



## WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027464

**Liability:** \$ 220,690.00

**Fee:** \$ 860.00

**Order No.:** 25-40727-VTE

**Dated:** August 5, 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: 25-40727-VTE

Date of Guarantee: August 5, 2025

Amount of Liability: \$220,690.00

Total: \$938.26

Guarantee No.: 000027464

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:  
Steven E Swiger, as his separate property, acquired by Deed recorded July 10, 2013 under Auditor's file number 6227075
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: 25-40727-VTE

Guarantee No.: 000027464

**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. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.
12. Judgment:  
Against: Steven E Swiger  
In Favor Of: Automated Accounts, Inc.  
Amount: \$5,007.16  
Filed: May 16, 2016  
Judgment No.: 169034004  
Case No.: 162018526  
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

## WA Litigation Guarantee

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. Easement and the terms and conditions thereof:  
Grantee: The Washington Water Power Company  
Purpose: Right of Way Easement  
Recorded: June 23, 1969  
Recording No.: 886806A in the [official records](#)
16. Easement rights, if any, arising from the vacation of adjacent street and/or alley.

**End of Special Exception**

## WA Litigation Guarantee

Order Number: 25-40727-VTE

Guarantee No.: 000027464

### 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:

Tenants and/or Occupants  
1311 W Northwest Blvd  
Spokane, WA 99205  
As disclosed by Exception # 11

Timothy W Durkop, Attorney  
2906 N Argonne Rd  
Spokane Valley, WA 99212-2235  
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

**EXHIBIT A**

Order Number: 25-40727-VTE

Guarantee No.: 000027464

**PROPERTY DESCRIPTION:**

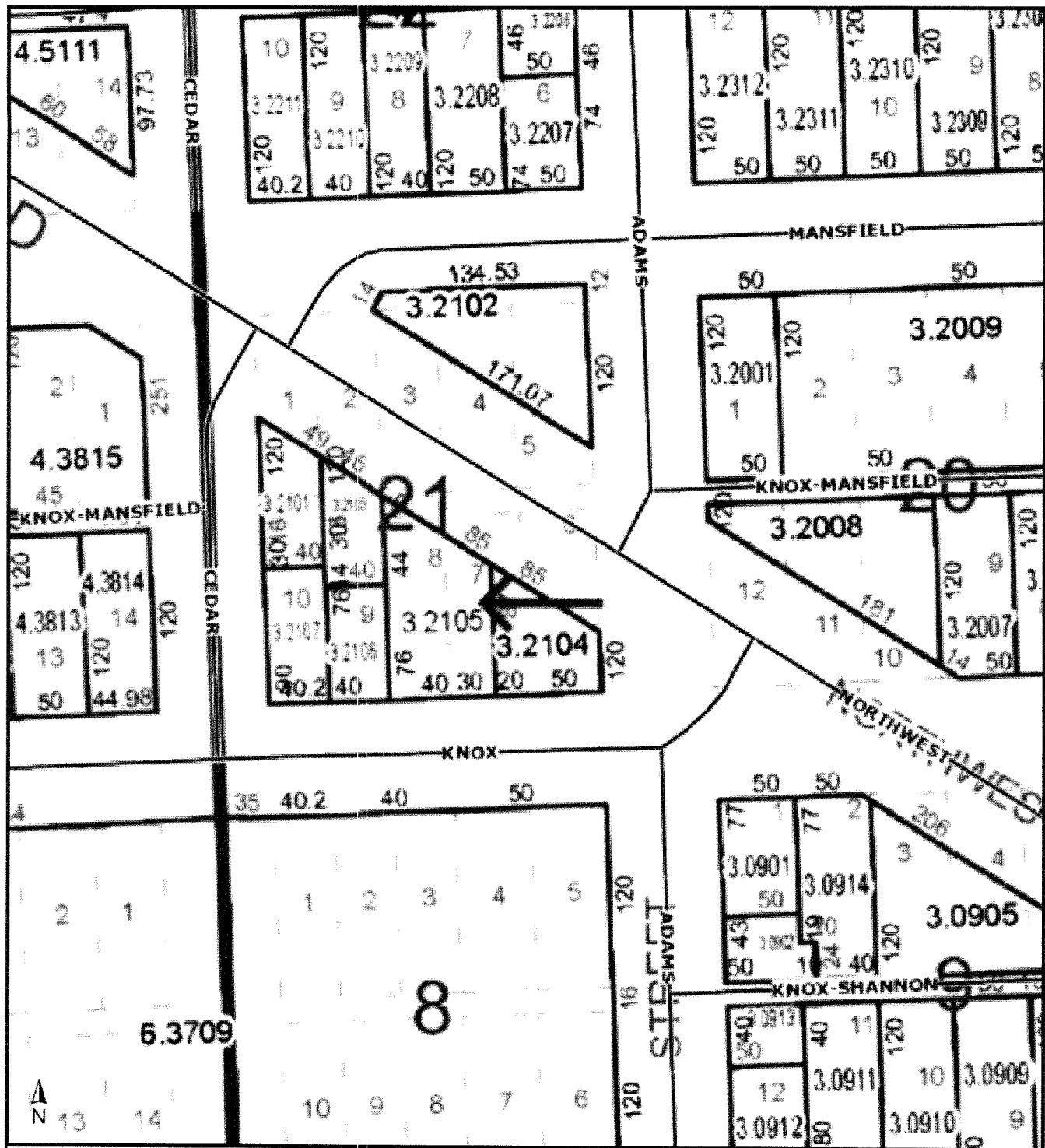
The West 30 feet of Lot 7, EXCEPT the portion thereof included in Northwest Boulevard;

