



**WA LITIGATION GUARANTEE**

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

**Guarantee No.:** G-6328-000021203

**Liability:** \$ 217,800.00

**Fee:** \$ 860.00

**Order No.:** 24-35529-VTE

**Dated:** August 13, 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.**

**Spokane County Treasurer**

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of 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

201 W. North River Drive  
Suite 205  
Spokane, WA 99201  
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: 24-35529-VTE

Date of Guarantee: August 13, 2024

Amount of Liability: \$217,800.00

Total: \$937.4

Guarantee No.: 000021203

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:  
Kydolphus E. Frenche, as a separate estate
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: 24-35529-VTE

Guarantee No.: 000021203

GENERAL EXCEPTIONS FROM COVERAGE

1. Payment of Real Estate Excise Tax, if applicable:

Beginning January 1, 2023, the state will switch to a graduated tax scale based on the selling price of the property (RCW.45.060):

\$525,000.00 and less: 1.1% (plus local rate of .25% or .50%)

Greater than \$525,000.00 and less than or equal to \$1,525,000.00: 1.28% (plus local rate .25% or .50%)

Greater than \$1,525,000.00 and less than or equal to \$3,025,000.00: 2.75% (plus local rate .25% or .50%)

Greater than \$3,025,000.00: 3% (plus local rate .25% or .50%).

2. General Taxes: First half delinquent May 1; Second half delinquent November 1:

Year: 2024

Amount Billed: \$NA

Amount Paid: \$NA

Amount Due: \$NA, plus interest and penalties

Tax Account No.: 35222.4707 in the [official records](#)

Levy Code: 0010

Land: \$55,000.00

Improvements: \$162,800.00

Note: There are special circumstances regarding this parcel. Please call 509-477-4713 for tax information.

3. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
4. If the herein described property consists of the dwelling in which the owner resides, such premises cannot be conveyed or encumbered unless the instrument is executed and acknowledged by both spouses/domestic partners, if said owner is a married person/registered domestic partner, pursuant to RCW 6.13.

If the owner is unmarried the forthcoming instrument should so recite.

5. Restrictions, easements, dedications and delineated matters, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), contained on the face of the Plat of Parkwood in the [official records](#) as recorded in Volume "E" of Plats, Page(s) 43, and any amendments thereto.

End of Special Exception

## WA Litigation Guarantee

Order Number: 24-35529-VTE

Guarantee No.: 000021203

### 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:

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: 24-35529-VTE

Guarantee No.: 000021203

#### PROPERTY DESCRIPTION:

Lot 7 in Block 2 of Parkwood, according to the plat thereof recorded in Volume "E" of Plats, Page(s) 43, records of Spokane County, Washington.

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

Affects Parcel #35222.4707



WHEN RECORDED RETURN TO  
B J Ruhl  
North Pacific Trustee, Inc.  
PO Box 4143  
Bellevue, WA 98009-4143

SPECIAL WARRANTY DEED

135501-JL-A

RCF File No: 7228.20096/Miller, Mitchell W./8636102

THIS INDENTURE made this 1st day of June, 1999, between Aurora Loan Servicing, Inc. a corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, located at Scottsbluff NE, hereinafter Grantor, and THE SECRETARY OF VETERAN AFFAIRS, an officer of the United States of America, his successors or assigns, as such, GRANTEE:

WITNESSETH, that GRANTOR for and in consideration of the sum of Ten Dollars (\$10.00) paid by GRANTEE, the receipt whereof is acknowledged, and other valuable consideration, hereby grants, and conveys unto GRANTEE, and to their successors and assigns, forever, but without recourse, representation of warranty (statutory or otherwise), except as expressed herein, all of its right, title and interest in and to that certain tract or parcel of land described as follows, to wit:

Tax Parcel No.: 35222.4707

Abbreviated Legal Description:

Lot 7, in Block 2 Parkwood, as per plat thereof recorded in Volume "E" of Plats, Page 43; Situate in the City of Spokane, County of Spokane, State of Washington.

together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demands whatsoever, of the said GRANTOR, either in law or equity, or, in and to the above-bargained premises, with the said hereditaments and appurtenances; TO HAVE AND TO HOLD the premises as before described, with the appurtenances, unto the said Grantee, their successors and assigns forever.

