



## WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027450

**Liability:** \$ 250,500.00

**Fee:** \$ 960.00

**Order No.:** 25-40610-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: 25-40610-VTE

Date of Guarantee: August 1, 2025

Amount of Liability: \$250,500.00

Total: \$1047.36

Guarantee No.: 000027450

Premium: \$960.00

Sales Tax: \$87.36

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:  
Brenda J Lynn, as her separate property, who acquired title by Deed recorded May 17, 2017 under Auditor's file number 6604013
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: 25-40610-VTE

Guarantee No.: 000027450

**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. 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. 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: September 28, 1914  
Recording No.: 432774 in the [official records](#)

**End of Special Exception**

## **WA Litigation Guarantee**

Order Number: 25-40610-VTE

Guarantee No.: 000027450

### **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:

None

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: 25-40610-VTE

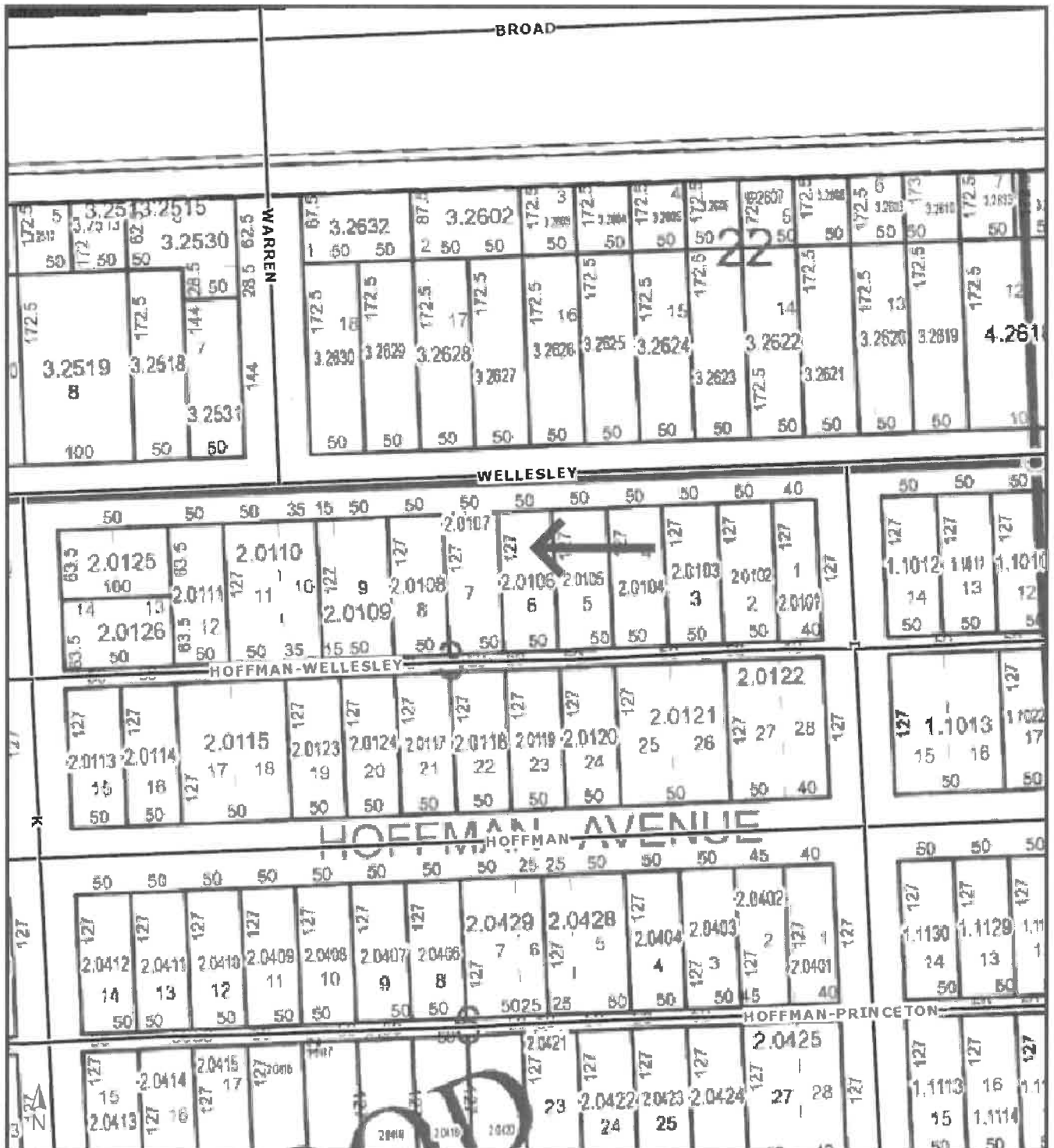
Guarantee No.: 000027450

#### **PROPERTY DESCRIPTION:**

Lot 6, Block 3 of Hollywood Addition, as per plat thereof recorded in Volume "N" of Plats, Page(s) 36, records of Spokane County;

Situate in the County of Spokane, State of Washington.