AND that part of Lot 8 lying South of Northwest Boulevard, and that part of vacated alley adjoining said Lot 8 on the North and lying between the West line of said Lot 8 extended and the Southerly line of Northwest Boulevard;

In Block 21 of Moore's Addition, as per plat thereof recorded in Volume "A" of Plats, Page(s) 159, records of Spokane County, Washington.

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

Parcel No.: 35073.2105



**VISTA**  
TITLE & ESCROW

**ParcelID: 35073.2105**

**1311 W Northwest Blvd, 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

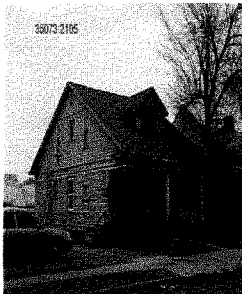
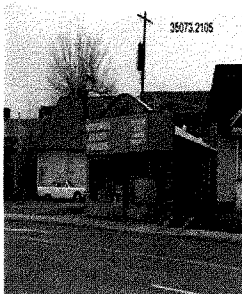
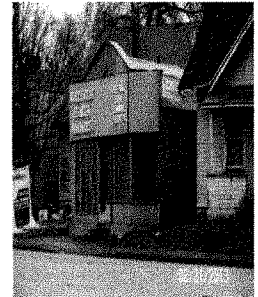
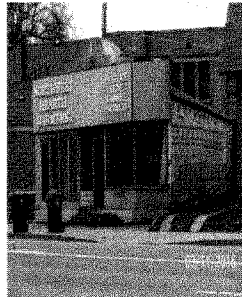
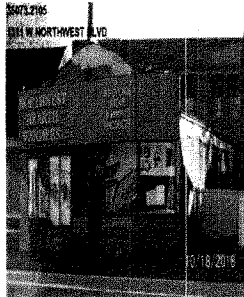


Data As Of: 8/13/2025

Parcel Number: 35073.2105

Site Address: 1311 W NORTHWEST BLVD

## Parcel Image



Owner Name: SWIGER, STEVEN E

Address: 35210 N SPOTTED RD, CLAYTON, WA, 99110

Taxpayer Name: SWIGER, STEVEN E

Address: 35210 N SPOTTED RD, CLAYTON, WA, 99110

## Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	1311 W NORTHWEST BLVD	SPOKANE	7765	Square Feet	12 Two-to-Four Unit	2025	0010	Active

