



**WA LITIGATION GUARANTEE**

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

**Guarantee No.:** G-6328-000021240

**Liability:** \$ 2,500.00

**Fee:** \$ 400.00

**Order No.:** 24-35563-VTE

**Dated:** August 16, 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: 24-35563-VTE

Date of Guarantee: August 16, 2024

Amount of Liability: \$2,500.00

Total: \$436

Guarantee No.: 000021240

Premium: \$400.00

Sales Tax: \$36.00

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:  
Raymond Beau Davey, a single person
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: 24-35563-VTE

Guarantee No.: 000021240

GENERAL EXCEPTIONS FROM COVERAGE

1. General and Special Taxes and any Assessments. No search has been made thereof.
2. 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.
3. A Lis Pendens of said action was recorded on June 27, 2024 under Recording No. 7357338 in the [official records](#) . and filed in the Spokane Superior Court on June 26, 2024 under Court Case No. 24-2-01532.32.
4. Covenants, conditions and restrictions, 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 in Warranty Deed.  
Recorded: June 22, 1910  
Recording No.: Book 264 Page 387 in the [official records](#)  
AS TO LOT 1
5. Covenants, conditions and restrictions, 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 in Corporation Deed  
Recorded: July 30, 1903  
Recording No.: Book 138 Page 311 in the [official records](#)  
AS TO LOT 2
6. Covenants, conditions and restrictions, 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 in Corporation Deed  
Recorded: February 2, 1904  
Recording No.: Book 146 Page 445 in the [official records](#)  
AS TO LOT 5
7. Exceptions and Reservations as contained in instrument:  
From: The State of Washington  
Recorded: April 24, 1974  
Recording No.: 7404240105 in the [official records](#)
8. Resolution Vacation and the terms and conditions thereof:  
Recorded: September 20, 2004  
Recording No.: 5124947 in the [official records](#)
9. Easement rights, if any, arising from the vacation of adjacent street and/or alley.
10. Terms and conditions of survey recorded November 7, 2011 under Recording Number 6042559 in the [official records](#) .
11. Apparent lack of access due to undeveloped road to and from the herein described property.

**End of Special Exception**

## WA Litigation Guarantee

Order Number: 24-35563-VTE

Guarantee No.: 000021240

### 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:

Raymond Beau Davey

c/o Allegro Escrow

12423 E Broadway Ave

Spokane Valley, WA 99216

As disclosed by Fulfillment Special Warranty Deed recorded February 14, 2013 under Instrument No. 7267082

Raymond Beau Davey

15809 E Prospect

Rockford, WA 99030

As disclosed by Spokane County Tax Rolls

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: 24-35563-VTE

Guarantee No.: 000021240

#### PROPERTY DESCRIPTION:

Lots 1 thru 6, Block 1, Freeman, as per plat thereof recorded in Volume "D" of Plats, Page 80;

Except Highway SR 27 (S.S.H. No. 3-H);

Together with that portion of the vacated alley which is attached by operation of law;

Situate in the County of Spokane, State of Washington.



RESOLUTION NO. **4 0771**

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF VACATION )  
OF PROSPECT AVENUE, HOLLY STREET )  
HOWARD AVENUE, 1<sup>ST</sup> AND 2<sup>ND</sup> AVENUES )  
AND VARIOUS ALLEYWAYS WITHIN )  
1<sup>ST</sup> AND 2<sup>ND</sup> ADDITIONS TO FREEMAN )  
COUNTY ENGINEER'S ROAD FILE NO. 582 )  
No Assessor's Tax Parcel Number Assigned - Public Roadway )

**RESOLUTION  
VACATION**

This being the day set for the hearing on the County Engineer's Report on the proposed vacation of **Prospect Avenue, Holly Street and Howard Avenue, 1<sup>st</sup> and 2<sup>nd</sup> Avenues and various alleyways within 1<sup>st</sup> and 2<sup>nd</sup> Additions to Freeman**, proceedings for which were initiated by Freeman School District and others, and it appearing to the Board on proof duly made that notice of the hearing was published and posted in the manner and for the time required by law, and the Board after hearing the evidence adduced at the hearing and it appearing that the hereinafter described **Prospect Avenue, Holly Street and Howard Avenue, 1<sup>st</sup> and 2<sup>nd</sup> Avenues and various alleyways within 1<sup>st</sup> and 2<sup>nd</sup> Additions to Freeman** are useless and the same is no longer needed as a part of the general road system within the County and that the public will be benefited by such vacation.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, that the hereinafter described portion of public road to-wit:

- Prospect Avenue** from Jackson Street to Holly Street.
- Alleyway** between Jackson Street and Holly Street, of Block 7 of 1<sup>st</sup> Addition to Freeman.
- Holly Street** from Prospect Avenue to the right of way of the Secondary State Hwy No. 27.
- Howard Avenue** from Holly Street to Southeast right of way line of 2<sup>nd</sup> Street.
- Alleyway** from Holly Street to 1<sup>st</sup> Street between Block 8 of 1<sup>st</sup> Addition to Freeman and Block 1 of 2<sup>nd</sup> Addition to; Freeman.
- Alleyway** from 1<sup>st</sup> Street to 2<sup>nd</sup> Street between Block 3 of Freeman Addition and Block 2 of 2<sup>nd</sup> Addition to Freeman.
- 1<sup>st</sup> Avenue** from Howard Avenue to Prospect Avenue.
- 1<sup>st</sup> Avenue** from Prospect Avenue to the right of way of the Secondary State Hwy. No. 27.
- 2<sup>nd</sup> Avenue** from Howard Avenue to Prospect Avenue.
- Alleyway** from Holly Street to 1<sup>st</sup> Avenue of Block 5 of 1<sup>st</sup> Addition to Freeman.

Located in Northwest Quarter (NW ¼) of Section 1, Township 23 North, Range 44 E.W.M.

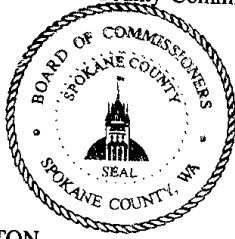
be and the same hereby is vacated in accordance with the provisions of Chapter 36.87 R.C.W. Reserving therein an easement for public utilities.

4 0771



5124947  
Page: 2 of 2  
09/20/2004 10:50A 50A  
Spokane Co., WA

APPROVED by the Board of County Commissioners of Spokane County, Washington this 7th day of September, 2004.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

ATTEST: VICKY M. DALTON  
CLERK OF THE BOARD

BY: Daniela Erickson  
DANIELA ERICKSON, DEPUTY

[Signature]  
PHILLIP D. HARRIS, CHAIR

[Signature]  
M. KATE McCASLIN, VICE-CHAIR

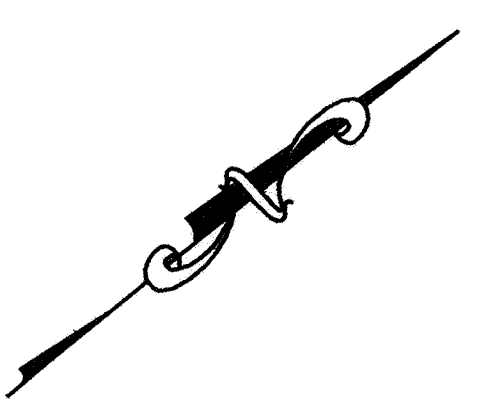
[Signature]  
JOHN ROSKELLEY, COMMISSIONER



**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS 7th DAY OF November 2011 AT 1:16 P.M. IN BOOK 146 OF SURVEYS AT PAGE 27 AT THE REQUEST OF PAT MOORE & ASSOCIATES, INC.

COUNTY AUDITOR: *[Signature]* DEBERRY



**LEGEND:**

- - FND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "MOORE 18091", UNLESS NOTED OTHERWISE
- - FND HUB WITH LATH MARKED "PROP. LINE"
- - SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "MOORE 18091"

**BASIS OF BEARINGS:**

THE BEARING SYSTEM USED ON THE SURVEY RECORDED IN BOOK 47 OF SURVEYS, PAGE 40 WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP

**PROCEDURES AND EQUIPMENT:**

THIS SURVEY WAS PERFORMED USING A TOPCON "GRT3" RTK GPS SYSTEM AND TOPCON FC2500 ELECTRONIC FIELD BOOK DATA COLLECTOR. PROCEDURES WERE USED THAT MET OR EXCEEDED THE LINEAR AND ANGULAR REQUIREMENTS OF WAC 352-130-090(1)(B) CITY RESIDENTIAL AND SUBDIVISION LOTS.

