



WA LITIGATION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

Guarantee No.: G-6328-000021190

Liability: \$ 226,700.00

Fee: \$ 860.00

Order No.: 24-35519-VTE

Dated: August 9, 2024

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.

GUARANTEES

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 priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC
Company Name

12209 E. Mission Ave.
Suite 3
Spokane Valley, WA 99206
City, State



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
 - (b) "public records": those records which impart constructive notice of matters relating to said land;
 - (c) "date": 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, or other security instrument.
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) 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.
 - (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 to 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 hereunder and shall not thereby concede liability or waive any provision thereof.
 - (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 within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
5. **Options 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 claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage 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 liability stated on the face page thereof.
 - (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 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 has been lost or destroyed, in which case proof of 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 to 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 be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
10. **The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.**

WA Litigation Guarantee

LITIGATION GUARANTEE

Issued by
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SCHEDULE A

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 24-35519-VTE

Date of Guarantee: August 9, 2024

Amount of Liability: \$226,700.00

Total: \$937.4

Guarantee No.: 000021190

Premium: \$860.00

Sales Tax: \$77.40

1. Name of Assured:
Spokane County Treasurer
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:
Fee
3. Title to said estate or interest at the date hereof is vested in:
Boardwalk Property Solutions LLC, a Nevada Limited Liability Company
4. The land referred to in this Guarantee is situated in the State of Washington, County of Spokane and is described as follows:
See attached Exhibit "A".

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.

SCHEDULE B

Order Number: 24-35519-VTE

Guarantee No.: 000021190

GENERAL EXCEPTIONS FROM COVERAGE

1. General and Special Taxes and any Assessments. No search has been made thereof.
2. Any unpaid assessments or charges, and liability for further assessments or charges by: City of Spokane
3. Deed of Trust and the terms and conditions thereof:
Grantor: Aruba Properties, LLC, a Nevada limited liability company
Trustee: Spokane County Title Company
Beneficiary: Jonathan and Lisa Ann Orosco, both single people
Amount: \$325,000.00
Dated: September 25, 2020
Recorded: September 25, 2020
Recording No.: 6973281 in the [official records](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.
Covers this and other property

Appointment of Successor Trustee:
Appointed: Michael A. Roozekrans, attorney at law
By: Jonathan Orosco and Lisa Ann Orosco, both single people
Recorded: August 1, 2022
Recording No.: 7228476 in the [official records](#)

Notice of Trustee's Sale:
Given By: Michael A. Roozekrans, Attorney at Law
Sale To Be Held On: January 13, 2023
Recorded: October 11, 2022
Recording No.: 7246124 in the [official records](#)

4. Deed of Trust and the terms and conditions thereof:
Grantor: Aruba Properties, LLC
Trustee: Spokane County Title
Beneficiary: Susanna H. Cole
Amount: \$100,000.00
Dated: September 26, 2020
Recorded: October 13, 2020
Recording No.: 6980460 in the [official records](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Appointment of Successor Trustee: Appointed: Vista Title and Escrow, LLC By: Susanna H. Cole Recorded:
7263077 in the [official records](#)

Partial Release of Deed of Trust as to other property:
Recorded: January 12, 2023
Recording No.: 7263078 in the [official records](#)
Affects Parcel No. 35064.5114

5. Deed of Trust and the terms and conditions thereof:

WA Litigation Guarantee

Grantor: Boardwalk Property Solutions, LLC, a Nevada limited liability company
Trustee: Robert S. Delaney, Attorney at Law
Beneficiary: PVW Trust
Amount: \$185,000.00
Dated: April 10, 2024
Recorded: April 10, 2024
Recording No.: 7342759 in the [official records](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

6. Terms and conditions of survey recorded July 16, 2020 under Recording Number 6943161 in the [official records](#) .
7. Certificate of Approval of Boundary Line Adjustment and the terms and conditions thereof:
Recorded: September 3, 2020
Recording No.: 6964429 in the [official records](#)
8. Pending action in Spokane County:
Superior Court Cause No.: 24-2-01532-32
Being an action for: Foreclosure
Plaintiff: Spokane County
Defendant: Boardwalk Property Solutions LLC
Attorney for Plaintiff: Lawrence Haskell

A Lis Pendens of said action was recorded on June 27, 2024 under Recording No. 7357338 in the [official records](#) .

End of Special Exception

WA Litigation Guarantee

Order Number: 24-35519-VTE

Guarantee No.: 000021190

INFORMATIONAL NOTES

1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exception(s) to made defendants in said action to be brought by the plaintiff, are as follows: Jonathan and Lisa Ann Orosco (beneficiary under Exp #11) 1102 N Woodruff, Spokane Valley 99206 Micahel A. Roozekrans, Attorney at Law (trustee under Exp #11) 601 S. Division St Spokane, WA 99202 Susanna H. Cole (beneficiary under Exp #12) 325 S, Paseo Seco Green Valley, AZ 85614

PVW Trust (beneficiary under Exc #13)
10581 1/2 Ayres Ave
Los Angles, CA 90064

2. The name of a newspaper of general circulation for the publication of a notice of sale:

The Spokesman Review
Spokane Valley News Herald
Cheney Free Press

WA Litigation Guarantee

EXHIBIT A

Order Number: 24-35519-VTE

Guarantee No.: 000021190

PROPERTY DESCRIPTION:

Parts of Lots 1, 2, 9 and 10, all in Block 4 of Resurvey of Whiting's Second Addition, as set forth in Volume "A" of Plats, page 203, more particularly described as follows:

The East 2.18 feet of Lot 1; the East 2.18 feet of the South 53.00 feet of Lot 2; the West 50.00 feet of the South 53.00 feet of Lot 9 and the West 50.00 feet of Lot 10, Block 4, Resurvey of Whiting's Second Addition, as per plat recorded in Volume "A" of Plats, page 203;

Said property is delineated as new Lot "B" of that certain Survey recorded July 12, 2020, under Auditor's file no. 6943161 in Volume 181 of Surveys, page 32;

Situate in the City of Spokane, County of Spokane, State of Washington.