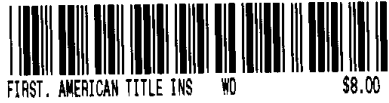
And GRANTOR, for itself and its successors does covenant, promise and agree, to and with the said GRANTEE their successors and assigns, that GRANTOR has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by through or under it, it will warrant and forever defend.

06/25/1999 MCH

\$2.00 990009442







4435689  
Page: 1 of 1  
11/30/1999 02:05P  
Spokane Co. WA

**SPECIAL WARRANTY DEED**

The Grantor, as Secretary of Veterans Affairs, an Officer of the United States of America, whose address is Department of Veterans Affairs in the Washington, D.C. 20420 for and in consideration of the sum of ten dollars (\$10.00), in hand paid, and other valuable consideration, bargains, sells, and conveys to:

141522-KS.  
13

Kydolphus E. Frenche, an unmarried individual

the following-described real estate, situate in the County of Spokane, State of Washington:

Lot 7, Block 2, Parkwood, according to plat recorded in Volume "E" of plats, page 43, in the City of Spokane, Spokane County, Washington.

Parcel # 35222.4707

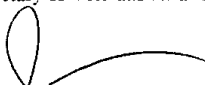
Subject to all easements, restriction and reservations of record, if any.

Grantor warrants the title to all the above-described property against the claims for any and all persons claiming or to claim the same or any part thereof by, through, or under the Grantor.

IN WITNESS WHEREOF:

Grantor, on the 22nd day of November 1999, has caused this instrument to be signed and sealed in his name and on his behalf by the undersigned Asst. Loan Guaranty Officer, being thereunto duly appointed, qualified and acting pursuant to Section 36.4342 of the Regulations pursuant thereto, and who is authorized to execute this instrument.

TOGO D. WEST JR.  
Secretary of Veterans Affairs

By   
JAMES P. TIERNEY  
Asst. Loan Guaranty Officer  
Regional Office, Seattle, WA  
Pursuant to a delegation of  
authority contained in DVA  
Regulation 36.4342

11/30/1999 CRG

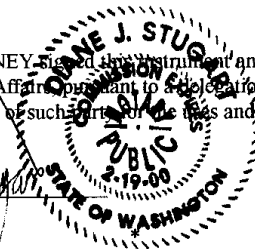
STATE OF WASHINGTON, COUNTY OF KING

I certify that I know or have or have satisfactory evidence that JAMES P. TIERNEY, signed this instrument and acknowledged it as the Loan Guaranty Officer, of the Department for Veterans Affairs, pursuant to a delegation of authority from the Secretary of Veterans Affairs, to be the free and voluntary act of such party, for the fees and purposes mentioned in the instrument.

Dated 11/22/99

Notary Public 

Appointment Expires 2/19/00



\$2.00 930018101

# Parcel Information

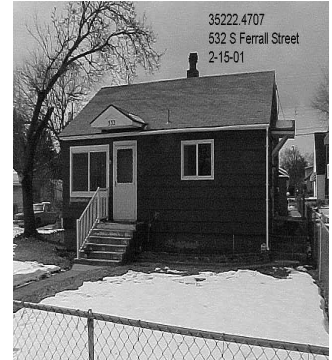
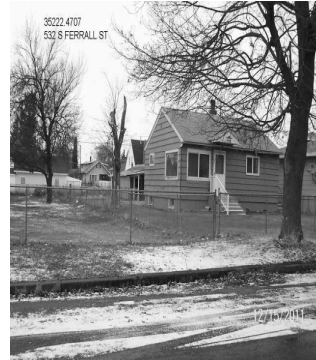


