



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027504

Liability: \$ 242,600.00

Fee: \$ 860.00

Order No.: 25-40731-VTE

Dated: August 11, 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

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC
Company Name

12209 E. Mission Ave.
Suite 3
Spokane Valley, WA 99206
City, State


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
 - (b) "public records": those records which impart constructive notice of matters relating to said land;
 - (c) "date": the effective date;
 - (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
 - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
 - (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.
3. **Prosecution of Actions** –
 - (a) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision thereof.
 - (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.
4. **Notice of Loss - Limitation of Action** – A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
5. **Options to Pay, Settle or Compromise Claims** – The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage to the Company upon payment of the purchase price.
6. **Limitation of Liability – Payment of Loss** –
 - (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page thereof.
 - (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
 - (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
 - (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
 - (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.
7. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.
8. **Guarantee Entire Contract** – Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.
No provision or condition to this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.
9. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
10. **The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.**

WA Litigation Guarantee

LITIGATION GUARANTEE

Issued by
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SCHEDULE A

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40731-VTE

Date of Guarantee: August 11, 2025

Amount of Liability: \$242,600.00

Total: \$938.26

Guarantee No.: 000027504

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:
Wilbur and Son Services, LLC, a Washington Limited Liability Company
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: 25-40731-VTE

Guarantee No.: 000027504

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: City of Spokane
11. Deed of Trust and the terms and conditions thereof:
Grantor: Wilbur and Son Services, LLC, a Washington limited liability company
Trustee: Robert S. Delaney, attorney at law
Beneficiary: Legacy Investment Group (K)) LLC and Delaney Investments LLC, each Washington limited liability companies, and each as to an undivided one half interest
Amount: \$150,000
Dated: January 12, 2023
Recorded: January 13, 2023
Recording No.: 7263327 in the [official records](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

12. 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

WA Litigation Guarantee

Telephone No.: 509-477-5764

13. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.
14. Restrictions, easements, dedications and delineated matters, 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 on the face of the Plat of Bingaman's Addition in the [official records](#) as recorded in Volume "A" of Plats, Page(s) 27, and any amendments thereto.

End of Special Exception

WA Litigation Guarantee

Order Number: 25-40731-VTE

Guarantee No.: 000027504

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
1109 W Sinto Avenue
Spokane, WA 99201

Wilbur and Son Services, LLC
Attention: Brian William Wolbur
1109 W Sinto Avenue
Spokane, WA 99201
As disclosed by Quit Claim Deed recorded January 13, 2023 under Auditor's Number 7263334

Wilbur and Son Services, LLC
Attn: Amber Sanderson
1109 W Sinto Avenue
Spokane, WA 99201
As disclosed by Quit Claim Deed recorded January 13, 2023 under Auditor's number 7263334

Legacy Investment Group (I)
P.O. Box 18714
Spokane, WA 99228
As disclosed by Exception #12

Delaney Investments LLC
P.O. Box 18714
Spokane, WA 99228
As disclosed by Exception #12

Robert S. Delaney, PLLC
Attorney at Law
3132 East 18th Avenue
Spokane, WA 99223
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: 25-40731-VTE

Guarantee No.: 000027504

PROPERTY DESCRIPTION:

LOT 2, BLOCK 10, BINGAMAN'S ADDITION TO SPOKANE, ACCORDING TO THE PLAT THEREOF, RECORDED IN
VOLUME "A" OF PLATS, PAGE 27, RECORDS OF SPOKANE COUNTY,

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

After recording, please mail to:

Robert S. Delaney, PLLC
Attorney at Law
3132 East 18th Avenue
Spokane, Washington 99223

7263327 01/13/2023 12:55:33 PM

Rec Fee: \$210.50 Page 1 of 7

Deed Of Trust SIMPLIFILE LC E-RECORDING

Spokane County Washington eRecorded

DEED OF TRUST

THIS DEED OF TRUST is made on January 12, 2023 between **WILBUR AND SON SERVICES, LLC**, a Washington limited liability company (the "Grantor"), whose address is 1109 West Sinto Avenue, Spokane, WA 99201, **ROBERT S. DELANEY**, attorney at law (the "Trustee"), whose address is 3132 East 18th Avenue, Spokane, Washington 99223, and **LEGACY INVESTMENT GROUP (I) LLC AND DELANEY INVESTMENTS LLC**, each Washington limited liability companies, and each as to an undivided one-half (1/2) interest, whose address is in care of P.O. Box 18714, Spokane, Washington 99228 (collectively, the "Beneficiary").

