarter of the south west quarter of said section 1327 feet, more or less, to the center of said section, thence west 1858.8 feet along the north line of said north-east quarter of the south-west quarter to a point; thence in a southeasterly direction at an angle 45° 28'; a distance of 1959.4 feet to a point on the south boundary line of said north-east quarter of south-west quarter of said section; thence east along the said south boundary line to the point of beginning, and that we have caused the same to be surveyed and staked as a townsite and have caused the same to be platted into lots, blocks, streets and alleys as shown in the annexed plat, and we hereby dedicate the streets and alleys shown upon said plat to the use in accordance with the statutes of the state of Washington, that the name of said town is Robbins' Addition to Toppenish.

Witness, our hands and seals this 6th. day of April, 1907.

In presence of

Thomas P. Robbins (Seal)

Commencing at the south-east corner of the north-east quarter of the south-east quarter of Section three, township ten, north of range twenty, E. W.T. extending thence north along the east line of said north-east quarter of the south west quarter of said section 1327 feet, more or less, to the center of said section, thence west 1858.8 feet along the north line of said north-east quarter of the south-west quarter to a point; thence in a southeasterly direction at an angle 45° 28', a distance of 1959.4 feet to a point on the south boundary line of said north-east quarter of south-west quarter of said section; thence east along the said south boundary line to the point of beginning, and that we have caused the same to be surveyed and stated as a townsite and have caused the same to be platted into lots, blocks, streets and alleys as shown in the annexed plat, and we hereby dedicate the streets and alleys shown upon said plat to public use in accordance with the statutes of the state of Washington, that the name of said town is Robbins' Addition to Toppenish.

Witness, our hands and seals this 6th. day of April, 1907.

In presence of
 E. H. Preble
 Allen S. Davis

Thomas P. Robbins (Seal)
 Flora Robbins (Seal)

State of Washington } ss
 County of Yakima }

On this day of April, 1907, before me, Allen S. Davis a notary public in and for the state of Washington personally appeared Thomas P. Robbins and Flora Robbins, to me personally known to be husband and wife, and the persons who executed the within and foregoing instrument and they acknowledged that they signed and sealed and executed the said instrument freely and voluntarily and as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness whereof I have here unto set my hand and official seal, the day and year in this certificate first above written.

Allen S. Davis
 Notary Public in and for the state of Washington,
 residing at North Yakima, Washington.



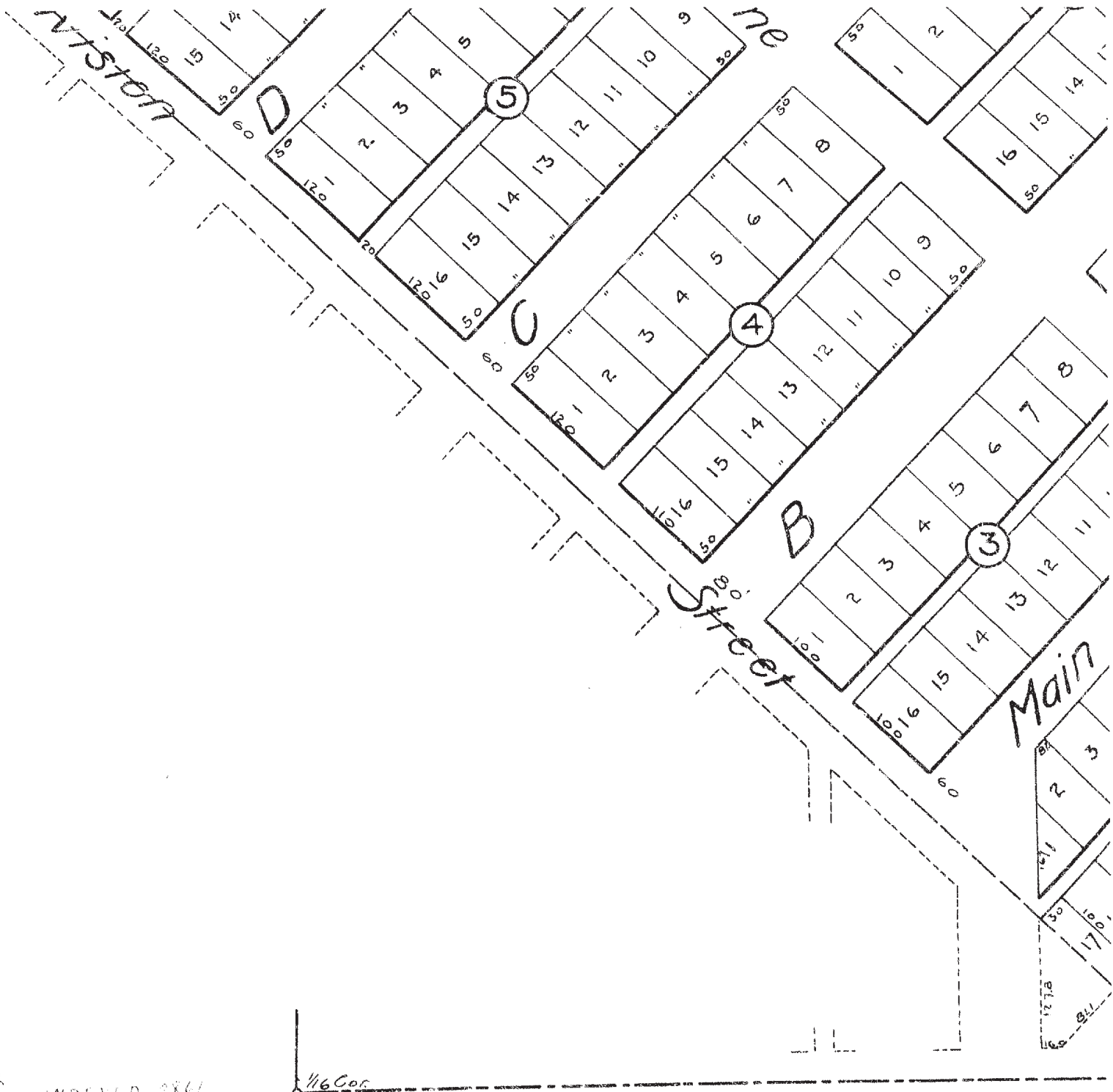
1907 at 8. u. M.
 COUNTY AUDITOR.