Parcel Number: 35222.4707

Data As Of: 8/20/2024

Site Address: 532 S FERRALL ST

**Parcel Image**



**Owner Name:** FRENCH, KYDOLPHUS E  
**Address:** 532 S FERRALL ST, SPOKANE, WA, 99202-

**Taxpayer Name:** FRENCH, VICTORIA  
**Address:** 532 S FERRALL ST, SPOKANE, WA, 99202-5130

**Site Address**

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	532 S FERRALL ST	SPOKANE	6400	Square Feet	11 Single Unit	2024	0010	Active

**Assessor Description**

PARKWOOD L7 B2

**Appraisal**

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
11 Single Unit	161	413568	BISBE	CITY-SO OF SPRAGUE	Jerald	(509) 477-5934

Under Washington State Law (WAC 458-07-015) The Assessor's office is required to make an exterior observation of all properties at least once every six years. **This property is scheduled for inspection between October 2029 and May of 2030.**

**Assessed Value**

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2025	203,800	203,800	60,000	143,800	0	0
2024	217,800	217,800	55,000	162,800	0	0
2023	213,100	213,100	55,000	158,100	0	0
2022	149,510	149,510	29,310	120,200	0	0
2021	130,320	130,320	23,420	106,900	0	0

**Characteristics**

Dwelling/ Structure	Year Built	Gross Living Area	Size	Type House Type	Roof Material	Heat	Cool Bedroom*	Half Bath*	Full Bath*
Dwelling	1947	696	NA SF	45 Small Sq Ft Rancher	Comp sh medium	Forced hot air-oil	None 2	0	1
Residential Detached Garage	1956	NA	680 SF				0	0	0

\* - Room counts reflect above grade rooms only.

Residential Sq Ft Breakdown	Sq Ft	Extension
Basement	696	R01
1st Floor	696	R01

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	R1SL	50	128	1

Sales				
Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
11/22/1999	49,950.00	Special Warranty Deed	990018101	35222.4707
06/21/1999	0.00	Special Warranty Deed	990009442	35222.4707
06/01/1999	39,006.00	Trustee Deed	990008256	35222.4707
02/24/1995	54,000.00	RESIDENTIAL		35222.4707
08/22/1988	33,000.00	NORMAL SALE		35222.4707

#### Property Taxes

There are special circumstances regarding this parcel. Please call (509) 477-4713 for tax information.

## Disclaimer

We are pleased to give you online access to the Assessor's Office and Treasurer's Office property tax and valuation information. While we make every effort to produce and publish the most current and accurate information possible, portions of this information may not be current or correct. Neither Spokane County, the Assessor, nor the Treasurer makes any warranty, express or implied, with regard to the accuracy, reliability, or timeliness of information in this system, and shall not be held liable for losses caused by using this information. Any person or entity that relies on any information obtained from this system, does so at his or her own risk. Please feel free to contact us about any error you discover or to give comments and suggestions. Call the Assessor's Office at (509) 477-3698 or the Treasurer's Office at (509) 477-4713.

RCW 42.56.070 (9) prohibits the release of lists of individuals requested for commercial purposes. The requester expressly represents that no such use of any such list will be made by the user or its transferee(s) or vendee(s). I understand, acknowledge, and accept the statements above, and agree to adhere to the prohibitions listed in RCW 42.56.070 (9).