A. The Grantor hereby bargains, sells and conveys to the Trustee in trust, with power of sale, the following described real property in Spokane County, Washington, commonly known as 1109 West Sinto Avenue, Spokane, WA 99201. (the "Property"):

1109 West Sinto Avenue;

Lot 2 in Block 10 of Bingham's Addition as per plat thereof recorded in Volume "A" of Plats, Page 27; situate in the City of Spokane, County of Spokane, State of Washington

Tax Parcel No.: 35182.2603,

which Property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now for hereafter thereunto belonging to in any wise appertaining, and the rents, issues and profits thereof.

B. This Deed of Trust is for the purpose of securing performance of a Promissory Note (the "Note") of even date executed by the Grantor and each agreement therein contained, and payment of the sum **\$150,000.00** with

interest, in accordance with the terms of said Note payable to Beneficiary or order, and made by the Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to the Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

C. This Deed of Trust is a **first lien** against the Property. The Promissory Note secured by this Deed of Trust requires that the Note balance be paid in full on or before January 12, 2024.

To protect the security of this Deed of Trust, the Grantor and Beneficiary now covenant and agree as follows:

1. **Payment of Principal and Interest.** The Grantor shall promptly pay when due all principal and accrued interest, if any, that may be due under the Note of the same date secured by this Deed of Trust, and any charges provided in the Note together with any other sums owed under said Note and this Deed of Trust.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by the Beneficiary from the Grantor or its successors in interest shall be applied by the Beneficiary to the Note in the following priority: (a) interest accrued, if any, under the Note; (b) interest accrued, if any, on advances made under the authority of this Deed of Trust or the Note; (c) principal due according to the Note; (d) advances made under the authority of this Deed of Trust or Note; and then (e) any other sums secured by this instrument in such order as the Beneficiary, in his discretion, may determine.
3. **Preservation and Maintenance of Property.** The Grantor shall keep the Property in good condition and repair; permit no waste, impairment or deterioration thereof; complete any building, structure or improvement being built or about to be built thereon; restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.
4. **Charges; Liens.** The Grantor shall pay before delinquent all lawful taxes, water and sewer charges, assessments, rents and other impositions attributable to the Property. Further, the Grantor shall keep the Property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
5. **Insurance; Protection of Beneficiary's Security.** The Grantor shall keep all buildings now or hereafter erected on the Property described herein continuously insured against loss by fire or other hazards in an amount not less

than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

The Grantor shall defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary of Trustee, and pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding and in any suit brought by Beneficiary to foreclose this Deed of Trust. The Grantor shall likewise pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. **Advances by Beneficiary.** Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property hereinabove described, Beneficiary may pay the same, and the amount so paid with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

7. **Condemnation.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

8. **Non-Waiver.** By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

9. **Reconveyance.** The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

10. **Beneficiary's Remedies.** Upon default by the Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, the Trustee shall sell the trust Property, in accordance with the

Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

The Trustee shall deliver to the purchaser at the sale its Trustee's Deed, without warranty, which shall convey to the purchaser the interest in the Property that Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. The Trustee's Deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may, in the alternative, cause this Deed of Trust to be foreclosed as a mortgage by bringing a civil action for judicial foreclosure and seek a deficiency.