APPROVED

APR 10 1907

Daniel Sinclair
 CHAIRMAN

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 Filed to
 Hon.
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 35
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672

INDEXED 2861

1/16 Cor.

Thomas P. Rollins
 Apr 10
 38
 55
 Deeds 468
 and S of Plat
 Milbur Crocker

COMPARED
 May 14 1907
 By Supt. M. E. S.

10.15

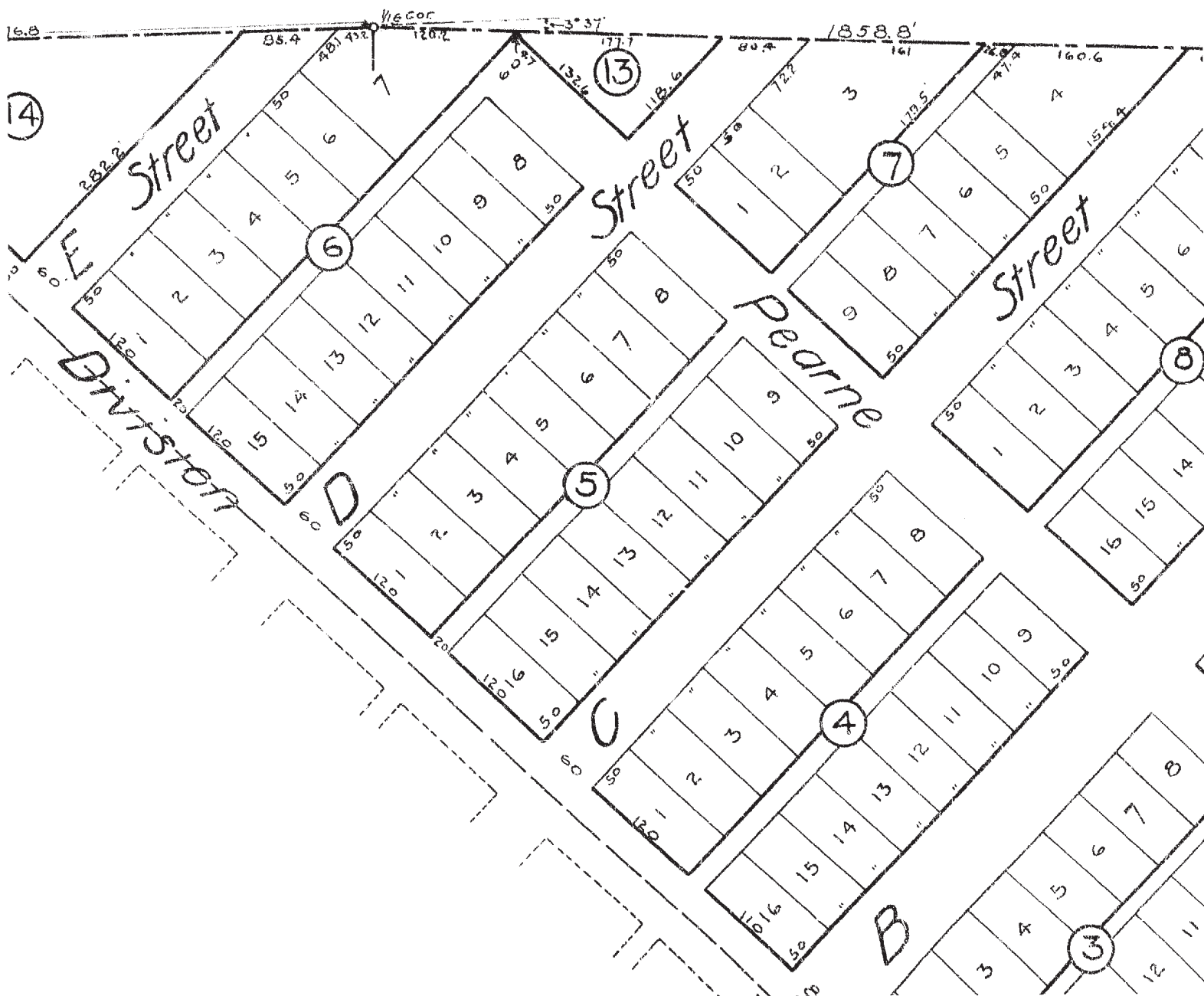
ROBBINS' ADDITION

TO

TOPPENISH, WASH.

April 6, 1907.

Scale: 100 FT. = 1 in.



ADDITION

WASH.

Scale: 100 FT. = 1 IN.

