



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027452

Liability: \$ 225,800.00

Fee: \$ 860.00

Order No.: 25-40608-VTE

Dated: August 1, 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: 25-40608-VTE

Date of Guarantee: August 1, 2025

Amount of Liability: \$225,800.00

Total: \$938.26

Guarantee No.: 000027452

Premium: \$860.00

Sales Tax: \$78.26

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:
Donna Tokiko Rae, as her separate property, who acquired title by Deed recorded December 24, 1987 under Auditor's file number 8712240121
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: 25-40608-VTE

Guarantee No.: 000027452

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 and the City of Spokane.
11. Judgment:
Against: Donna T Rae
In Favor Of: CBS Collections, Inc.
Amount: \$889.30
Filed: October 31, 2012
District Court Case No.: 12136008
Attorney: Brad L Williams

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

Said Judgment was recorded January 29, 2020 under Auditor's file number 6887035.

12. Judgment:
Against: Donna T Rae
In Favor Of: Automated Accounts, Inc.
Amount: \$2,233.35

WA Litigation Guarantee

Filed: March 10, 2020

Case No.: 2020092532

Attorney: Timothy W Durkop

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

13. 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
14. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.
15. 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: August 12, 1911
Recording No.: 331700 in the [official records](#)

End of Special Exception

WA Litigation Guarantee

Order Number: 25-40608-VTE

Guarantee No.: 000027452

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:

Brad L Williams, Attorney
621 W Mallon Ave
Suite 603
Spokane, WA 99201
As disclosed by Exception # 11

Timothy W Durkop
2906 N Argonne Rd
Spokane Valley, WA 99212
As disclosed by Exception # 12

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: 25-40608-VTE

Guarantee No.: 000027452

PROPERTY DESCRIPTION:

Lot 3, Block 58, East Audubon Park Addition, according to plat thereof recorded in Volume "L" of Plats, Page(s) 23, records of Spokane County;

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

Parcel No.: 25013.5004

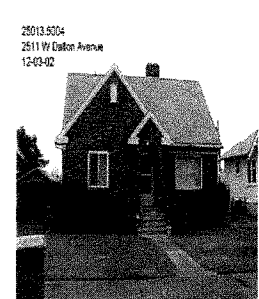
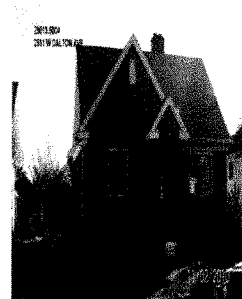
Parcel Information



Data As Of: 8/11/2025

Parcel Number: 25013.5004
Site Address: 2511 W DALTON AVE

Parcel Image



Owner Name: RAE, DONNA TOKIKO
Address: 2511 W DALTON AVE, SPOKANE, WA, 99205-2429

Taxpayer Name: RAE, DONNA TOKIKO
Address: 2511 W DALTON AVE, SPOKANE, WA, 99205-2429

Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	2511 W DALTON AVE	SPOKANE	6500	Square Feet	11 Single Unit	2025	0010	Active

Assessor Description

AUDUBON PARK E L3 B58

Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
11 Single Unit	139	312524	AUDUB	CITY-AUDUBON ADD & OTH	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 2028 and May of 2029.

Assessed Value

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2026	241,400	241,400	64,000	177,400	0	0
2025	225,800	225,800	52,000	173,800	0	0
2024	232,200	232,200	48,000	184,200	0	0
2023	231,000	231,000	48,000	183,000	0	0
2022	188,600	188,600	40,000	148,600	0	0

Characteristics

Dwelling/ Structure	Gross		Type	House Type	Roof Material	Heat	Cool	Bedroom*	Half Bath*	Full Bath*
	Year Built	Living Area Size								
Dwelling	1932	776	NA SF	30 Brick Ranch 750-999	Comp sh medium	Electric baseboard	None	2	0	1
Residential Detached Garage	1932	NA	360 SF					0	0	0

* - Room counts reflect above grade rooms only.

Residential Sq Ft Breakdown	Sq Ft	Extension
Basement	776	R01
1st Floor	776	R01

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	R1SL	50	130	1

Sales

Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
12/17/1987	33,900.00	NORMAL SALE		25013.5004

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).



TICOR TITLE INSURANCE

Filed for Record at Request of
TO Brian G. Hipperson
Attorney at Law
West 24 Indiana
Spokane, WA 99205

TITLE ORDER NO.

8712240121

OFF. 943 PAGE 1587
VOL.