ParcelID: 35064.5115
314 W Euclid Ave, Spokane WA 99205

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

02/01/2024 09:45:23 AM
Recording Fee \$304.50 Page 1 of 2
Quit Claim Deed JOEY DINGFIELD
Spokane County Washington

7331245



When recorded return to:

Joey Dingfield
927 W. Glass Ave
Spokane, WA 99205

QUIT CLAIM DEED

THE GRANTOR(S)

Aruba Properties, LLC

for and in consideration of

in hand paid, conveys and quit claims to

Boardwalk Property Solutions, LLC

the following described real estate, situated in the County of Spokane, State of Washington

together with all after acquired title of the grantor(s) herein:

THE EAST 2.18 FEET OF LOT 1, THE EAST 2.18 FEET OF THE SOUTH 53.00 FEET OF LOT 2, THE WEST 50.00 FEET OF THE SOUTH 53.00 FEET OF LOT 9 AND THE WEST 50.00 FEET OF LOT 10 BLOCK 4 RESURVEY OF WHITING'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A", PAGE 203, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s):

35064.5115

2/1/2024 202401043
TTP 610 AM

Dated:

1-11-2024

William H. Oji

1-11-2024

Rustin Berglund

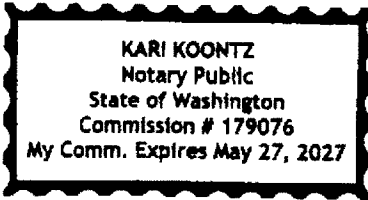
State of Washington
County of Benton

This record was acknowledged before me on (date) by (name(s) of individuals).

(Stamp)

(Signature of notary public)

Kari Koontz



(Title of office) Notary

My commission expires:

May 27, 2027
(date)

When recorded return to:

Allegro Escrow

12423 E Broadway Ave.

Spokane Valley, WA 99216

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

SM/SP 29058

THIS DEED OF TRUST, made this 25th day of September, 2020, between

Aruba Properties, LLC, a Nevada limited liability company

as GRANTOR(S),

whose address is

2413 W. 51st Ave, Kennewick, WA 99337

and

Spokane County Title Company

as TRUSTEE,

whose address is

1010 N. Normandie Street, #203, Spokane, WA 99201

and

Jonathan and Lisa Ann Orosco, both single people

as BENEFICIARY,

whose address is

1102 N Woodruff, Spokane Valley, WA 99206

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Spokane County, Washington:

PARCEL A:

THAT PORTION OF LOTS 1 AND 2, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203, DESCRIBED AS FOLLOWS:

**THE WEST 47.82 FEET OF THE EAST 50.00 FEET OF LOT 1;
ALSO THE WEST 47.82 FEET OF THE EAST 50 FEET OF THE SOUTH 53 FEET OF LOT 2, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203;**

SAID PROPERTY IS DELINEATED AS NEW LOT "A" OF THAT CERTAIN SURVEY RECORDED July 16, 2020, UNDER AUDITOR'S FILE NO. 6943161 IN BOOK 181 OF SURVEYS, PAGE 32, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL B:

THAT PART OF LOTS 1, 2, 9 AND 10, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203, DESCRIBED AS FOLLOWS:

THE EAST 2.18 FEET OF LOT 1, THE EAST 2.18 FEET OF THE SOUTH 53.00 FEET OF LOT 2, THE WEST 50.00 FEET OF THE SOUTH 53.00 FEET OF LOT 9 AND THE WEST 50.00 FEET OF LOT 10, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203;

SAID PROPERTY IS DELINEATED AS NEW LOT "B" OF THAT CERTAIN SURVEY RECORDED July 16, 2020, UNDER AUDITOR'S FILE NO. 6943161 IN BOOK 181 OF SURVEYS, PAGE 32, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Tax Parcel Number(s): 35064, 5114 and 5115

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of **THREE-HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$325,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on **03/25/2022**.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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(s). 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(s) 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(s) 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.
7. **DUE ON SALE:** (OPTIONAL - *Not applicable unless initialed by Grantor and Beneficiary.*) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

RS WFO
Grantor (Initials)

Jt Lao
Beneficiary (Initials)

8. **NO FURTHER ENCUMBRANCES:** (OPTIONAL - *Not applicable unless initialed by Grantor and Beneficiary.*) As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

RS WFO
Grantor initials

Jt Lao
Beneficiary initials

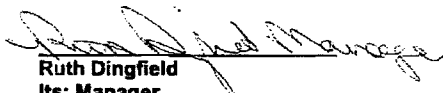
IT IS MUTUALLY AGREED THAT:

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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(s) 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(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. . 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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 encumbrancers 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, or at the discretion of the Beneficiary, 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(s), 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 his/her/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.
9. ADDITIONAL TERMS AND CONDITIONS: (check one)
 - a. None
 - b. As set forth on the attached Exhibit _____ which is incorporated by this reference.

(Note: If neither a nor b is checked, then option "a" applies.)

Aruba Properties, LLC, a Nevada limited liability company


 By William L. Dingfield
 Its: Manager


 Ruth Dingfield
 Its: Manager

STATE OF WA
COUNTY OF Benton

ss.

I certify that I know or have satisfactory evidence that William Dingfield and Ruth Dingfield
of Aruba Properties LLC
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument. (is/are)
the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on
oath stated that they authorized to execute the instrument and acknowledge it as the MEMBERS

Dated:

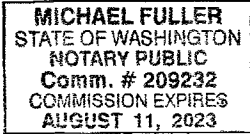
Michael Fuller

Notary name printed or typed:

Notary Public in and for the State of WA

Residing at Benton

My appointment expires: 08/11/2023



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: _____

FILED FOR RECORD AT REQUEST OF:

MICHAEL A. ROOZEKRANS
MICHAEL A. ROOZEKRANS, PLLC
601 S. DIVISION STREET
SPOKANE, WA 99202-1335

Reference # (if applicable): 6973281
Grantor(s): (1) ARUBA PROPRTIES, LLC
Grantee(s): (1) JONATHAN OROSCO (2) LISA ANN OROSCO
Legal Description (abbreviated): Ptn. L 1, 2, 9 and 10, Block 4, Resurvey of Whiting's
Second Addition; delineated as New Lots "A" and "B" of survey recorded July 16, 2020
under Auditor's File No. 6943161, Spokane County, Washington
Additional legal(s) on page
Assessor's Tax Parcel ID# 35064.5114 and 35064.5115

APPOINTMENT OF SUCCESSOR TRUSTEE

ARUBA PROPRTIES, LLC, a Nevada limited liability company, is the Grantor; SPOKANE COUNTY TITLE COMPANY, is the Trustee; and JONATHAN and LISA ANN OROSCO, both single people, are the Beneficiaries under that certain Deed of Trust dated September 25, 2020, and recorded on September 25, 2020, under Spokane County, Washington Auditor's File No. 6973281.

The undersigned, who are the present beneficiaries under said Deed of Trust, desire to appoint a new trustee in the place and stead of the trustee named.

NOW, THEREFORE, in view of the premises, the undersigned hereby appoint MICHAEL A. ROOZEKRANS, Attorney at Law, whose address is 601 S. Division Street, Spokane, WA 99202-1335, as successor trustee under said Deed of Trust, he to have all the powers of said original trustee, effective forthwith.