**REFERENCES:**

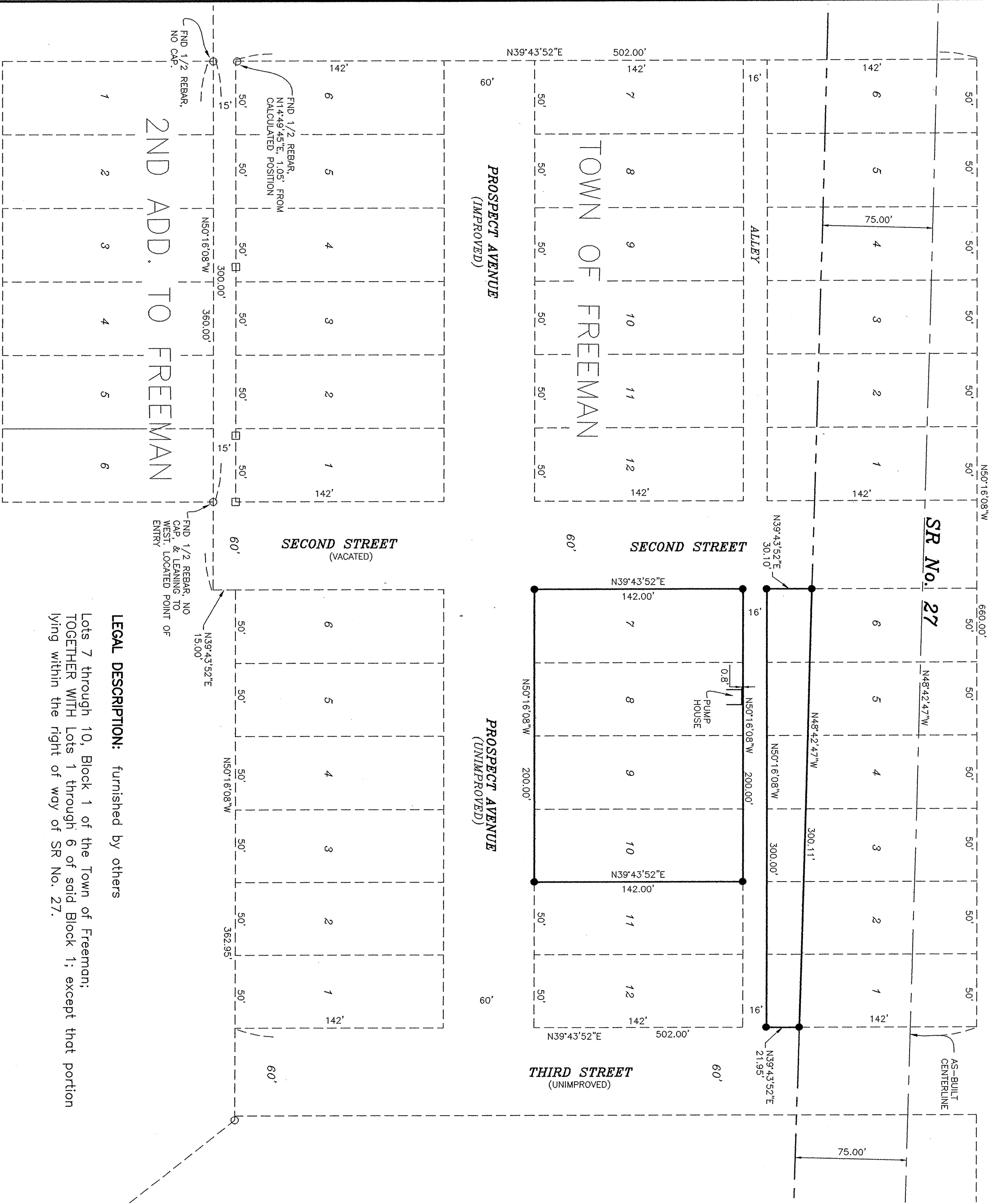
- (R1) FINAL PLAT OF "TOWN OF FREEMAN" DATED 1902
- (R2) SURVEY RECORDED IN BOOK 47 OF SURVEYS, PAGE 40
- (R3) SURVEY RECORDED IN BOOK 73 OF SURVEYS, PAGE 16