FILED FOR RECORD
TICOR TITLE
REQUEST OF

Dec 24 11 31 AM '87

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

\$5.00

OPENLAND

EXECUTOR'S STATUTORY WARRANTY DEED

THE GRANTOR, BRIAN G. HIPPERSON, Personal Representative of the
Estate of Irene D. Hanna, deceased - under Spokane County Superior
for and in consideration of THIRTY-THREE THOUSAND Court No. 87401277-0
NINE HUNDRED DOLLARS (\$33,900.00)
in hand paid, conveys and warrants to DONNA TOKIKO RAE, a single person

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

Lot 3, Block 58, East Audubon Park Addition, according
to plat recorded in Volume "L" of Plats, Page 23, in the City
of Spokane, Spokane County, Washington.

Excise Tax Paid on
Sale Amt. Pd. 539.01
D.E. "SKIP" CHILBERG
Spokane County Treas

8700017242

By Dec 12/24/87

SUBJECT TO: Easements, covenants, and restrictions of
record; Deed of Trust in favor of Columbia Federal Savings
Bank, a corporation.

Dated this 17th day of

December

19 87

STATE OF WASHINGTON,

County of Spokane

BRIAN G. HIPPERSON

Personal Representative of the (Seal)
Estate of Irene D. Hanna
Deceased

On this day personally appeared before me Brian G. Hipperson
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 use and purposes
therein mentioned.

GIVEN under my hand and official seal this

23rd

day of

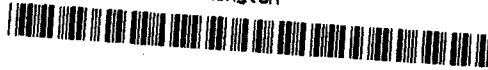
December

19 87

Notary Public in and for the State of Washington.

residing at Spokane

My appointment expires: 6-15-88



CBS COLLECTIONS, INC.
521 W MAXWELL AVE
SPOKANE, WASHINGTON 99201

Please Type or Print Neatly & Clearly All Information

Document Title(s)

ORDER OF DEFAULT, DEFAULT JUDGMENT AND JUDGMENT SUMMARY CRLJ 55

Reference Number(s) of Related Documents

Grantor(s) (Last Name, First & Middle Initial)
RAE, DONNA T

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

CBS COLLECTIONS, INC

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section
AUDUBON PARK.E.L3 B58

Assessor's Tax Parcel ID Number: 25013.5004

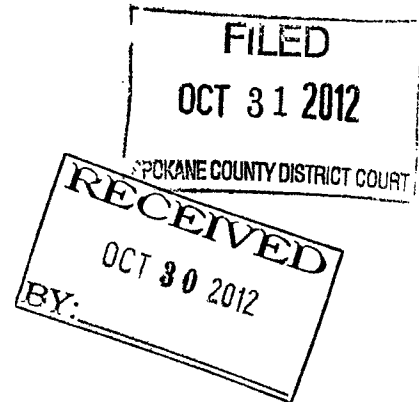
The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

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 _____

COPY
ORIGINAL FILED
OCT 31 2012
SPOKANE COUNTY
DISTRICT COURT



IN THE DISTRICT COURT OF SPOKANE COUNTY WASHINGTON

CBS COLLECTIONS, INC.

NO. 12136008

A Washington Corporation,

Plaintiff(s)

vs.

DONNA T RAE

Defendant(s)

MOTION AND AFFIDAVIT
AND DEFAULT JUDGMENT

JUDGMENT SUMMARY

JUDGMENT CREDITOR CBS Collections, Inc.

ATTORNEY FOR JUDGMENT CREDITOR Brad L. Williams

JUDGMENT DEBTOR(S) Donna T Rae

ATTORNEY FOR JUDGMENT DEBTOR _____

PRINCIPAL AMOUNT \$423.70

INTEREST TO DATE OF JUDGMENT \$162.60

ATTORNEY FEES AND COSTS \$303.00

TOTAL \$889.30

POST JUDGMENT INTEREST RATE 12%

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY AND DISTRICT OF SPOKANE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL AS THE SAME APPEARS OF RECORD

DATED THIS 14th DAY OF January 2020
BY Jan H

CLERK

MOTION AND AFFIDAVIT FOR ORDER
OF DEFAULT AND DEFAULT JUDGMENT

PAGE 1 OF 3

The undersigned attorney of record for the above-named plaintiff being first duly sworn on oath deposes and says: that on information and belief the following statements are true and correct; that all necessary papers as noted below have been filed with the Court; that the above named defendant(s) is not protected by the Soldiers' and Sailors' Civil Relief Act and is not an infant or incompetent person; that the time for response to the Summons and Complaint has elapsed; that venue is properly laid in Spokane County as noted below; and that the affiant moves for an **ORDER OF DEFAULT** and **DEFAULT JUDGMENT** which is not different in kind from or exceeds in amount that prayed for in the Complaint.