Dated this 9th day of May 2022.



JONATHAN OROSCO

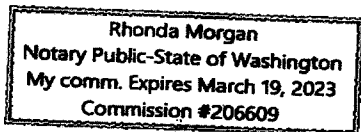


LISA ANN OROSCO

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this day personally appeared before me JONATHAN OROSCO to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed 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 9th day of May 2022.

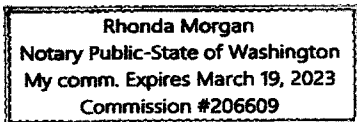


Rhonda Morgan
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane
My commission expires: 03-19-2023
Printed Name: Rhonda Morgan

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this day personally appeared before me LISA ANN OROSCO to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed 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 9th day of May 2022.



Rhonda Morgan
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane
My commission expires: 03-19-2023
Printed Name: Rhonda Morgan

When Recorded Mail To:

Michael A. Roozekrans, PLLC
601 South Division Street
Spokane, WA 99202

**Courtesy Recording
by Vista Title**

Grantor: Aruba Properties, LLC, a Nevada Limited Liability Company
Current Beneficiaries of Deed of Trust: Jonathan Orosco and Lisa Orosco
Current Trustee of Deed of Trust: Michael A. Roozekrans
Current Loan Mortgage Servicer of Deed of Trust: Allegro Escrow Services
Reference Number of the Deed of Trust: 6973281
Parcel Numbers: 35064.5114 35064.5115
Abbreviated Legal Description: PTN of Lots 1, 2, 9 & 10, Block 4 Resurvey of Whiting's
Second Addition

**NOTICE OF TRUSTEE'S SALE OF COMMERCIAL LOAN
Pursuant to RCW 61.24, et seq.**

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee will on the 13th day of January, 2023, at the hour of 11:00 o'clock a.m. at 1116 W. Broadway Avenue, Spokane, WA 99260-0350 entry lobby of Spokane County Court House in the City of Spokane., State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the Spokane County, State of Washington, to-wit:

THAT PORTION OF LOTS 1 AND 2, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203, DESCRIBED AS FOLLOWS:

THE WEST 47.82 FEET OF THE EAST 50.00 FEET OF LOT 1;
ALSO THE WEST 47.82 FEET OF THE EAST 50 FEET OF THE SOUTH 53 FEET OF LOT 2, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203;

SAID PROPERTY IS DELINEATED AS NEW LOT "A" OF THAT CERTAIN SURVEY RECORDED JULY 16, 2020, UNDER AUDITOR'S FILE NO. 6943161 IN BOOK 181 OF SURVEYS, PAGE 32, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

SPOKANE COUNTY TAX PARCEL NUMBER: 35064.5114

Commonly known as 318 West Euclid Avenue, Spokane, Washington 99205

AND

THAT PART OF LOTS 1, 2, 9 AND 10, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203, DESCRIBED AS FOLLOWS:

THE EAST 2.18 FEET OF LOT 1, THE EAST 2.18 FEET OF THE SOUTH 53.00 FEET OF LOT 2, THE WEST 50.00 FEET OF THE SOUTH 53.00 FEET OF LOT 9 AND THE WEST 50.00 FEET OF LOT 10, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203;

SAID PROPERTY IS DELINEATED AS NEW LOT "B" OF THAT CERTAIN SURVEY RECORDED JULY 16, 2020, UNDER AUDITOR'S FILE NO. 6943161 IN BOOK 181 OF SURVEYS, PAGE 32, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

SPOKANE TAX PARCEL NUMBER: 35064.5115

Commonly known as 314 West Euclid Avenue, Spokane, Washington 99205

which is subject to that certain Deed of Trust dated on or about September 25, 2020, recorded September 25, 2020, under Auditor's File No. 6973281, records of Spokane County, Washington, from Aruba Properties, LLC, as Grantor, to Spokane County Title, as Trustee, to secure an obligation in favor of Jonathan Orosco and Lisa Orosco, as Beneficiaries.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

The default(s) for which this foreclosure is made is/are as follows:

The Promissory Note provides that Aruba Properties, LLC shall make interest payments on the first calendar day of each month. Interest payments were only

made through July 25, 2021. Aruba Properties, LLC materially breached and defaulted the express terms of the Promissory Note by failing to make timely interest payments.

The entire principal and interest due pursuant to the Promissory Note was required to be paid in full on March 25, 2020. Aruba Properties, LLC materially breached and defaulted on this provision of the Promissory Note by failing to make full payment when due.

Sections 2 and 8 of the Deed of Trust expressly prohibits Aruba Properties, LLC from encumbering, pledging, mortgaging, or otherwise granting a security interest or lien against the Property. In material breach of Section 8 of the Deed of Trust, on or about September 26, 2020, Aruba Properties, LLC executed a Deed of Trust in favor of Susanna H. Cole that was recorded on October 13, 2020 under Spokane County Auditor Instrument No. 6980460. As a result of this material breach and default of the express terms of the Deed of Trust, the entire principal and interest became immediately due and payable.

Section 7 of the Deed of Trust provides that the property may not be sold or transferred without the Beneficiary's consent and upon breach of sale or transfer provision, the Beneficiary may declare all sums due under the note due and payable. Furthermore, Section 7 of the Promissory Note provides that the property may not be sold or transferred without the beneficiary's consent. In material breach and default of these provisions, on June 13, 2022, Aruba Properties, LLC transferred Spokane County Tax Parcel 35064.5114 (318 West Euclid) to Boardwalk Property Solutions, LLC by Quit Claim Deed recorded under Spokane County Auditor Instrument Number 7220886.

Section 2 of the Deed of Trust required Aruba Properties, LLC to pay the property taxes when due. Aruba Properties, LLC materially breached and defaulted by failing to pay the property taxes to the Spokane County Treasurer on both properties. 35064.5115 – \$5,380.91 .5114 – \$5,036.36

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal \$325,000.00, together with interest as provided in the note or other instrument secured from the September 25, 2020, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 13th day of January 2023. The default(s) referred to in paragraph III must be cured by the 2nd day of January, 2023 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before the 2nd day of January, 2023 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid.

The sale may be terminated any time after the 2nd day of January, 2023 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor, or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

Aruba Properties, LLC	Aruba Properties, LLC	Joseph (Joey) Dingfield
2413 West 51 st Avenue	NCH Registered Agent	927 West Glass Avenue
Kennewick, WA 99337	14900 Interurban Ave South, Suite 271	Spokane, WA 99205-2824
	Tukwila, WA 98168-4654	

by both first-class and certified mail on the 29th day of July, 2022, proof of which is in the possession of the Trustee; and the Borrower's written notice of default was posted in a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through, or under the Grantor of all their interest in the above-described property.