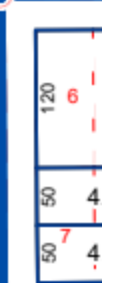
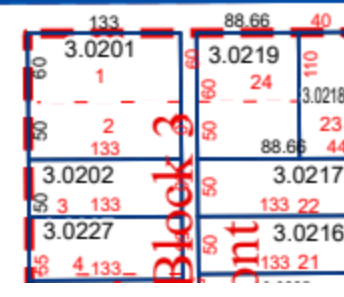
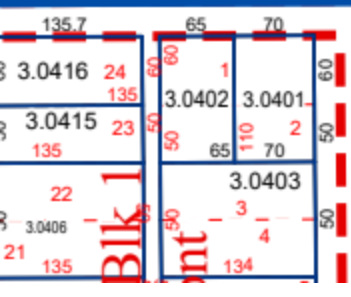
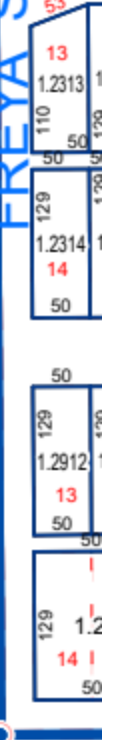
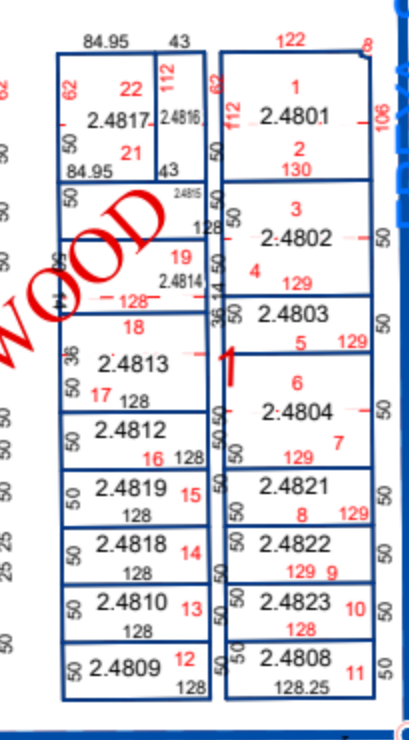
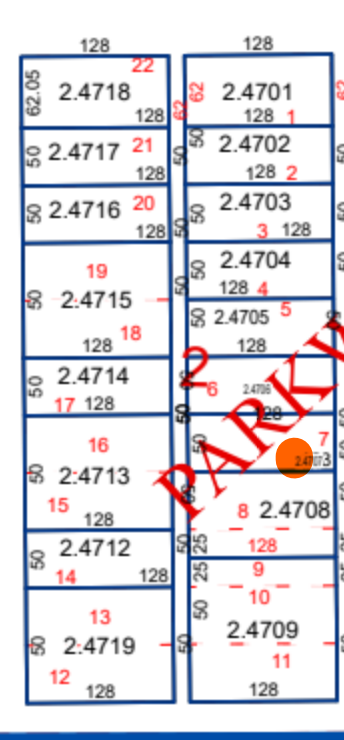