1. Complaint filed: 8-28-12 2. Response Date: 10-30-12

3. Summons and Complaint served on:

a. Def. Donna T Rae Date: 10-7-12

b. Def. _____ Date: _____

c. Def. _____ Date: _____

4. The following defendant(s) have not been served and should be DISMISSED: _____

5. Affidavit(s) of Service filed Herewith

6. The basis for venue is:

☒ a. Defendants reside within Spokane County; or

☐ b. Defendant is a resident of Spokane County but has concealed himself or departed therefrom with intent to defraud creditor or avoid service of the Summons and Complaint; or

☐ c. Other _____

Brad L. Williams

(Attorney)

621 W. Mallon Avenue, Suite 603

(Address)

(509) 324-1286 WSBA 18322

(Telephone No.) Bar No.

7. ☒ a. Defendant(s) has not appeared nor filed or served any pleading, and not more than one (1) year has elapsed after service of Summons; or

☐ b. Defendant(s) has appeared and was served with a copy of this Motion for Default on _____, more than five (5) days

Prior to this hearing date of _____

8. The affiant further alleges that the amount due is certain and the following exhibits are on file:

☐ Note ☐ Check(s) with Notice of Dishonor and Certification of Mailing

☐ Contract ☒ Other proof of indebtedness: itemized statement

and moves for an ORDER OF DEFAULT AND DEFAULT JUDGMENT jointly and severally against defendants Donna T Rae

in the amount of:

Itemized Costs

Filing Fee: \$ 73.00

Service Fee: \$ 30.00

Collection costs: \$ _____

Certified mail: \$ _____

Handling charges: \$ _____

Other: \$ _____

Default and Judgment Prayed for

Principal: \$ 423.70

Interest: \$ 162.60

Attorney fee: \$ 200.00

Total Costs: \$ 303.00

Total Judgment \$ 889.30

with interest on the judgment at the rate of 12% per annum.

Authority for reasonable attorney fees; _____

Presented by the undersigned attorney this 29th day of October, 2012

ATTORNEY FOR PLAINTIFF (Signature)

Bar No. 18322

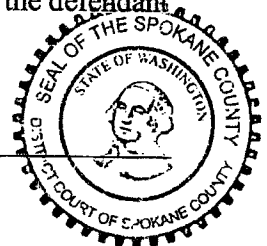
SUBSCRIBED and SWORN to before me on this 29th day of October, 2012.

NOTARY PUBLIC in and for the State of Washington, residing at Spokane

On the basis of the foregoing Motion and Affidavit for an Order of Default and Default Judgment, IT IS ORDERED that the defendant be declared in default for failure to appear or defend this action and ADJUDGED that the plaintiff is awarded judgment against the defendant in the amount set forth above.

Signed this 31 day of October, 2012.

JUDGE/COMMISSIONER



District Court complies with Americans with Disabilities Act (ADA).
Persons with disabilities that would require accommodation should call (509) 477-3661, TDD available

D SN: 1

PC: 5

SPOKANE COUNTY DISTRICT COURT
D O C K E T

PAGE: 1

CASE: 19190929
Civil

PLAINTIFF/PETITIONER

DEFENDANT/RESPONDENT

PLA 01 AUTOMATED ACCOUNTS INC

DEF 01 RAE, DONNA T

430 W SHARP AVE

SPOKANE

WA 99201-9828

Work Phone: 5093262276

ATY 01 DURKOP, TIMOTHY W.

DEF 02 SHULTZ, DONNA T (AKA)

2906 N ARGONNE RD

SPOKANE VALLEY

WA 99212-2235

Work Phone: 5099283848

FILED

MAR 10 2020

TITLE

AUTOMATED ACCOUNTS V RAE

Timothy W. Fitzgerald
SPOKANE COUNTY CLERKFiled: 10/15/2019 Cause: Breach of Contract
1,865.62

DV: Amount:

20200925-32

TEXT

S 10/15/2019 19288100761 CIV FILING FEE Received

73.00 TLC

Paid by: AUTOMATED ACCOUNTS

U *SUMMONS AND COMPLAINT-SCANNED*

DCI

S 10/17/2019 Case Filed on 10/15/2019

DRW

Cause of Action: Breach of Contract

PLA 1 AUTOMATED ACCOUNTS INC Added as Participant

DEF 1 RAE, DONNA T Added as Participant

DEF 2 SHULTZ, DONNA T (AKA) Added as Participant

ATY 1 DURKOP, TIMOTHY W. Added as Participant

on 10/15/2019

PLA 1 AUTOMATED ACCOUNTS INC Represented by:

ATY 1 DURKOP, TIMOTHY W.