IX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X.

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale, the purchaser has the right to evict occupants who are not tenants by summary proceeding under Chapter 59.12 RCW. For tenant-occupied property, the purchase shall provide a tenant with written notice in accordance with RCW 61.24.060.

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only 20 DAYS from the recording date on this notice to pursue mediation.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

Finance Commission:

Telephone: (877) 894-4663

Website: www.homeownership.wa.gov

The United State Department of Housing and Urban Development

Telephone: (800) 569-4287

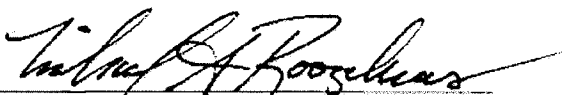
Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys:

Telephone: (888) 201-1014

Website: <http://nwjustice.org/get-legal-help>

DATED this 11th day of October 2022.

By: 

MICHAEL A. ROOZEKRANS

601 South Division Street

Spokane, WA 99202

(509) 624-6200

10/13/2020 11:28:54 AM

6980460

Recording Fee \$111.50 Page 1 of 8
Deed Of Trust SPOKANE, COUNTY TITLE COMPANY
Spokane County Washington



When recorded return to:

Susanna H. Cole
325 S. Paseo Seco
Green Valley, AZ 85614

DEED OF TRUST

(For use in the State of Washington only)

SM/SP 29058

THIS DEED OF TRUST, made this 26th day of September, 2020, between Aruba Properties, LLC
as GRANTOR(S),

whose address is 2413 W. 51st Ave; Kennewick WA 99337

and Spokane County Title
as TRUSTEE,

whose address is 1010 N. Normandie, Suite 203, Spokane, WA 99201

and Susanna H Cole
as BENEFICIARY,

whose address is 325 S Paseo Seco, Green Valley, AZ 85614

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following
described real property in Spokane County, Washington:

314 W. Euclid Ave; Spokane WA 99205

PTIV of Lots 1, 2, 9, and 10 B4
Resurvey of Whittings 2nd Add.

See attached Exhibit A (for legal description)

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 35064-5115

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(s) herein contained, and payment of the sum of one hundred thousand Dollars (\$ 100,000) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/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(s) covenant(s) and agree(s):

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(s). 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(s) 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(s) 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.
7. **NO FURTHER ENCUMBRANCES:** (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.) As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

Grantor initials
Beneficiary initials

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(s) 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(s) 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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 encumbrancers 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(s), 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 his/her/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.

STATE OF

ss.

COUNTY OF

I certify that I know or have satisfactory evidence that

I certify that I know or have satisfactory evidence that

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that signed this instrument, on oath stated that authorized to execute the instrument and acknowledge it as the of to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated:

Notary name printed or typed:
Notary Public in and for the State of
Residing at
My appointment expires:

| ss.

See Attachment

Arden Properties LLC

[Signature]

STATE OF

ss.

COUNTY OF

I certify that I know or have satisfactory evidence that

I certify that I know or have satisfactory evidence that

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that _____ signed this instrument, on oath stated that _____ authorized to execute the instrument and acknowledge it as the of _____ to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated:

See attached certificate

Notary name printed or typed:
Notary Public in and for the State of
Residing at
My appointment expires:

| ss.

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:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

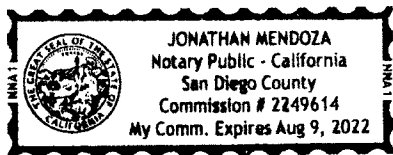
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego }

On September 29, 2020 before me, Jonathan Mendoza notary * *Date Here Insert Name and Title of the Officer*

personally appeared Joseph W Dingfield *Name(s) of Signer(s)*
* public

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deed of Trust

Document Date: 09/29/2020 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

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:

EXHIBIT "A"

PARCEL A:

THAT PORTION OF LOTS 1 AND 2, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203, DESCRIBED AS FOLLOWS:

**THE WEST 47.82 FEET OF THE EAST 50.00 FEET OF LOT 1;
ALSO THE WEST 47.82 FEET OF THE EAST 50 FEET OF THE SOUTH 53 FEET OF LOT 2,
BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN
VOLUME "A" OF PLATS, PAGE 203;**

**SAID PROPERTY IS DELINEATED AS NEW LOT "A" OF THAT CERTAIN SURVEY
RECORDED July 16, 2020, UNDER AUDITOR'S FILE NO. 6943161 IN BOOK 181 OF
SURVEYS, PAGE 32, RECORDS OF SPOKANE COUNTY;**

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL B:

**THAT PART OF LOTS 1, 2, 9 AND 10, BLOCK 4, RESURVEY OF WHITING'S SECOND
ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203, DESCRIBED
AS FOLLOWS:**

**THE EAST 2.18 FEET OF LOT 1, THE EAST 2.18 FEET OF THE SOUTH 53.00 FEET OF LOT
2, THE WEST 50.00 FEET OF THE SOUTH 53.00 FEET OF LOT 9 AND THE WEST 50.00
FEET OF LOT 10, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT
RECORDED IN VOLUME "A" OF PLATS, PAGE 203;**

**SAID PROPERTY IS DELINEATED AS NEW LOT "B" OF THAT CERTAIN SURVEY
RECORDED July 16, 2020, UNDER AUDITOR'S FILE NO. 6943161 IN BOOK 181 OF
SURVEYS, PAGE 32, RECORDS OF SPOKANE COUNTY;**

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Situated in the County of **Spokane**, State of **Washington**.

End of Exhibit "A"

7263077 01/12/2023 12:26:41 PM

Rec Fee: \$18.00 Page 1 of 1

Resign & Appt Of Successor Trustee SIMPLIFILE

LC E-RECORDING

Spokane County Washington eRecorded

WHEN RECORDED RETURN TO:

Name: Vista Title and Escrow
Address: 201 W North River Dr, Ste. 205
Spokane, WA 99022

Filed for Record at Request of: *Vista Title & Escrow, LLC*

SUBSTITUTION OF TRUSTEE

WHEREAS Spokane County Title, is the present Trustee(s) of record under that certain Deed of Trust executed on September 26, 2020, by Aruba Properties, LLC, and filed for record on October 13, 2020, as Recording No. 6980460, of Official Records in the Office of the County Recorder of the County of Spokane, State of Washington;

AND WHEREAS the undersigned, Susanna H Cole, as Beneficiary, is the present holder of the beneficial interest under said Deed of Trust, and do hereby appoint Vista Title and Escrow Company, LLC as Trustee(s) in place and stead of said Spokane County Title under said Deed of Trust;

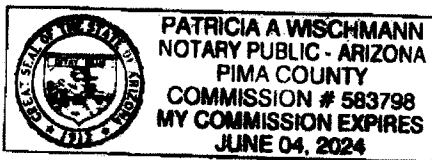
NOW THEREFORE, upon recordation of this document, the undersigned does hereby discharge the present record Trustee(s) and appoint Vista Title and Escrow, LLC as the New Trustee(s) who shall succeed to all the powers, duties, authority and title of the former Trustee(s).