## Assessor Description

MOORES ADD W30FT OF L7 &amp;ALL OF L8 B21 LESS BLVD L7-8 &amp;V ACSTP N OF&amp;ADJ L8

## Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
12 Two-to-Four Unit	122	545332	4534M	General Retail	Megan	(509) 477-5923

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	253,490	253,490	69,890	183,600	0	0
2025	220,690	220,690	69,890	150,800	0	0
2024	221,090	221,090	69,890	151,200	0	0
2023	197,390	197,390	69,890	127,500	0	0

## Parcel Information Print Summary

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2022	117,590	117,590	69,890	47,700	0	0

## Characteristics

Dwelling/ Structure	Year Built	Gross Living Area Size	Type	House Type	Roof Material	Heat	Cool	Bedroom*	Half Bath*	Full Bath*
Dwelling	1905	1,512	NA SF	85 Duplex	Composition roll	Electric baseboard	None	2	0	2

\* - Room counts reflect above grade rooms only.

Residential Sq Ft Breakdown	Sq Ft	Extension
Basement	300	R01
1st Floor	912	R01
1.75	600	R01

Description	Appraiser	Year Built	Year Remodeled	Number of Floors
	105	1928		2

## Commercial Details

Description	Area
All Extensions	2,299
C01	2,299

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	CO32	85	0	0

## Sales

Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
07/09/2013	50,000.00	Statutory Warranty Deed	201308635	35073.2105
11/21/2012	0.00	Quit Claim Deed	201212560	35073.2105
01/16/1994	95,000.00	MULTIPLE COMMERCIAL SALE		35073.2105
12/01/1978	60,000.00	MULTIPLE COMMERCIAL SALE		35073.2105
12/23/1976	49,750.00	MULTIPLE RESIDENTIAL SALE		35073.2105

## 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).



When recorded return to:

Steven E. Swiger  
35210 North Spotted Road  
Clayton, WA 99110

### Statutory Warranty Deed

Escrow 00029489

Tax Parcel Number(s): 35073.2105, 35073.2103

4 SA170

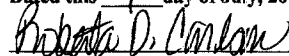
Abbrev. Legal Desc: PTN LOTS 2, 7,8 and 9, BLK 21, MOORE'S ADD'N, incl. ptn. of vacated alley

THE GRANTOR Roberta D. Carlson, who acquired title as Roberta D. Sebastian, an unmarried woman, for and in consideration of [Ten Dollars and other valuable consideration] in hand paid, conveys and warrants to Steven E. Swiger, a single person, the following described real estate, situated in the County of Spokane, State of Washington:

(See Exhibit A attached hereto and made a part hereof.)

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Dated this 9th day of July, 2013

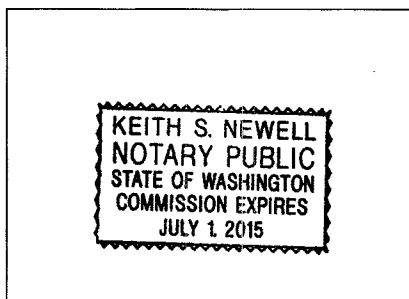
  
\_\_\_\_\_  
Roberta D. Carlson

STATE OF WASHINGTON  
COUNTY OF SPOKANE

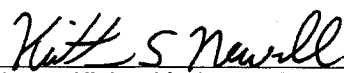
} ss

I certify that I know or have satisfactory evidence that Roberta D. Carlson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 9, 2013



(Use this space for notary seal or stamp)

  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at SPOKANE  
My appointment expires: JULY 1, 2015

07/10/2013 201308635  
DR \$895.00

**Exhibit A**

**PARCEL A**

The West 30 feet of Lot 7, EXCEPT the portion thereof included in Northwest Boulevard;

AND that part of Lot 8 lying South of Northwest Boulevard, and that part of vacated alley adjoining said Lot 8 on the North and lying between the West line of said Lot 8 extended and the Southerly line of Northwest Boulevard;

Block 21, MOORE'S ADDITION, as per plat recorded in Volume "A" of Plats, page 159, records of Spokane County;