12/03/2019 19336204006 DATA DIS LOC DC Received

20.00

Paid by: AUTOMATED ACCOUNTS INC

12/14/2019 EXP DJ Set for 12/16/2019 08:00 AM

in Room 7 with Judge JLF

12/16/2019 EXP DJ: Held

12/18/2019 Judgment 1 Default Judgment entered by Judge JLF

CAG

FRH

Principal :

2,233.35

Total Judgment Amount

2,233.35

Balance Due

2,233.35

U INT @ 9%

S for PLA 1 AUTOMATED ACCOUNTS INC

agnst DEF 1 RAE, DONNA T

agnst DEF 2 SHULTZ, DONNA T (AKA)

U *DEFAULT JUDGMENT-SCANNED*

DCI

ACCOUNTING SUMMARY

	Total Due	Paid	Balance
Judgment 01	2,233.35		2,233.35

ADDITIONAL CASE DATA

Case Disposition

Disposition: OPEN

ADD \$20.00 ABSTRACT FEE

Docket continued on next page

DD7010SX TLC
03/02/2020 4:31 PM

SPOKANE COUNTY DISTRICT COURT
D O C K E T

PAGE: 2

CASE: 19190929
Civil

PLAINTIFF/PETITIONER
PLA 01 AUTOMATED ACCOUNTS INC

DEFENDANT/RESPONDENT
DEF 01 RAE, DONNA T

ADDITIONAL CASE DATA - Continued

Judgments

01 Default Judgment 12/18/2019

by JLF

Hearing Summary

Held EXPARTE DEFAULT JUDG ON 12/16/2019 AT 08:00 AM IN ROOM 7 WITH JLF

End of docket report for this case

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY AND DISTRICT OF SPOKANE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL AS THE SAME APPEARS OF RECORD.

DATED THIS 2 DAY OF March 2020

BY [Signature]
CLERK

FILED
December 18, 2019
SPOKANE COUNTY
DISTRICT COURT

RECEIVED

DEC 08 2019

IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY AND DISTRICT OF SPOKANE

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL AS THE SAME APPEARS OF RECORD.

DATED THIS 2 DAY OF March 20 20

BY [Signature] CLERK

IN THE DISTRICT COURT OF SPOKANE COUNTY WASHINGTON

AUTOMATED ACCOUNTS, INC. a
Washington Corporation

Plaintiff,

v.

DONNA T RAE a/k/a SCHULTZ

Defendant(s)

NO. 19190929

MOTION, DECLARATION
AND ORDER OF DEFAULT
AND DEFAULT JUDGMENT

JUDGMENT SUMMARY

JUDGMENT CREDITOR:	AUTOMATED ACCOUNTS, INC.
ATTORNEY FOR JUDGMENT CREDITOR:	TIMOTHY W. DURKOP
JUDGMENT DEBTOR(S):	DONNA T RAE a/k/a SCHULTZ
PRINCIPAL AMOUNT:	\$1,492.19
INTEREST TO DATE OF JUDGMENT:	\$413.16
R.C.W. 19.16.500:	
ATTORNEY FEES AND COSTS:	\$200.00 ATTORNEY \$128.00 COSTS
PAYMENT RECEIVED:	
TOTAL:	\$2,233.35
POST JUDGMENT INTEREST RATE:	9%

MOTION, DECLARATION, AND ORDER OF
DEFAULT AND DEFAULT JUDGMENT 1 of 3



Timothy W. Durkop c/o
Automated Accounts, Inc.
430 W Sharp Ave
Spokane, WA 99201
(509) 326-2276 Fax 252-2815

I certify or declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

I am the attorney of record for the plaintiff(s); that all necessary papers as noted below have been filed with the Court; that the above-named defendant(s) is not protected by the Services Members Civil Relief Act and is not an infant or incompetent person; that the time for response to the Summons and Complaint has elapsed; that venue is properly laid in Spokane County as noted below; and that the affiant moves for an ORDER OF DEFAULT and DEFAULT JUDGMENT because defendant(s) failed to appear, answer, or otherwise defend plaintiff's claims as set forth in the is not different in kind from or exceeds in amount that prayed for in the Complaint.

