



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027477

Liability: \$ 52,830.00

Fee: \$ 560.00

Order No.: 25-40586-VTE

Dated: August 8, 2025

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

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: 25-40586-VTE

Date of Guarantee: August 8, 2025

Amount of Liability: \$52,830.00

Total: \$610.96

Guarantee No.: 000027477

Premium: \$560.00

Sales Tax: \$50.96

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:
Fred A Hepton, James Arthur Hepton, Janet L Karstetter and Julie A Hepton, each as their separate property and each who acquired title by Deed recorded August 12, 1966 under Auditor's file number 224655C
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: 25-40586-VTE

Guarantee No.: 000027477

GENERAL EXCEPTIONS FROM COVERAGE

1. Rights of claims of parties in possession not shown by the public records.
2. Easements, claims of easements or encumbrances which are not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. General and Special Taxes and any Assessments. No search has been made thereof.
10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane.
11. Pending action in Spokane County:
Superior Court Cause No.: 25-2-01607-32
Being an action for: Tax Lien Foreclosure
Plaintiff: Spokane County, a Political Subdivision of the State of Washington
Defendant: Defender Homes Airway Heights, LLC
Attorney for Plaintiff: Lawrence Haskell
Telephone No.: 509-477-5764
12. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.
13. The effect, if any, of Quit Claim Deed:
Grantor: Robert L Throop and Gregory L Throop as Co-Personal Representatives of the Estate of Gloria T.A. Throop
Grantee: Robert L Throop and Gregory J Throop
Recorded: September 23, 2020
Recording No.: 6971939 in the [official records](#)

There is no record of the named Grantor acquiring an interest in the herein described property.

End of Special Exception

WA Litigation Guarantee

Order Number: 25-40586-VTE

Guarantee No.: 000027477

INFORMATIONAL NOTES

1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exceptions) to be made defendants in said action to be brought by the plaintiff, are as follows:

E Miller
PO Box 8125
Spokane, WA 99203-0125
As disclosed by the Spokane County SCOUT site

Robert L Throop and Gregory J Throop
PO Box 8507
Spokane, WA 99203
As disclosed by Exception # 13 as well as the Spokane County SCOUT site

Neil E Humphries, Attorney
421 W Riverside Ave
Ste 704
Spokane, WA 99201-0410
As disclosed by Exception # 13

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: 25-40586-VTE

Guarantee No.: 000027477

PROPERTY DESCRIPTION:

The Northeast Quarter of the Northwest Quarter of Section 30, Township 26 North, Range 41 East of the Willamette Meridian,
Spokane County, Washington;

EXCEPT County Road;

Situate in the County of Spokane, State of Washington.

Parcel No.: 16302.9003

Parcel Information

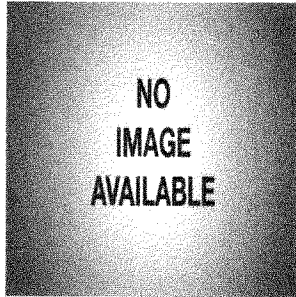


Data As Of: 8/15/2025

Parcel Number: 16302.9003

Site Address: Unassigned Address

Parcel Image



Owner Name: MILLER ETAL, E

Address: PO BOX 8125, SPOKANE, WA, 99203-0125

Taxpayer Name: THROOP, ROBERT L & GREGORY J

Address: PO BOX 8507, SPOKANE, WA, 99203

Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	Unassigned Address	Spokane	39.13	Acre(s)	91 Vacant Land	2025	3120	Active

Assessor Description

30 26 41 NE1/4 OF NW1/4 EXC CO RD.

Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
91 Vacant Land	139	231600	ROCK7	RNGE GENERAL NW	Sean	(509) 477-5927

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 September 2025 and May of 2026.

Assessed Value

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2026	54,780	54,780	54,780	0	0	0
2025	52,830	52,830	52,830	0	0	0
2024	48,910	48,910	48,910	0	0	0
2023	48,910	48,910	48,910	0	0	0
2022	43,040	43,040	43,040	0	0	0

Characteristics

* - Room counts reflect above grade rooms only.

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	BULK	0	0	0

Sales

Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
09/16/2020	0.00	Quit Claim Deed	202013623	16302.9003

Property Taxes

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

6971939

AFTER RECORDING RETURN TO:
Neil E. Humphries
421 W. Riverside Ave., Ste. 704
Spokane, WA 99201-0410

QUIT CLAIM DEED

THE GRANTORS, **ROBERT L. THROOP** and **GREGORY J. THROOP**, as Co-Personal Representatives of the Estate of **Gloria T. A. Throop, Deceased**, for the purpose of disbursing assets of the estate to heirs, convey and quit claim to **ROBERT L. THROOP**, as his separate estate, as to an undivided twelve and one-half percent interest (12.5%) and **GREGORY J. THROOP**, as his separate estate, as to an undivided twelve and one-half percent interest (12.5%), the following described real estate, situated in the County of Spokane, State of Washington, including any interest therein which grantor may hereafter acquire:

The Northeast quarter of the Northwest quarter of Section 30, Township 26 North, Range 41, E.W.M., Except County Road, Spokane County, State of Washington.
Parcel No. 16302.9003

DATED this 16 day of September, 2010.