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

**PARCEL B**

That part of Lot 2 lying South of Northwest Boulevard and all of Lot 9, EXCEPT the South 76 feet thereof, Block 21, MOORE'S ADDITION, as per plat recorded in Volume "A" of Plats, page 159, records of Spokane County;

ALSO that part of vacated alley adjoining said property, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 9;

Thence North to the present Southerly line of Northwest Boulevard;

Thence Northwesterly along said Southerly line of Northwest Boulevard to the South line of said Lot 2;

Thence West along said South line of Lot 2 to the Southwest corner of said lot;

Thence South to the Northwest corner of said Lot 9;

Thence East on the North line of Lot 9 to the Point of Beginning;

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

DD7010SX\*CXW  
05/03/2016 1:04 PM

SPOKANE COUNTY DISTRICT COURT  
D O C K E T

PAGE: 1

CASE: 15160694  
Civil

PLAINTIFF/PETITIONER  
PLA 01 AUTOMATED ACCOUNTS INC  
430 W SHARP AVE  
SPOKANE WA 99201-9828  
Work Phone: 5093262276

DEFENDANT/RESPONDENT  
DEF 01 SWIGER, STEVEN E

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 3 DAY OF May 20, 2016

TITLE  
AUTOMATED ACCOUNTS VS SWIGER  
Filed: 11/10/2015 Cause: Other  
2,982.06

FILED BY  
MAY 16 2016  
Timothy W. Fitzgerald  
SPOKANE COUNTY CLERK

DV: Amount:

TEXT

S 11/10/2015 15314100295 CIV FILING FEE Received 73.00 HAS

11/12/2015 Case Filed on 11/10/2015 16201852-6 FRH

Cause of Action: Other

PLA 1 AUTOMATED ACCOUNTS INC Added as Participant

DEF 1 SWIGER, STEVEN E Added as Participant

ATY 1 DURKOP, TIMOTHY W. Added as Participant

PLA 1 AUTOMATED ACCOUNTS INC Represented by:

ATY 1 DURKOP, TIMOTHY W.

03/08/2016 16068100217 DATA DIS LOC DC Received 10.00 HAS

Paid by: AUTOMATED ACCOUNTS INC

03/11/2016 EXP DJ Set for 03/11/2016 08:00 AM AXT

in Room 7 with Judge RML

EXP DJ: Held

03/15/2016 Judgment 1 Default Judgment entered by Judge RML JBS

Principal : DJB

Total Judgment Amount 5,007.16

Balance Due 5,007.16

U INT @ 12%

S

for PLA 1 AUTOMATED ACCOUNTS INC  
agnt DEF 1 SWIGER, STEVEN E

ACCOUNTING SUMMARY

	Total Due	Paid	Balance
Judgment 01	5,007.16		5,007.16

ADDITIONAL CASE DATA

Case Disposition  
Disposition: OPEN

ADD \$20.00 ABSTRACT FEE

Judgments

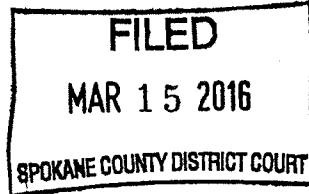
01 Default Judgment 03/15/2016 by RML

Hearing Summary

Held EXPARTE DEFAULT JUDG ON 03/11/2016 AT 08:00 AM IN ROOM 7 WITH RML

End of docket report for this case

16903400-4



IN THE DISTRICT COURT OF SPOKANE COUNTY WASHINGTON

AUTOMATED ACCOUNTS, INC., a )  
Washington corporation )  
Plaintiff, ) NO. 15160694  
v. )  
STEVEN E. SWIGER ) MOTION, DECLARATION  
AND ORDER OF DEFAULT  
AND DEFAULT JUDGMENT  
Defendant(s) )

JUDGMENT SUMMARY

JUDGMENT CREDITOR: AUTOMATED ACCOUNTS, INC.  
ATTORNEY FOR JUDGMENT CREDITOR: TIMOTHY W. DURKOP  
JUDGMENT DEBTOR(S): STEVEN E. SWIGER  
ATTORNEY FOR JUDGMENT DEBTOR: N/A  
PRINCIPAL AMOUNT: \$2,982.06  
INTEREST TO DATE OF JUDGMENT: \$1,685.41  
R.C.W. 19.16.500: \$00.00  
ATTORNEY FEES AND COSTS: \$200.00 attorney /\$139.69costs  
PAYMENT RECEIVED: \$-000.00  
TOTAL \$5,007.16  
POST JUDGMENT INTEREST RATE: 12%

1  
2 I certify or declare under penalty of perjury under the laws of the State of Washington  
3 that the foregoing is true and correct.