11. Grantor's Interest Non-Assignable (Due on Sale Clause). The Grantor acknowledges and agrees that the indebtedness secured by this Deed of Trust is personal to the Grantor, and that the Grantor's personal responsibility, financial capability and control of the collateral which is evidenced by a Note of the same date are material inducements upon which the Beneficiary has relied in accepting the Note from the Grantor. If the Grantor should sell, assign, alienate, encumber, transfer or contract to sell, assign, alienate, encumber or transfer title to or possession of any part of such collateral by deed, assignment, contract of sale, lease with an option to purchase, deed of trust, mortgage or other transfer or conveyance or encumbrance agreement, or if there is a change in voting control of the Grantor or if the collateral is abandoned by the Grantor or if there is any other change prohibited by the Note or this Deed of Trust, then the Beneficiary may, in their sole discretion, declare the Grantor in default of the Note and this Deed of Trust and further declare the entire principal balance of the Note immediately due and payable.

12. Assignment of Rents and Leases. The Grantor absolutely and unconditionally assigns and transfers to the Beneficiary all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. The Grantor authorizes the Beneficiary or its agents to collect the Rents and agrees that each tenant of the Property shall pay the Rents to the Beneficiary or its agents. However, the Grantor shall receive the Rents until (i) the Beneficiary has given the Grantor notice of default pursuant to this

agreement and (I) the Beneficiary has given notice to the tenant(s) that the Rents are to be paid to the Beneficiary or its agent.

This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If The Beneficiary gives notice of breach to the Grantor: (i) all Rents received by the Grantor shall be held by the Grantor as trustee for the benefit of the Beneficiary only, to be applied to the sums secured by the Deed of Trust; (II) the Beneficiary shall be entitled to collect and receive all of the Rents of the Property; (iii) the Grantor agrees that each tenant of the Property shall pay all Rents due and unpaid to the Beneficiary or its agents upon its written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by the Beneficiary or its agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Deed of Trust; (v) the Beneficiary, its agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) the Beneficiary shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, then any funds expended by the Beneficiary for such purposes shall become indebtedness of the Grantor to the Beneficiary secured by the Deed of Trust.

The Beneficiary, or its agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to the Grantor. However, the Beneficiary, or its agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Deed of Trust are paid in full.

Upon the Beneficiary's request, the Grantor shall assign to the Beneficiary all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, the Beneficiary shall have the right to modify, extend or terminate the existing leases and to execute new leases, in the Beneficiary's sole discretion.

13. **Successor Trustee.** In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to

notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless the Trustee brings such action or proceeding.

14. **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the Lender and owner of the note secured hereby, whether or not named as beneficiary herein.

15. **Remedies Cumulative.** The remedies described in this instrument, and the remedies described in the Note, are cumulative and distinct, and may be exercised concurrently or consecutively, as the Beneficiary and the Trustee determine. Nothing contained in this instrument shall bar the Beneficiary from disregarding this instrument and proceeding under the Note alone if he so elects.


16. **Notice.** Until such time as either may notify the other in writing of a change of address, notice may be given to the Grantor or the Beneficiary when required under this instrument at the particular address set forth above for said party. All notices required by this instrument shall be in writing and shall state with particularity the information conveyed and the reasons why the notice is being given. Any notice may be given by deposit in the U.S. Mail at the addresses set forth above, by regular and certified mail, or by personal delivery.

17. **Severability.** The provisions of this instrument are several, and if a provision is determined to be invalid or unenforceable by a court of law or equity, the validity and enforceability of the rest of the instrument shall not be affected.

DATED: January 12, 2023.

GRANTOR:

Wilbur and Son Services LLC:

By: 
Brian Wilbur, Managing Member

By: 
Amber Sanderson, Managing Member

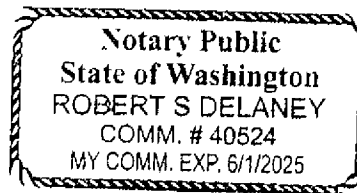
STATE of Washington S
 S
County of Spokane S

I certify that I know or have satisfactory evidence that Brian Wilbur and Amber Sanderson signed this instrument, on oath stated that he and she were authorized to execute the instrument and acknowledged it as the Managing Members of Wilbur and Son Services, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 12, 2023.