**SURVEYOR'S NOTES:**

- 1) THE PURPOSE OF THIS SURVEY WAS TO MONUMENT THE PERIMETER CORNERS OF THE SUBJECT PROPERTY
- 2) EASEMENTS, RESTRICTIONS OR RESERVATIONS OF RECORD (IF ANY) HAVE NOT BEEN DETERMINED AND/OR SHOWN.
- 3) SINCE A SEARCH OF THE AREA UNCOVERED NO EXISTING ORIGINAL PLAT CORNERS (OR REASONABLE PERPETUATION), I CALCULATED THE BOUNDARY OF THE SUBJECT LOTS AT PLAT ANGLE AND DISTANCE FROM THE EXISTING MONUMENTS NOTED ON R1 AND R2

**RECORD OF SURVEY**

FOR  
**JIM WILLIAMS**  
 PTN. BLOCK 1 OF FREEMAN ADD.  
 LOCATED IN THE W 1/2  
 SECTION 1, T23N, R44E, WM  
 SPOKANE COUNTY, WA  
 NOVEMBER, 2011



**LEGAL DESCRIPTION:** furnished by others

Lots 7 through 10, Block 1 of the Town of Freeman; TOGETHER WITH Lots 1 through 6 of said Block 1; except that portion lying within the right of way of SR No. 27.

**SURVEYOR'S CERTIFICATE:**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF JIM WILLIAMS IN NOVEMBER, 2011

*[Signature]*  
PATRICK J. MOORE, PLS No. 18091



**PAT MOORE & ASSOCIATES, INC.**  
7224 W. JOHANNSEN AVE  
Nine Mile Falls, WA 99026  
1-509-328-1224

PJM 11074



**RETURN NAME and ADDRESS**

Allegro Escrow

12423 E Broadway Ave  
Spokane Valley, WA 99216

# 20000-25278

Please Type or Print Neatly and Clearly All Information

**Document Title(s)**

Fulfillment Special Warranty Deed

**Reference Number(s) of Related Documents**

6177161 02/14/2013

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

Davey, Donna J.

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

Davey, Raymond Beau

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

Lts 1 thru 10, Blk 1, Freeman

**Assessor's Tax Parcel ID Number** 43012.0101, 43012.0102, 43012.0105,  
43012.0103

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

02/14/2013 201301608  
CIR \$1,286.60

TAX PARCEL NUMBERS: 43012.0101, 43012.0102, 43012.0105, 43012.0103

The tax parcel numbers are provided at the request of the Auditor and shall not be construed as part of the legal Document.

FULFILLMENT SPECIAL WARRANTY DEED

THE GRANTOR, DONNA J. DAVEY, as the duly appointed Personal Representative of the Estates of ISAAC T. WILLIAMS and NAOMI B. WILLIAMS, Deceased, under Spokane County Superior Court Cause No. 12-4-00276-4, and not in her individual capacity, for and in consideration of SEVENTY TWO THOUSAND AND NO/100 DOLLARS (\$72,000.00) in hand paid, bargains, sells and conveys to RAYMOND BEAU DAVEY, a single person, the following-described real estate, situated in the County of Spokane, State of Washington:

LOTS 1 THRU 10, BLOCK 1, FREEMAN, AS PER PLAT THEREOF RECORDED IN VOLUME "D" OF PLATS, PAGE 80; EXCEPT HIGHWAY SR 27 (S.S.H. NO. 3-H) TOGETHER WITH THAT PORTION OF THE VACATED ALLEY WHICH IS ATTACHED BY OPERATION OF LAW;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON

Subject to the following exceptions:

1. General Property Taxes and service charges for 2013 and future years.
2. Reservations contained in Warranty Deed recorded under recording No. 2712141 as follows: It is hereby understood and agreed that no spirituous, vinous or malt liquors shall be sold or offered for sale on these premises.
3. Reservation contained in Governor's Deed recorded under Recording No. 7404240105.
4. Easement rights and maintenance agreements, if any, for utilities which may have been granted in vacated streets and alleys prior to their vacation.
5. Rights, reservations, covenants, conditions and restrictions presently of record.