Dated: January 4th, 2023

Susanna H Cole
By: Susanna H Cole

State of Arizona
County of Pima)ss.

This record was acknowledged before me on January 4, 2023, by Susanna H Cole.



Patricia A. Wischmann
Notary name:
Title: Notary Public
My appointment expires: 06/04/2024

WHEN RECORDED RETURN TO:
Name: Vista Title & Escrow
Address: 201 W North River Drive, Suite 205
Spokane, WA 99201

Filed for Record at Request of: *Vista Title & Escrow, LLC - Trustee*

PARTIAL RECONVEYANCE

The undersigned as successor trustee under that certain Deed of Trust, dated September 26, 2020 in which Aruba Properties, LLC is grantor and Susanna H. Cole is beneficiary, recorded on October 13, 2020 as Recording No. 6980460 records of Spokane County, Washington, having received from the beneficiary under said Deed of Trust a written request to reconvey, a portion of the real property described in said Deed of Trust, which request was approved by said grantor, does hereby reconvey, without warranty, to the person(s) entitled thereto all of the right, title and interest now held by said trustee in and to that portion of the real property described in said Deed of Trust situated in Spokane County, Washington, as follows:

Assessor's Property Tax Parcel/Account Number(s): 35064.5114

THAT PORTION OF LOTS 1 AND 2, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203, DESCRIBED AS FOLLOWS:
THE WEST 47.82 FEET OF THE EAST 50.00 FEET OF LOT 1;
ALSO THE WEST 47.82 FEET OF THE EAST 50 FEET OF THE SOUTH 53 FEET OF LOT 2, BLOCK 4, RESURVEY OF WHITING'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 203;
SAID PROPERTY IS DELINEATED AS NEW LOT "A" OF THAT CERTAIN SURVEY RECORDED JULY 16, 2020, UNDER AUDITOR'S FILE NO. 6943161 IN BOOK 181 OF SURVEYS, PAGE 32, RECORDS OF SPOKANE COUNTY; SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON

Dated: January 12, 2023

VISTA TITLE & ESCROW, LLC (TRUSTEE)

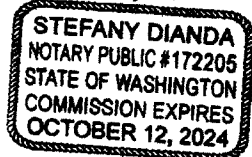
BY: 


Ryan P. Muchow
Authorized Agent

STATE OF Washington)
) ss.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Ryan P. Muchow is the person who appeared before me, and said person acknowledged that he/she has signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as an Authorized Agent of Vista Title & Escrow LLC to be the free and voluntary act of such party for the uses and purposes mentioned this instrument.

Dated: January 12, 2023





Notary Name: *Stefany Dianda*
Notary Public in and for the State of Washington
My appointment expires: *10/12/24*



RETURN NAME and ADDRESS

Joseph Dingfield
927 W. Glass Ave.
Spokane, WA 99205

Please Type or Print Neatly and Clearly All Information

Document Title(s)

Deed of Trust

Reference Number(s) of Related Documents

Grantor(s) (Last Name, First Name, Middle Initial)

Boardwalk Property Solutions, LLC

Grantee(s) (Last Name, First Name, Middle Initial)

PVW Trust
Robert S. Delaney PLLC

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

Lot 1, Lot 2, Lot 9, Lot 10 ; Block 4 Resurvey of Whittings
Second Addition

Assessor's Tax Parcel ID Number

35064.5115

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

State of Washington

Rev. 13463BF

DEED OF TRUST

This Deed of Trust (this "Trust Deed") is made as of the 08 day of February, 2024 (the "Effective Date" by and among PVW Trust, an individual located at 10581 1/2 Ayres Ave, Los Angeles, CA 90064 ("Lender") and Boardwalk Property Solutions, LLC, a limited liability company incorporated under the laws of the State of Nevada located at 927 W. Glass Ave, Spokane, WA 99205 ("Borrower"), and Robert S Delaney PLLC, a limited partnership incorporated under the laws of the State of Washington located at 3132 E. 18th Ave, Spokane, WA 99223 ("Trustee").

IN CONSIDERATION OF the sum lent to Borrower by Lender in the amount of \$185,000.00 (the "Principal Amount") together with interest of 11% on the outstanding balance as evidenced by the Promissory Note dated April 10, 2024 by and between Lender and Borrower, attached hereto as Exhibit A (the "Note"), this Trust Deed secures to Lender the repayment of the Note, and all renewals, extensions and modifications of the Note, and the performance of Borrower's covenants and agreements under this Trust Deed and the Note.

The Interest Rate will be calculated from the Interest Adjustment Date (see below) and will accrue until the whole of the Principal Amount is paid.

The Principal Amount will be repaid on the following terms:

- a. in consecutive monthly installments of \$1,695.83 on the 1st of each month;
- b. the Interest Adjustment Date is May 10, 2024; and
- c. the balance, if any, of the Principal Amount and any interest thereon and any other amount owing under this Trust will be due and payable of April 10, 2025 (the "Maturity Date").

FOR THIS PURPOSE, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Spokane: Select land use code(s) Select Location 0.0000 DocuSign Envelope ID: 83B7FD1F-74E0-4C29-836A-08F7297BC988 X Aruba Properties, LLC 12 X N/A 35064.5115 Quit claim 927 W. Glass Ave THE EAST 2.18 FEET OF LOT 1, THE EAST 2.18 FEET OF THE SOUTH 53.00 FEET OF LOT 2, THE WEST 50.00 FEET OF THE SOUTH 53.00 FEET OF LOT 9 AND THE WEST 50.00 FEET OF LOT 10, BLOCK 4 RESURVEY OF WHITING'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A", PAGE 203, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, which currently has the address of 314 W. Euclid Ave, Spokane, WA 99205, together with all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Trust Deed. All of the foregoing is referred to in this Trust Deed as the "Property."

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal, together with any interest, fees, charges, escrow funds and other costs associated with this Trust Deed, including any amendment, extension or renewal thereof, according to the terms specified in the Note. Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender.

2. Location of Payment. Borrower will make payments as discussed in the clause above at a location later specified by the Lender in writing.