ESTATE OF GLORIA T. A. THROOP

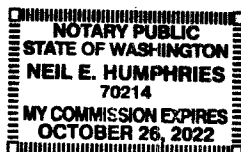
By: Robert L Throop
Robert L. Throop, Co-Personal Representative

By: Gregory J. Throop
Gregory J. Throop, Co-Personal Representative

STATE OF WASHINGTON)
)
) ss.
County of Spokane)

On this 16 day of September, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared ROBERT L. THROOP and GREGORY J. THROOP, as Co-Personal Representatives of the Estate of Gloria T. A. Throop, Deceased, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Mike Hemphill
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane.
Commission expires: 10-20-20

09/23/2020 202013623
JRF \$10.00

224655C

QUIT CLAIM DEED

THE GRANTOR ARTHUR G. HEPTON, for and in consideration of One Dollar, Love and Affection and other valuable consideration conveys and quit claims to FRED A. HEPTON, JAMES ARTHUR HEPTON, JANET L. KARSTETTER, and JULIE A. HEPTON an undivided one-quarter ($\frac{1}{4}$) interest each in and to the following described real estate, situated in the County of Spokane, State of Washington, together with all after acquired title of the grantor therein:

Lot 13, Block 92, of Sub-Division 16-25-43 (School Section of Spokane); and ALSO

Northeast Quarter of the Northwest Quarter of Section Thirty (30), Township Twenty-Six (26) North, Range Forty-One (41), EWM; and ALSO

The West Fifty (50) feet of Lot One (1), Block Seven (7), BISBEE'S SECOND ADDITION to Spokane; and ALSO

Lot Eleven, (11), Block Eight (8) of WADSWORTH & McDONALD'S ADDITION to Spokane; and ALSO

Lot Two (2), Block Three (3) of WADSWORTH & McDONALD'S ADDITION to Spokane; and ALSO

Lot Five (5), Block Four (4) of WADSWORTH & McDONALD'S ADDITION to Spokane; and ALSO

Lot Ten (10), Block Four (4) of UNION PARK ADDITION, County of Spokane; ALSO

Lots Seven (7) and Eight (8), Block Nineteen (19) of KAUFMAN'S ADDITION to Spokane; and ALSO

Lot Twelve (12), Block Two (2) of KAUFMAN'S ADDITION to Spokane; and ALSO

Lots One (1) and Two (2), Block Forty-nine (49) of FIRST ADDITION to Spokane Falls, (now Spokane); and ALSO

West Half of the Southwest Quarter, and Lots 1 and 2, all in Section 20, Township 25 North, Range 45 East of the Willamette Meridian; and ALSO

Lots 2, 3 and 4, Section 29, Township 25 North, Range 45 East of the Willamette Meridian, EXCEPT 60 feet as a ditch to drain Saltese Lake on the natural outlet of said lake through the West Half of the Southwest Quarter of Section 20, Township 25 North, Range 45 EWM, and Tracts I and J as shown in the plat of Subdivision of Saltese Lake in Township 25 North, Range 45 EWM, now on file in the County Auditor's Office for Spokane County, State of Washington; and ALSO

Lot 10, Block 6, IRVINGTON HEIGHTS ADDITION, City of Spokane; and ALSO

Lot 4, Block 2, ALTAMONT ADDITION in the City of Spokane, as per map thereof recorded in Book A of Plats, page 172, in the office of the Auditor of said County; and ALSO

1% Excise Tax on Real Estate
Sale, Amt Pd \$
Date 8-13-66 No. 198825
MERTON L. HOWARD, Co. Treas.
By *[Signature]*

Lots 3, 4, 5 and 6, Block 26, and Lots 8, 9, 10, 11, 12 in Block 15, all in PALISADE PARK ADDITION to the City of Spokane, as per map thereof recorded in Book N. of Plats, page 2, in the office of the Auditor of said County; and ALSO

All of Lots 1 to 12 inclusive in Block 110, EAST SIDE SYNDICATE ADDITION to the City of Spokane, EXCEPT that part of Lots 2, 3, 4, 5 and 6 in said Block 110 deeded to the City of Spokane, Washington, in that certain deed recorded as instrument No. 220109 A, in Book 466 of Deeds at page 162.

All of the foregoing described real property being situate in the County of Spokane, State of Washington.

The GRANTOR herein, does hereby reserve unto himself a Life Estate and right of possession in and to said property herein described during and for the balance of his natural life.

DATED this 2nd day of February, 1966.

Arthur G. Hepton

STATE OF WASHINGTON)
County of Spokane) ss.

On this day personally appeared before me ARTHUR G. HEPTON, 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 2nd day of February, 1966.



A. W. Dalphin
Notary Public in and for the State
of Washington, residing at Spokane.

224655C

Indexed
Recorded
Compared
Paged

CCD

FILED OR RECORDED
VOL. 875 OF Deeds
PAGE 19 REQUEST OF
Arthur G Hepton
1966 AUG 12 PM 3 50

FRANK J. CLOVER, ATTORNEY
SPOKANE COUNTY, WASH.
Bill Miller

Reg

E 2321 Lincoln Rd.

3.20