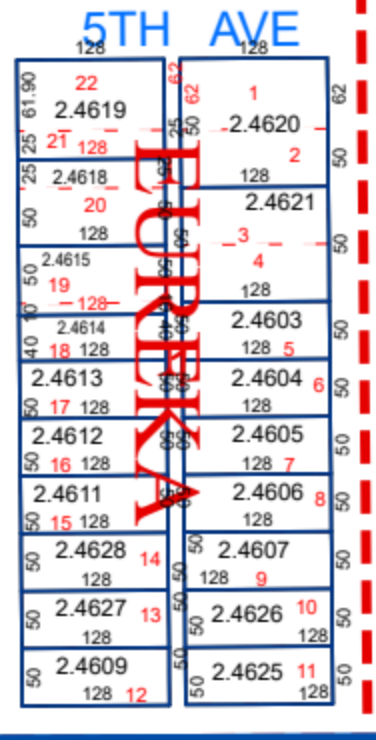
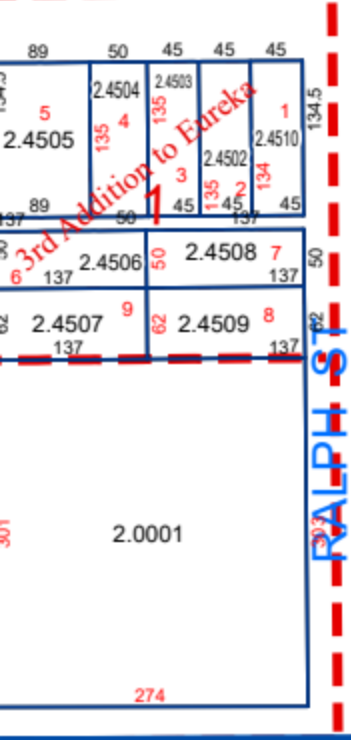
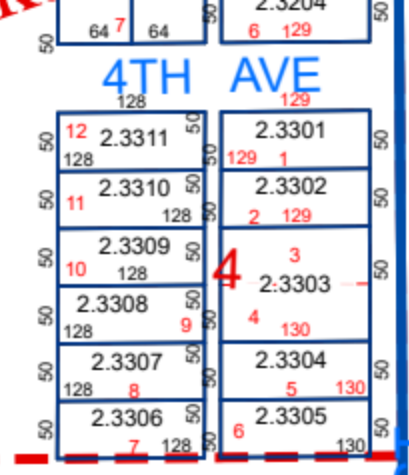
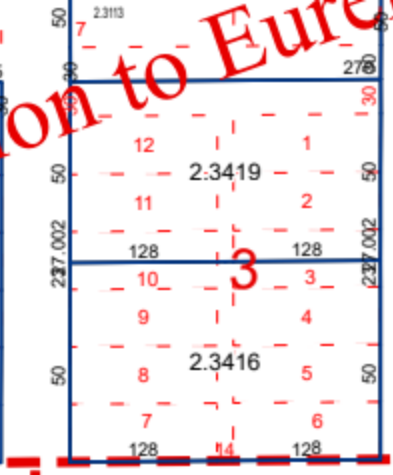
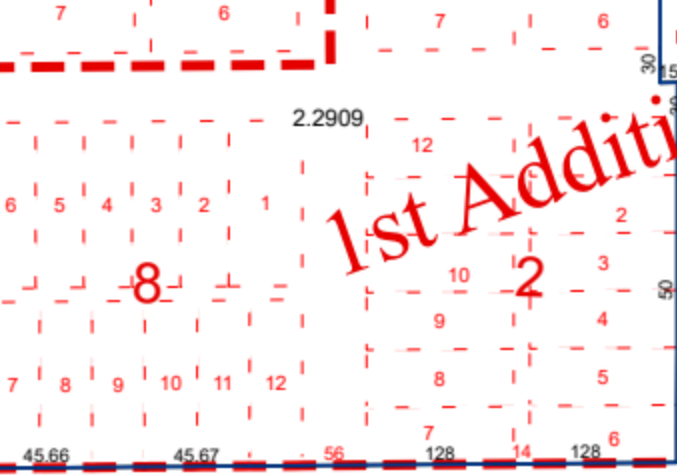