1. Complaint filed : 10/15/2019 2. Response Due Date: 11/14/2019

3. Summons and Complaint served on:

a. Def. DONNA T RAE a/k/a SCHULTZ DATE: 10/24/2019
b. Def. _____ DATE: _____

4. The following defendant(s) have not been served and should be DISMISSED: N/A

5. Affidavit(s) of Service filed: Attached

6. Declaration re: Service Members Civil Relief Act Filed: Attached

7. The basis for venue is:

- ☒ a. Defendant resides within SPOKANE County; or
☐ b. Dishonored check was issued in SPOKANE County; or
☐ c. Other:

8. ☒ a. Defendant(s) has not appeared nor filed or served any pleading, and not more than one (1) year has elapsed after service of Summons; or
☐ b. Defendant(s) has appeared and was served with a copy of this Motion for Default on _____, more than five (5) days prior to this hearing date of _____

9. The affiant further alleges that the amount due is certain and the following exhibits are on file:

- ☒ LCRLJ 54(d)(5) 30 day Notice and Demand for payment on Assigned Claims
☐ Promissory Note
☐ Check(s)
☐ Check(s) with Notice of Dishonor and Certification of Mailing, and LCRLJ 55 (b)(3) Itemization of Charges and Penalties
☐ Contract
☒ Assignment
☐ Other Proof of Indebtedness

MOTION, DECLARATION, AND ORDER OF
DEFAULT AND DEFAULT JUDGMENT 2 of 3



Timothy W. Durkop c/o
Automated Accounts, Inc.
480 W Sharp Ave
Spokane, WA 99201
(509) 326-2276 Fax 252-2816

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4 PLAINTIFF MOVES for an ORDER OF DEFAULT AND DEFAULT JUDGMENT
against defendant:

5 DONNA T RAE a/k/a SCHULTZ in the amount of:

Itemized Costs	Default and Judgment Prayed for
Filing fee: \$73.00	Principal: \$1,492.19
Service Fee: \$35.00	Interest: \$413.16
RCW 19.16.500	Attorney fee: \$200.00
Certified Mail	
Handling Charge:	TOTAL COSTS: \$128.00
Ex Parte: \$20.00	PAYMENT REC'D
	TOTAL JUDGMENT \$2,233.35
	with interest on the judgment
	at the rate of 9% per annum.

14 Authority for reasonable attorney fees: N/A

15 Signed in Spokane, Washington: 11/21/2019

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TIMOTHY W. DURKOP WSB 22985
ATTORNEY FOR PLAINTIFF

ORDER AND JUDGMENT

On the basis of the foregoing Motion and Affidavit for an Order of Default and Default Judgment, IT IS ORDERED that the defendant(s) be declared in default for failure to appear or defend this action and ADJUDGED that the plaintiff is awarded judgment against the defendant(s) in the amount set forth above.

Dated: December 18, 2019

JUDGE/COURT COMMISSIONER

District Court complies with Americans with Disabilities Act (ADA)
Persons with disabilities that would require accommodation should call (509) 477-3661,
TDD available.

MOTION, DECLARATION, AND ORDER OF
DEFAULT AND DEFAULT JUDGMENT 3 of 3



Timothy W. Durkop c/o
Automated Accounts, Inc.
430 W Sharp Ave
Spokane, WA 99201
(509) 326-2276 Fax 252-2816

331700.

WARRANTY DEED BY CORPORATION.

Finch Investment Company,

D. C. Winn.

Filed Aug. 7, 1911.
1:44 P. M.

Req., D. C. Winn.

R. W. Butler, Co. Auditor.
F. M. Heywood, Deputy.RECORDED Aug. 12, 1911.
A. J. O'Shea, Deputy.Mail, R. G., 1314 Mahsfield
Ave., City.

WARRANTY DEED BY CORPORATION.

THIS INDENTURE, made this 14th day of April A.D. 1909, Between Finch Investment Company, 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 D. C. Winn, party of the second part, WITNESSETH, That the said party of the first part for and in consideration of the sum of Eight Hundred (\$800) 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, situated, lying and being in the County of Spokane, State of Washington, and particularly bounded and described as follows, to-wit:

Lot Three (3) in Block fifty-eight (58) and Lot eleven (11) in Block fifty-two (52) of East Audubon Park Addition to the City of Spokane County of Spokane, State of Washington.

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, and its successors, does by these presents covenant, grant and agree to and with the said party of the second part, his heirs and assigns, that it, the said party of the first part, and its successors, 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 the Finch Investment Company shall and will warrant and forever defend, except any municipal assessments taxes or liens against said property which the party of the second part hereby assumes and agrees to pay.