02/14/2013 201301608  
CLR \$1,286.60



*SSOW  
wil*

G O V E R N O R S ' S   D E E D

IN THE MATTER OF SR 27 (S.S.H. No. 3-H), Rockford to Freeman.

KNOW ALL MEN BY THESE PRESENTS; that THE STATE OF WASHINGTON, for and in consideration of SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00) hereby conveys and quitclaims unto NAOMI B. WILLIAMS, a widow, as her separate estate, all its right, title and interest, in and to the following described real property situated in Spokane County, State of Washington:

That portion of lots 1 through 6, inclusive, Block 1, Freeman, according to the plat thereof recorded in Volume "D" of Plats, pages 20 and 80, records of said County, lying southwesterly of a line drawn parallel with and 75 feet southwesterly, when measured at right angles, from the survey line of SR 27 (S.S.H. No. 3-H), Rockford to Freeman.

The specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the Office of the Director of Highways at Olympia, Washington, bearing date of approval August 11, 1953, revised December 14, 1973.

The grantee, her personal representatives, successors in interest and assigns, as a part of the consideration hereof; does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed, for the accommodation of the traveling public or business users of any Federal-aid highway (such as eating, sleeping, rest, recreation, and vehicle servicing), she will not discriminate on the grounds of race, color, or national origin against such traveling public or highway users in their access to and use of the facilities and services so constructed, maintained or otherwise operated, and that the grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21 (49 C.F.R. Part 21), and as said Regulations may be amended.

1% R. E. Excise Tax Exempt  
Date *4-24-1974*  
By *[Signature]*  
Deputy County Treasurer

FILED OR RECORDED  
REQUEST OF State of Wash  
APR 24 10 39 AM '74  
VERNON ONLAND, AUDITOR  
SPOKANE COUNTY, WASH.  
DEPUTY *[Signature]*

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 47.12.060.

DATED at Olympia, Washington, this 14<sup>th</sup> day of April, 1974.

STATE OF WASHINGTON

By: *Doug Evans*  
Governor

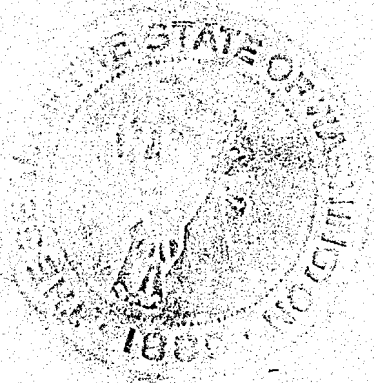
ATTEST:

By: *W. H. ...*  
Secretary of State

APPROVED AS TO FORM:

By: *Jack A. Borland*  
Assistant Attorney General

By: *Naomi B. Williams*  
Naomi B. Williams



I.C. #6-C-00064

Cooperation Deed

83981.

Wash. Brick Lime & Mfg. Co.  
To

Goodie Wright

Filed July 30-1903.-1:56 P.M.

Request Goodie Wright

J. Stewart Auditor

R. W. Butler Deputy

Recorded Aug 5-1903.

By M. K. Todd Deputy.

This Indenture Made this 18th day of February, in the year of our Lord one thousand Nine Hundred and Two.

Between Washington Brick Lime & Mfg Co. a corporation duly organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington, party of the first part, and Goodie Wright party of the second part,

Witnesseth, That the said party

of the first part, for and in consideration of the sum of Two Dollars, gold coin of the United States, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, the following described tract, lot or parcel of land, situate lying and being in the County of Spokane State of Washington and particularly bounded and described as follows, to-wit:

Lot (2) Two, Block (1), One, Town of Foreman.

Together with the tenements, hereditaments, and appurtenances, thereunto belonging or in any-wise appertaining.