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

12 1. Complaint filed: 11/10/2015 2. Response Due Date: 3/5/2016

13 3. Summons and Complaint served on:

14 a. Def. STEVEN E. SWIGER Date: 2/13/2016

15 b. Def. \_\_\_\_\_ Date: \_\_\_\_\_

16 c. Def. \_\_\_\_\_ Date: \_\_\_\_\_

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

18 5. Affidavit(s) of Service filed: Attached

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

20 7. The basis for venue is:

- 21 ☒ a. Defendant resides within Spokane County; or  
22 ☐ b. Dishonored check was issued in Spokane County; or  
23 ☐ c. Other: \_\_\_\_\_

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

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

- 31 ☒ LCRLJ 54(d)(5) 30 day Notice and Demand for payment on Assigned Claims  
32 ☐ 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

1  
2  
3 **PLAINTIFF MOVES** for an ORDER OF DEFAULT AND DEFAULT JUDGMENT against  
4 defendant

5 STEVEN E. SWIGER in the  
6 amount of:

<u>Itemized Costs</u>		<u>Default and Judgment Prayed for</u>	
Filing Fee:	\$ 73.00	Principal:	\$ 2,982.06
Service Fee:	\$ 56.69	Interest:	\$ 1,685.41
RCW 19.16.500:	\$	Attorney fee:	\$ 200.00
Certified mail:	\$		
Handling charges:	\$	TOTAL COSTS:	\$ 139.69
Ex Parte	\$ 10.00	PAYMENT REC'D	\$ -000.00
		TOTAL JUDGMENT:	\$ 5,007.16

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

11  
12  
13 Authority for reasonable attorney fees: N/A

14  
15 Signed at Spokane, Washington on the 8th day of March, 2016.

16  
17 TW  
18 ATTORNEY FOR PLAINTIFF  
19 TIMOTHY W. DURKOP WSB NO. 22985

20 **ORDER AND JUDGMENT**

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

25 Signed this 15 day of March, 2016.

26  
27 RR  
28 JUDGE

29 RICHARD M. LELAND



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

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 3 DAY OF May 2016

BY Clerk

DECLARATION REGARDING MILITARY SERVICE

AUTOMATED ACCOUNTS, INC.  
430 W. SHARP AVENUE  
SPOKANE, WASHINGTON 99201-2421  
TELEPHONE: (509) 326-2276  
FAX: (509) 252-2815



886806 A

## RIGHT OF WAY EASEMENT

Mrs. Anna A. Patch, a widow,

for a valuable consideration convey and warrant to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electrical distribution line consisting of wires, poles and associated fixtures, to be located over, along and across the following described property in \_\_\_\_\_ County, State of \_\_\_\_\_ to-wit: Lot Eight (8) including a vegetated strip lying north of and adjacent thereto here Boulevard in Block Twenty-one (21), Borealis Addition to Spokane, Spokane County, Washington.

It is understood and agreed that said easement covers the right to place one (1) pole on the east line of said lot in the location of a surveyed and staked there; together with the right of overhead across said lot in a westerly direction from said pole.

together with the right to inspect said line and to remove brush and trees that may interfere with the construction, maintenance and operation of the same.

Witness my hand this 12th day of June, 1969

*Mrs. Anna A. Patch*  
with

STATE OF Washington  
County of Spokane

On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared \_\_\_\_\_ Mrs. Anna A. Patch, a widow,

to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of June, A.D., 1969

*Gene H. Schneider*  
NOTARY PUBLIC in and for the State of Washington

JUN 23  
GRANTEE

SPokane County Auditor

J.K.

*Repl. Shurt*

583-443