3. Partial Payments. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Trust Deed or performing the covenants and agreements secured by this Trust Deed.

4. Prepayments. If Borrower is not in default of this Trust Deed, Borrower may prepay all or a portion of the Principal Amount, without penalty and according to the terms of the Note. Prepayment shall not relieve Borrower of its obligation from making payments when due under the Note and this Trust Deed or performing the covenants and agreements secured by this Trust Deed.

5. Application of Payments. Except as otherwise described in this Trust Deed, all payments accepted by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due for Escrow Items (as defined herein) due under this Trust Deed. Such payments shall be applied to each payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Trust Deed, and then to reduce the principal balance of the Note. Any application of payments, insurance proceeds, or other amounts to principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments due under the Note.

6. Funds for Escrow Items.

A. Escrow Items. Borrower shall pay to Lender on the day periodic payments are due under the Note, until the Note is paid in full, a sum to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Trust Deed, such as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under this Trust Deed. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that community association dues, fees, and/or assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall also be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section.

B. Payment for Escrow Items. Borrower shall pay Lender amounts for Escrow Items unless Lender waives Borrower's obligation to pay Lender for any or all Escrow Items. Lender may waive

Borrower's obligation to pay to Lender for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items and, if Lender requires, shall furnish to Lender receipts evidencing such payment. If Borrower fails to pay the amount due for an Escrow Item, Lender may pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time.

C. Escrow Fund. Lender may, at any time, collect and hold amounts for Escrow Items in accordance with the Real Estate Settlement Procedures Act ("RESPA"). Lender shall estimate the amount for Escrow Items due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. If there is a surplus of sums for Escrow Items held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of sums for Escrow Items held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA. Upon payment in full of all sums secured by this Trust Deed, Lender shall promptly refund to Borrower any sums for Escrow Items held by Lender.

7. Defense of Title. Borrower warrants and will defend title to the Property against all claims and demands, subject to any encumbrances of record, or any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, and will pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum.

8. Charges. Borrower shall pay all (a) taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Trust Deed; (b) leasehold payments or ground rents on the Property, if any; and (c) community or association dues, fees, and/or assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in this Trust Deed.

9. Liens. Borrower shall promptly discharge any lien which has priority over this Trust Deed unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Trust Deed. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Trust Deed, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section.

10. Property Insurance.

A. Type of Insurance. Borrower shall keep all buildings and improvements now existing or hereafter erected on the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance. The insurance amounts (including deductible levels) and periods and the insurance carrier shall be subject to

Lender's approval. Lender reserves the right to make reasonable changes to the insurance requirements while this Trust Deed is in effect.

B. Maintaining Insurance. If Borrower fails to maintain any of the coverages described above, Lender may at its option obtain insurance coverage, which shall become additional debt of Borrower secured by this Trust Deed. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts paid by Lender under this Section shall bear interest at the same rate as the Principal Amount in the Note.

C. Insurance Beneficiaries. All insurance policies shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

D. Event of Loss. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Trust Deed, whether or not then due, with the excess, if any, paid to Borrower.

11. Maintenance and Repair. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Regardless of if Borrower is residing in the Property, Borrower shall maintain the Property and shall not allow the Property to deteriorate or decrease in value due to its condition. If the Property is damaged, Borrower shall promptly repair the Property to avoid further deterioration or damage, unless repair or restoration is not economically feasible.

12. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances, or threaten to release any hazardous substances, on or in the Property. In addition, Borrower shall not do, or allow anyone else to do, anything affecting the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law or which, due to the presence, use or release of a hazardous substance, creates a condition that adversely affects the value of the Property. Hazardous substances include substances defined as toxic or hazardous substances, pollutants, or wastes by environmental law, gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

13. Inspections. Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the buildings and improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

14. Protection of Lender's Interest. Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and its rights under this Trust Deed, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Trust Deed. These amounts shall bear interest at the same rate as the Principal Amount in the Note.

15. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Trust Deed granted by Lender to Borrower shall not operate to release the liability of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons or entities or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

16. Sale of the Property. Borrower shall not sell, transfer, lease, assign or otherwise dispose of all or any part of the Property or Borrower's interest in the Property without Lender's prior written consent. If all or any part of the Property or Borrower's interest in the Property is sold, transferred, leased, assigned or otherwise disposed of without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Trust Deed.

17. Sale of the Note. The Note or a partial interest in the Note (together with this Trust Deed) can be sold one or more times without prior notice to Borrower. Borrower will be given written notice of the change which will state the new name and address, the address to which payments should be made and any other information required by RESPA.

18. Events of Default. The following shall each constitute an "Event of Default":

- Borrower fails to make any required payment due under the Note or this Trust Deed.
- Borrower fails to comply with any of the terms or conditions of the Note or this Trust Deed.
- Borrower gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the loan.

19. Acceleration. Upon the occurrence of an Event of Default, Lender shall give notice to Borrower specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than one hundred twenty (120) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Trust Deed and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Trust Deed without further demand and may invoke the power of sale and any other remedies permitted by applicable law.

20. Power of Sale. If Borrower remains in default after one hundred twenty (120) days, Lender may at its option foreclose and force a sale of the Property without a judicial proceeding. If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall record a notice of sale in each county in

which any part of the Property is located and shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

21. Remedies. Lender may enforce its rights or remedies in equity or at law, or both, whether for specific performance of any provision in this Agreement or to enforce the payment of the Loan or any other legal or equitable right or remedy. The rights and remedies of Lender now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and shall be in addition to every other such right or remedy. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Trust Deed, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Release. Upon payment of all sums secured by this Trust Deed, Lender shall release this Trust Deed, and Lender shall request Trustee to reconvey the Property to Borrower and shall surrender this Trust Deed and all notes evidencing debt secured by this Trust Deed to Trustee.

24. Notices. All notices given by Borrower or Lender in connection with this Trust Deed must be in writing. Any notice to Borrower in connection with this Trust Deed shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless applicable law expressly requires otherwise. The notice address shall be the Property address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. Any party in this Trust whose address has changed is responsible for notifying the other Parties of the change in address. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Trust Deed shall not be deemed to have been given to Lender until actually received by Lender.

25. Successors and Assigns. Any successor-in-interest of Borrower who assumes Borrower's obligations under this Trust Deed in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Trust Deed. Borrower shall not be released from Borrower's obligations and liability under this Trust Deed unless Lender agrees to such release in writing. The covenants and agreements of this Trust Deed shall be binding upon and inure to the benefit of the successors and assigns of Lender.