To Have and to Hold, the said premises, with the tenements, hereditaments and appurtenances, unto the said party of the second part his heirs and assigns forever.

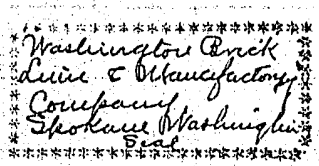
And the said party of the first part, its successors or

assigns, does by these presents covenant and agree to and with the said party of the second part, his heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same, and that the same are free from all encumbrances; And it is also understood and agreed that no spirituous, vinous or malt liquors shall be sold on the land above described, and further that the said party of the second part, shall pay all taxes for the year 1902. and subsequent years.

and the said party of the first part, its successors or assigns, all and singular the premises hereinabove conveyed, described and granted or mentioned, with the tenements, hereditaments and appurtenances unto the said party of the second part his heirs and assigns and against all and every person or persons whosoever lawfully claiming or to claim the same, or any part thereof, shall and will warrant and forever defend.

In Witness Whereof, the said party of the first part, has caused these presents to be subscribed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year, first above written.

Washington Brick Lime & Mfg Co.  
By Henry Brock  
Its President



Attest

Witness to Signatures: Washington Brick Lime & Mfg Co.  
By Jas H. Spear  
Its Secretary

State of Washington } ss.  
County of Spokane }

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that on this 19th day of February 1902, personally appeared before me, Henry Brock, to me known to be the President, and Jas H. Spear, to me known to be the Secretary of Washington Brick, Lime, & Mfg Co. the Company described in and that executed the within instrument and acknowledged, that as such President and Secretary, signed the corporate name of said Company to said instrument, and thereto affixed



its corporate seal and attested the same, and signed their own names thereto as President and Secretary, as the free and voluntary act and deed of said Company, and as their own free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal, this day and year in this certificate first above written.

Walter H. Merryweather

Notary Public.

Residing at Spokane, Wash.

Walter H. Merryweather  
NOTARY PUBLIC,  
STATE OF WASHINGTON,  
Commission Expires  
Oct 4-1905.

This is to certify that I have compared the foregoing and find same to be a correct copy of the original instrument.

*John D. Steel*

92857  
CORPORATION DEED.

Washington Brick, Lime & Mfg. Co.  
To  
Fred Aukland

Filed Jan. 27, 1904  
@ 9.20 A.M.  
Req. Grantee

Z. Stewart Co. Auditor

Recorded Feb 2, 1904  
By E.H. Holly Deputy  
Mail Req.  
Freeman  
Vn.

THIS INDENTURE, Made this 18th day of February  
in the year of our Lord one thousand Nine Hun-  
dred and Two

BETWEEN Washington Brick, Lime & Mfg. Co.  
a corporation duly organized and existing under  
and by virtue of the laws of the State of Wash-  
ington, and duly authorized to do business in  
the State of Washington, party of the first  
part, and Fred Aukland party of the second  
part,

WITNESSETH, That the said party of the  
first part, for and in consideration of the sum  
of Two Dollars, gold coin of the United States,  
to it in hand paid by the said party of the sec-  
ond part, the receipt whereof is hereby acknow-  
ledged, does by these presents, grant, bargain,  
sell, convey and confirm unto the said party of  
the second part, his heirs and assigns, the fol-

lowing described tract, lot or parcel of land, situate, lying and being in the County  
of Spokane State of Washington and particularly bounded and described as follows, to-wit

Lot (5) Five, Block (1) One, Town of Freemen.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said premises, with the tenements, hereditaments and appurtenances, unto the said party of the second part, his heirs and assigns FOREVER.

AND the said party of the first part, its successors or assigns, does by these presents covenant and agree to and with the said party of the second part his heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same and that the same are free from all encumbrances, And it is understood and agreed that no spirituous vinous or malt liquors shall be sold on the land above described, and further that the said party of the second part shall pay all taxes for the year 1902 and subsequent years.

and the said party of the first part, its successors or assigns, all and singular the premises hereinabove conveyed, described and granted or mentioned, with the tenements, hereditaments and appurtenances unto the said party of the second part, his heirs and assigns, and against all and every person or persons whomsoever lawfully claiming, or to claim the same, or any part thereof, shall and will WARRANT and FOREVER DEFEND.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be subscribed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

Washington, Brick, Lime & Mfg. Co.