Signature of Notary Public
My Commission Expires: 6/1/25



After recording, return to:

Wilbur and Son Services, LLC
Attention: Brian William Wilbur
1109 West Sinto Avenue
Spokane, WA 99201

7263334 01/13/2023 12:59:26 PM

Rec Fee: \$204.50 Page 1 of 2

Quit Claim Deed SIMPLIFILE LC E-RECORDING
Spokane County Washington eRecorded

QUITCLAIM DEED

Brian William Wilbur and Amber Sanderson, husband and wife, (the "Grantors") for and in consideration of transferring property by way of a mere change of identity pursuant to WAC 458-61A-211, **(2)(a)** they and quitclaim to **Wilbur and Son Services, LLC**, a Washington limited liability company, (the "Grantee") the following described real estate situated in the County of Spokane, State of Washington:

Lot 2, Block 10, Bingaman's Addition, as per plat recorded in Volume "A" of Plats Page 27, records of Spokane County;

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


TPN: 35182.2603

Subject to:

1. Easements, covenants, reservations and restrictions of records.

DATED: January 12, 2023.

GRANTORS:



Brian William Wilbur

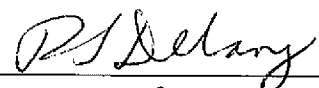


Amber Sanderson

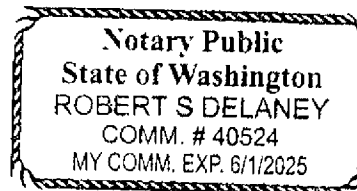
STATE of WASHINGTON S
 S
County of Spokane S

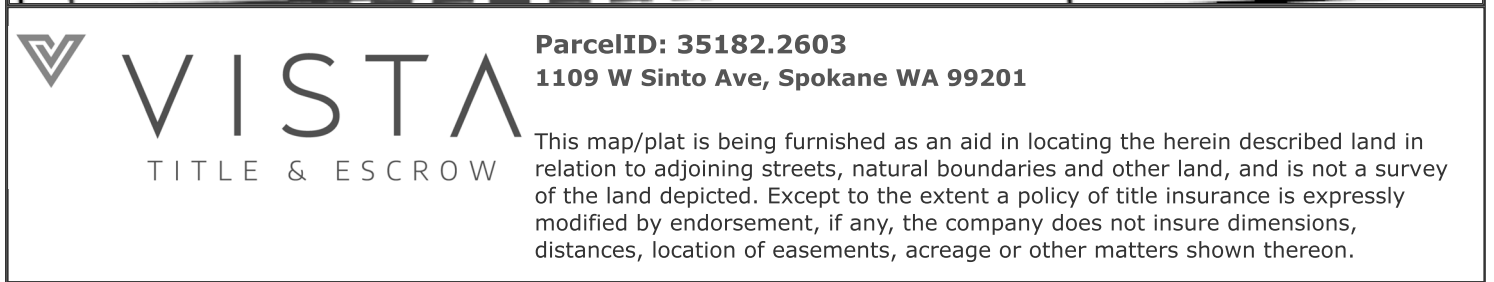
I certify that I know or have satisfactory evidence that Brian William Wilbur and Amber Sanderson signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 12, 2023.



Signature of Notary Public
My Commission Expires: 6/1/25





MAP OF BINGAMAN'S ADDITION

TO
SPOKANE FALLS W.T.
JUNE 1883

Scale 200ft = 1 inch

W.H. Maxwell
Surveyor

Territory of Washington

County of Spokane

Surveyor.

I hereby certify that this is a correct map of Bingaman's Addition as surveyed
by me in June 1883.
W.H. Maxwell.

50	50	50
4	4	4
5	5	5

STOLL

50	50	50
4	4	4
5	5	5

MAXWELL

50	50	50
4	4	4
5	5	5

SHARP

50	50	50
4	4	4
5	5	5

BOONE

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

ST

50	50	50
4	4	4
5	5	5

ST

50	50	50
4	4	4
5	5	5

ST

50	50	50
4	4	4
5	5	5

ADAMS

75

50	50	50
4	4	4
5	5	5

ST

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5

50	50	50
4	4	4
5	5	5