26. U.C.C. Security Agreement. The Parties agree that if any of the Property here is of a nature so that a security interest in the Property can be perfected under the Uniform Commercial Code (U.C.C.), this

instrument will constitute a Security Arrangement and the Parties will work together to execute any financing statements and all other instruments that will be required for perfection or renewal of such security interest under the U.C.C.

27. Governing Law. This Trust Deed shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to the conflict of laws principles thereof. All rights and obligations contained in this Trust Deed are subject to any requirements and limitations of the governing law.

28. No Waiver. No exercise of any right or remedy by Lender or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law. No delay by Lender or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

29. Severability. If any provision of this Trust Deed is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been in this Trust Deed.

30. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Trust Deed.

31. Copies. All parties shall be given one copy of the Note and of this Trust Deed.

32. Time of Essence. Time is of the essence in each the performance of this Trust Deed.

IN WITNESS WHEREOF, this Trust Deed has been executed and delivered as of the date first written above.

Boardwalk Property Solutions, LLC <hr/> Borrower Full Name	<i>Joseph Dingfield</i> <hr/> Representative Signature	Joseph Dingfield Member <hr/> Representative Name and Title
---	--	--

Agreed and acknowledged by:

<hr/> Lender Signature	<hr/> PVW Trust Lender Full Name
-------------------------------	---

Robert S Delaney PLLC
Trustee Full Name

Representative Signature

Robert Delaney
CEO
Representative Name and Title

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Florida

COUNTY OF Miami-Dade

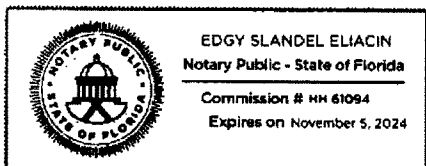
On this day, personally appeared before me, Joseph Dingfield, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this day of April 10, 2024.

~~Egy Slandel Eliacin~~ Edgy Slandel Eliacin
Notary Public Signature

My Commission expires: 11/05/2024

This foregoing instrument was acknowledged before me by means of online notarization, this 04/10/2024 by Joseph Dingfield.



Personally Known OR Produced Identification

Type of Identification Produced California drivers license

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 16 DAY OF July 2020 AT 1:35 P.M. IN BOOK 187 OF SURVEYS AT PAGE 32 AT THE REQUEST OF Jonathan Orsco

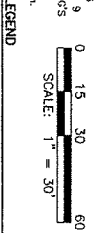
(Signed) *[Signature]*
County Auditor

LEGAL DESCRIPTION

(As shown in Quit Claim Deed recorded July 15, 2018, as Auditor's File No. 6822077)
Parts of Lots 1, 2, 9, and 10, all in Block 4 RESURVEY OF WHITING'S SECOND ADDITION described as follows:
The East 50 Feet of Lot 1, the East 50 Feet of the South 53 Feet of Lot 2, the West 50 Feet of the South 53 Feet of Lot 9 and the West 50 Feet of Lot 10 Block 4 RESURVEY OF WHITING'S SECOND ADDITION, according to Plat recorded in Volume "A", page 203, in the City of Spokane, Spokane County, Washington.
NEW LOT A:

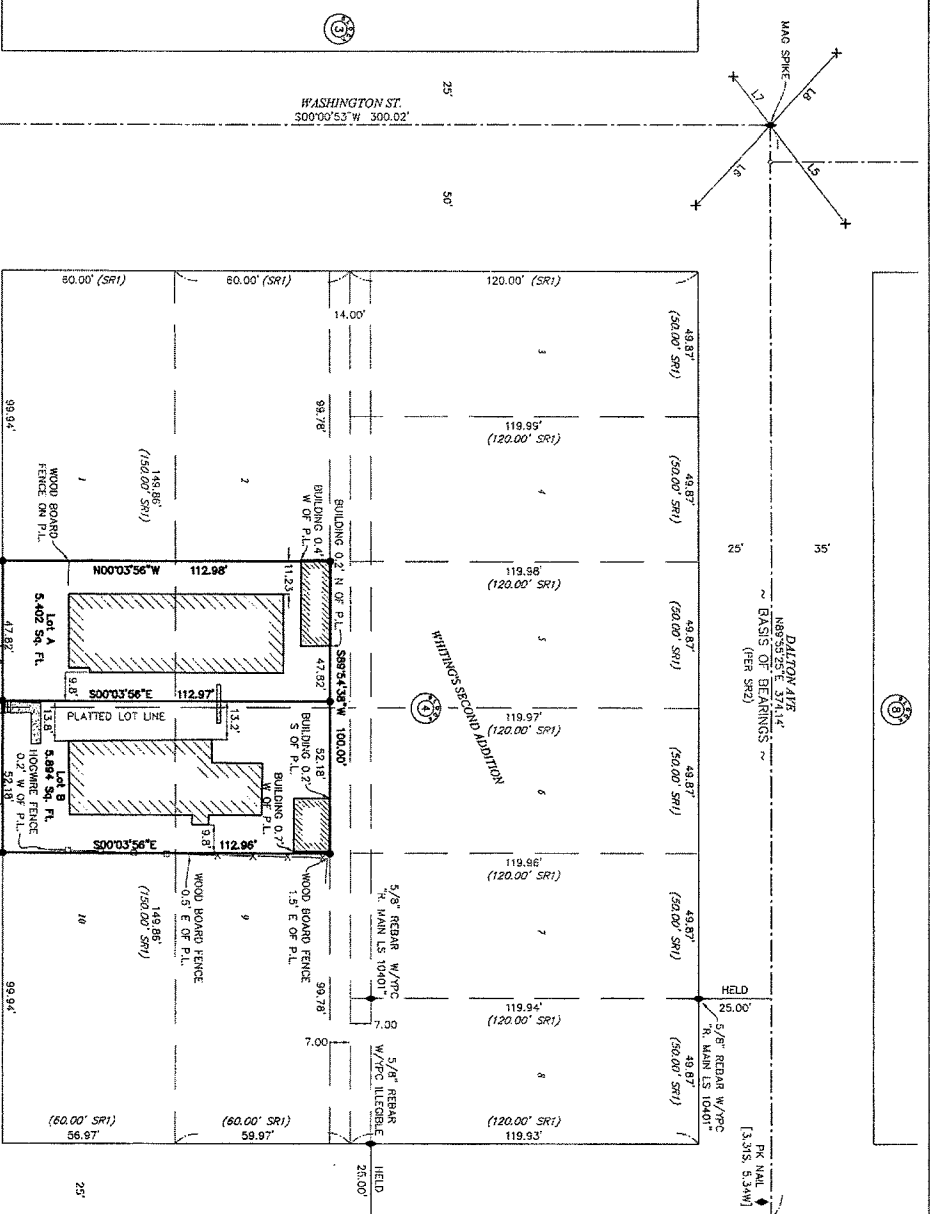
Parts of Lots 1 and 2, all in Block 4 RESURVEY OF WHITING'S SECOND ADDITION described as follows:
The West 47.82 Feet of the East 60.00 Feet of Lot 1; the West 47.82 Feet of the East 50 Feet of the South 53 Feet of Lot 2, Block 4 RESURVEY OF WHITING'S SECOND ADDITION, according to Plat recorded in Volume "A", page 203, in the City of Spokane, Spokane County, Washington.
NEW LOT B:

Parts of Lots 1, 2, 9, and 10, all in Block 4 RESURVEY OF WHITING'S SECOND ADDITION described as follows:
The East 218 Feet of Lot 1, the East 218 Feet of the South 5300 Feet of Lot 2, the West 50.00 Feet of the South 5300 Feet of Lot 9 and the West 50.00 Feet of Lot 10, Block 4 RESURVEY OF WHITING'S SECOND ADDITION, according to Plat recorded in Volume "A", page 203, in the City of Spokane, Spokane County, Washington.



LEGEND

- SET 1/2" REBAR WITH 180° BENDS TO 1200° UNLESS OTHERWISE SHOWN
- ◊ FOUND AS SHOWN
- COMPUTED POINT, NOTHING FOUND OR SET
- (SR#) RECORD DATA PER SURVEY REFERENCES SR#
- [] LATITUDE AND DEPARTURE FROM CALCULATED POSITION CORNER NOT ACCEPTED
- NO ID = NO IDENTIFYING
- CP OR TMS = CONCRETE PILE OR TIE
- YPC = YELLOW PLASTIC CAP
- PL = PROPERTY LINE
- + FOUND "N" IN CONCRETE CURB
- = WOOD BOARD FENCE
- X—X— = HOG WIRE FENCE
- = CONCRETE
- = BUILDING



SURVEYOR'S NARRATIVE:
The survey was performed to determine the boundary lines of the subject property and the location of a boundary line adjustment of the subject property. The survey was performed on the subject property and the location of a boundary line adjustment of the subject property. The center line of Spokane monument reference sheets and found monuments. The center line of Dolan Avenue was retraced holding the location referenced on the intersection with Washington Street and holding 25.00 Feet from the monument found marking the Northwest corner of the Lot 8, Block 4, as shown. The intersection of Eccleld Avenue and Colgate Street was held at the midpoint between the intersection of Eccleld Avenue and Colgate Street. The monument found on the East line of Lot 8, Block 4, on the East line of Lot 8, Block 4.

SURVEYOR'S NOTE:
1. The field control for this survey was performed, and the corners shown as found herein were located, on June 5, 2020.
2. Dimensions shown hereon to approximate existing section, in all cases unless otherwise noted these measurements are perpendicular to the property line.
3. The purpose of this survey is to document the monumentation of the legal descriptions shown herein.

LINE TABLE

LINE BEARING	DISTANCE
N 67°44'19" E	10.43
S 81°58'54" W	11.86
S 81°58'54" W	11.86
N 11°30'02" W	16.57
N 82°38'11" E	49.28
N 82°38'11" E	49.28
S 82°28'28" W	51.01
N 72°14'13" W	53.53

BASIS OF BEARINGS:
R88°55'25"E was assumed on the centeline of Eccleld Ave. per SR# 21.
SURVEY REFERENCES:
COUNTY, WASHINGTON: SPARKER WHITING'S SECOND ADDITION, SPOKANE COUNTY, WASHINGTON, IN BOOK 64 OF SURVEYS, PAGE 88, SPOKANE COUNTY, WASHINGTON
EQUIPMENT AND PROCEDURES:
This survey was performed with a 1 second total station theodolite using field traverse procedures, and using Global Positioning System (GPS) equipment with 5 mm, + 1 ppm, accuracy.

SHEET 1 OF 1

SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Revised Code of Washington Act of the request of Jonathan Orsco, in May, 2020.
Name of Surveyor:
[Signature]
Donald B. Clark, PLS No. 12904
6-29-20



DATE: 6/29/20
DNG. BY: MMH
SCALE: 1"=30'
F.B. NO.: 31/844
FOR: OROSCCO
W.O. NO. 2020-01-047

RECORD OF SURVEY:
A PORTION OF LOTS 1, 2, 9, AND 10, BLOCK 4 RESURVEY OF WHITING'S SECOND ADDITION, IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON
ADAMS & CLARK, INC.
1720 W. Fourth Ave.
Spokane, WA 99201-5802
(509) 747-4800

SW	1/2	SE
NW	1/2	NE



AFTER RECORDING RETURN TO:

Attn: Melissa Owen
Planning & Development Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3333

Certificate of Approval of Boundary Line Adjustment

Expiration date if not processed by County Assessor: August 28, 2021

Approval Date: August 28, 2020
Reference #: Z20-139BLA
Grantor(s): Jonathan Orosco; Lisa Orosco
Site Address: 314 W Euclid Avenue

Legal description(s) of parcel(s) BEFORE boundary line adjustment:

Assessor's parcel #: 35064.5101
WHITINGS 2ND RES PT OF L1-2-9-10 B4 E50FT L1 E50FT OF S 53FT OF L2 W50FT OF S53FT OF L9 W50FT OF L10

Legal description(s) AFTER boundary line adjustment:

Aggregation A (addressed as 318 W Euclid Avenue):
PARTS OF LOTS 1 AND 2, ALL IN BLOCK 4 RESURVEY OF WHITING'S SECOND ADDITION DESCRIBED AS FOLLOWS:

THE WEST 47.82 FEET OF THE EAST 50.00 FEET OF LOT 1; ALSO THE WEST 47.82 FEET OF THE EAST 50 FEET OF THE SOUTH 53 FEET OF LOT 2, BLOCK 4 RESURVEY OF WHITING'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A", PAGE 203, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Aggregation B (addressed as 314 W Euclid Avenue):
PARTS OF LOTS 1, 2, 9, AND 10, ALL IN BLOCK 4 RESURVEY OF WHITING'S SECOND ADDITION DESCRIBED AS FOLLOWS:

THE EAST 2.18 FEET OF LOT 1, THE EAST 2.18 FEET OF THE SOUTH 53.00 FEET OF LOT 2, THE WEST 50.00 FEET OF THE SOUTH 53.00 FEET OF LOT 9 AND THE WEST 50.00 FEET OF LOT 10, BLOCK 4 RESURVEY OF WHITING'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A", PAGE 203, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Approved by:

Melissa Owen, Planning & Development Services

NOTE: Development of this property may be subject to conditions from other City departments.