 **VISTA**

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.

rs (<https://hxgncontent.com/about/partners/data-part...>)

1st Addition to Eureka



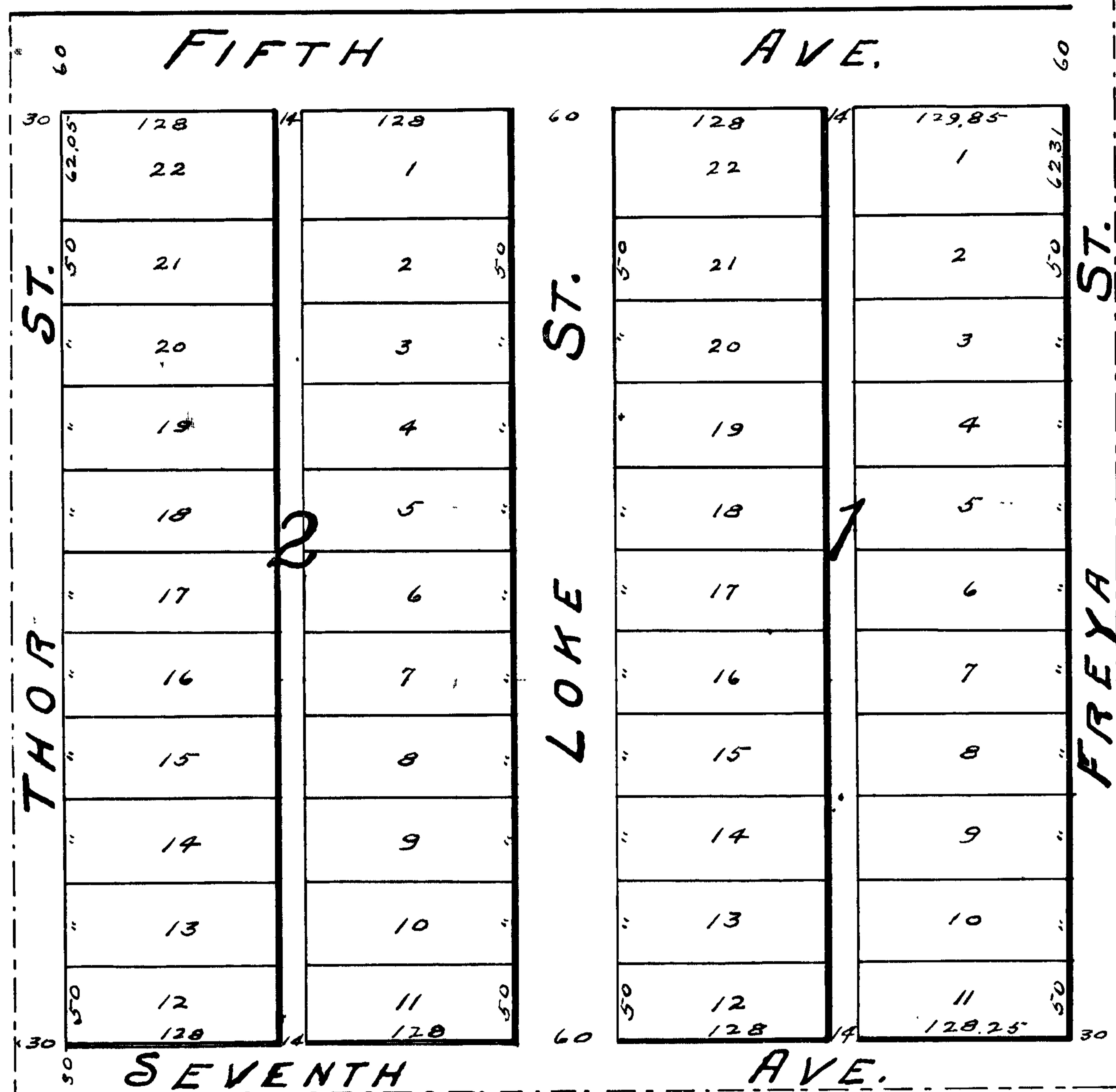
# Parkwood.

SPOKANE COUNTY, WASHINGTON.

SCALE. 1 IN. = 100 FT.

P. F. BYRNE, C. E.

MAY, 1905.



*Dedication*  
 Know all men by these Presents: That Frank Hoblit and Mellie A Hoblit husband and wife, of the County of Logan and State of Illinois, have laid off and platted into lots, blocks, streets, avenues and alleys, as shown on the annexed plat, the following described tract, The Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of the Northwest quarter (N.W. 1/4) of Section twenty-two (22) Township Twenty-four (24) North, Range Forty-three (43) East, Willamette Meridian, excepting the North fifteen and nine tenths (15.9) feet of said above described tract, to be known as "Parkwood" and we hereby dedicate to the public use, the streets, avenues and alleys, as the same is shown hereon.

In Witness Whereof, we have hereunto set our hands this 6th day of June A. D. 1905.

Frank Hoblit  
 Mellie A. Hoblit  
 Witness, John Feuerbacher Jr.

State of Illinois }  
 County of Logan } S.S.

On this Sixth day of June A. D. 1905, before me, a notary public in and for said County and State, personally appeared Frank Hoblit and Mellie A. Hoblit husband and wife, to me known to be the identical persons who executed the foregoing instrument and acknowledged the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this sixth day of June A. D. 1905.

J. W. Decker  
 Notary Public.

I hereby certify the above to be a correct plat of the survey of the above described tract.

P. F. Byrne  
 Surveyor.

I hereby certify above plat does not conflict with any county road.

W. A. Cummings  
 County Surveyor.

3  
 J. W. Decker