By Henry Brook  
Its President.

WITNESS TO SIGNATURES:

\* \* \*

Washington Brick,  
Lime & Manufacturing Company,  
Spokane, Washington.

Attest:  
Washington Brick, Lime & Mfg. Co.  
By Jos. H. Spear  
Its Secretary.

STATE OF Washington )

Seal

COUNTY OF Spokane. )

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify, that on this 19th day of February 1902, personally appeared before me, Henry Brook, to me known to be the President, and Jos. H. Spear to me known to be the Secretary of Washington Brick, Lime & Mfg. Co. the Company described in and that executed the within instrument, and acknowledged, that as such President and Secretary, signed the corporate name of said Company to said instrument, and thereto affixed its corporate seal, and attested the same, and signed their own names thereto as President and Secretary, as the free and voluntary act and deed of said Company, and as their own free and voluntary act and deed for the uses and purposes therein mentioned.

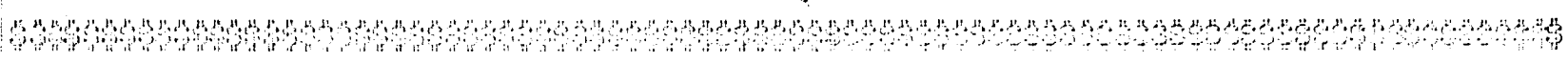
Given under my hand and official seal, the day and year in this certificate first above written.

Walter G. Merryweather

Notary Public, residing at Spokane, Wash.

\*\*\*\*\*  
Walter G. Merryweather,  
NOTARY PUBLIC  
State of Washington  
Commission Expires  
Oct. 4th, 1904.

*W. H. S. S.*



DEED RECORD

SHAW & BORDEN CO. SPOKANE, STATIONERS, PRINTERS, ENGRAVERS, BOUND BOOKS, 108884

WARRANTY DEED

286574

Charles Fleenor et ux

TO

Frank W. Langley  
mail Reg- Rockford Wash

STATE OF WASHINGTON, SPOKANE COUNTY, ss.

Filed the 22 day of June, 1910  
at 4 o'clock and 40 minutes P.M., at request  
of Farmers & Merchants Bank  
R. W. Butler  
County Auditor.

By J. M. Heywood  
Deputy.

Recorded on 28 day of June, 1910  
By W. A. Lathrop  
Deputy.

THIS INDENTURE, Made this Seventeenth day of January, A. D. 1907  
between Charles Fleenor and Mammie R. Fleenor, his wife  
parties of the first part, and  
Frank W. Langley  
party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of  
Seventy-five and no/100 DOLLARS,  
to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant,  
bargain, sell and convey, unto the said party of the second part, his heirs and assigns forever, all tract or parcel of land lying and being in the County of Spokane and State of Washington, and described as follows, to-wit:

Lot One (1) Block One (1), Town of Freeman.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part his heirs and assigns forever. And the said Charles Fleenor and Mammie R. Fleenor his wife parties of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, his heirs and assigns, that they well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances.

And it is also understood and agreed that no spirituous, vinous or malt liquors shall be sold on the land above described.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming, or to claim, the whole or any part thereof, the said parties of the first part will warrant and defend.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Charles Fleenor [SEAL]  
Mammie R. Fleenor [SEAL]

Hedvick Hanson [SEAL]  
J. W. Law [SEAL]

THE STATE OF WASHINGTON, COUNTY OF Spokane, ss.

I, J. W. Law, a Notary Public in and for the State of Washington, do hereby certify, that on this seventeenth day of January, A. D. 1907, personally appeared before me Charles Fleenor and Mammie R. Fleenor, his wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this seventeenth day of January, A. D. 1907

J. W. Law  
NOTARY PUBLIC  
State of Washington  
Commission Expires  
Aug. 9, 1910

J. W. Law, Notary Public.  
Residing at Rockford, Washington.

This is to certify that I have compared the foregoing and find the same to be a correct copy of the original instrument.  
J. E. Denton  
Deputy Auditor