Parcel No.: 25022.0106



VISTA  
TITLE & ESCROW

ParcelID: 25022.0106

3727 W Wellesley Ave, Spokane WA 99205

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

# Parcel Information



Data As Of: 8/11/2025

Parcel Number: 25022.0106

Site Address: 3727 W WELLESLEY AVE

## Parcel Image



Owner Name: LYNN, BRENDA J

Address: 3216 N ELY RD, SPOKANE VALLEY, WA, 99212

Taxpayer Name: LYNN, BRENDA J

Address: 3727 W WELLESLEY AVE, SPOKANE, WA, 99205-1871

## Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	3727 W WELLESLEY AVE	SPOKANE	6350	Square Feet	11 Single Unit	2025	0010	Active

## Assessor Description

HOLLYWOOD L6 B3

## Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
11 Single Unit	132	312510	SHAD4	CITY - SHADLE AREA	Nathan	(509) 477-5906

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 2027 and May of 2028.

## Assessed Value

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2026	248,700	248,700	70,000	178,700	0	0
2025	250,500	250,500	80,000	170,500	0	0
2024	253,900	253,900	65,000	188,900	0	0
2023	230,500	230,500	60,000	170,500	0	0
2022	188,700	188,700	60,000	128,700	0	0

## Characteristics

Dwelling/ Structure	Year Built	Gross Living Area	Size	Type	House Type	Roof Material	Heat	Cool	Bedroom*	Half Bath*	Full Bath*
Dwelling	1911	672	NA SF	11	Vintage Bungalow	Comp sh heavy	Forced hot air-gas	None	2	0	1
Residential Detached Garage	1955	NA	484 SF						0	0	0

\* - Room counts reflect above grade rooms only.

Residential Sq Ft Breakdown	Sq Ft	Extension
Basement	397	R01
1st Floor	672	R01

Features / Structure	Main Floor Size	Size Type
DWELL - Concrete Patio	220	SF
DWELL - Upper Conventional Canopy	220	SF
DWELL - WDDK-R	130	SF



Land Number	Soil ID	Frontage	Depth	Lot(s)
1	P1SL	50	127	1

**Sales**

Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
05/12/2017	134,800.00	Statutory Warranty Deed	201706436	25022.0106
09/26/2005	112,200.00	Statutory Warranty Deed	200520568	25022.0106
05/08/1998	45,900.00	RESIDENTIAL		25022.0106

**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).



AFTER RECORDING MAIL TO:

Brenda J. Lynn  
3727 W. Wellesley Ave.  
Spokane, WA 99205

STATUTORY WARRANTY DEED

Escrow No. 36648  
Title Order No. 01271-13601

THE GRANTOR(S) Kathleen M. White and Thomas F. White, wife and husband for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, conveys, and warrants to Brenda J. Lynn, an unmarried woman the following described real estate, situated in the County of Spokane, State of Washington:

LOT 6 IN BLOCK 3 OF HOLLYWOOD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "N" OF PLATS, PAGE(S) 36, RECORDS OF

Abbreviated Legal: LOT 6 IN BLOCK 3 OF HOLLYWOOD ADDITION

Tax Parcel Number(s): 25022.0106

SUBJECT TO: Covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey, as shown on Schedule B of that certain Title Commitment prepared by Stewart Title Company under order No. 01271-13601.

SUBJECT TO: All taxes and assessments assessed against the property after the recording date of this Deed.

Dated: May 12, 2017

Thomas F. White

Kathleen M. White

STATE OF NEVADA

) ss.

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Kathleen M. White and Thomas F. White is/are the person(s) who appeared before me, and said person(s) acknowledged that ~~he/she/they~~ signed this instrument and acknowledged it to be ~~his/her/their~~ free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 13 day of May, 2017

Notary Public in and for the State of NEVADA



residing at 407 PARKWAY WEST, LAS VEGAS, NV 89106  
My Commission Expires: 7-20-2020

5/17/2017 201706436  
SKB \$2,404.44

432774.

## WARRANTY DEED.

L.Roy Slater.

to

Edmond Burke Aukett.

Filed Sep 28 1914.

8-2 A.M.

Req-Grantee.

R.W.Butler, Aud.

F.M.Heywood, Dep.

Rec. Oct 2 1914.

C.P.Keenan, Dep.

Mail-Almira, Wn.

## WARRANTY DEED.

The grantor L.Roy Slater, a bachelor, of Spokane, County of Spokane, State of Washington, for and in consideration of one dollar and other valuable consideration in hand paid, conveys and warrants to Edmond Burke Aukett, a married man, the following described real estate, situated in the County of Spokane, State of Washington:

Lot six (6) in block three (3) of Hollywood, Spokane, Washington.

It is hereby covenanted and agreed between the parties to this indenture and made a condition and covenant running with the land hereby conveyed, that without the written consent of the grantor: First: No building erected on said property shall ever be used for business or trade purposes. Second: No building except a residence of residence architecture shall ever be erected on the front half of said property nor any such residence erected unless its cost is at least eight hundred dollars and unless within sixty days after its completion, it together with all other buildings and fences thereon shall be painted with two coats of paint or stained in a good and workmanlike manner.

Subject to all taxes and assessments levied since June 4, 1910.

Dated this 2nd day of September, 1914.

L.Roy Slater

(SEAL)

STATE OF WASHINGTON.

COUNTY OF SPOKANE. SS.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 2nd day of September, 1914, personally appeared before me L.Roy Slater, a bachelor, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed 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 September, A.D. 1914.

Elsie A. Joyce

Notary Public, State of Washington.  
Commission Expires  
Feb. 1, 1916.

Elsie A. Joyce Notary Public  
for State of Washington,  
Residing at Spokane, Wash.

RECORDED BY  
B. W. C.  
8