



## WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027484

**Liability:** \$ 86,420.00

**Fee:** \$ 560.00

**Order No.:** 25-40744-VTE

**Dated:** August 4, 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: 25-40744-VTE

Date of Guarantee: August 4, 2025

Amount of Liability: \$86,420.00

Total: \$610.96

Guarantee No.: 000027484

Premium: \$560.00

Sales Tax: \$50.96

1. Name of Assured:  
Spokane County Treasurer
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:  
Fee
3. Title to said estate or interest at the date hereof is vested in:  
The Heirs and Devisees of Debra L Leighton, deceased, who acquired title by Deed recorded October 22, 2019 under Auditor's file number 6855913
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: 25-40744-VTE

Guarantee No.: 000027484

**GENERAL EXCEPTIONS FROM COVERAGE**

1. Rights of claims of parties in possession not shown by the public records.
2. Easements, claims of easements or encumbrances which are not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. General and Special Taxes and any Assessments. No search has been made thereof.
10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane.
11. Debra L Leighton is deceased. Pursuant to Spokane County Probate Case Number 2440023432, Spurgetis Law, P.S. was appointed Personal Representative on November 8, 2024. Said Personal Representative is authorized to sell and convey or mortgage said land.  
Attorney for the Estate: Gregory T Spurgetis  
Telephone No.: 509-444-5141
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  
Telephone No.: 509-477-5764
13. A Lis Pendens of said action was recorded on April 16, 2024 under Recording No. 7343793
14. Order on Motion and Declaration for Declaratory Relief, Writ of Restitution and Judgment Against Edward Feldhusen and Shaun Feldhusen and the terms and conditions thereof:  
Recorded: May 9, 2025

## **WA Litigation Guarantee**

Recording No.: 7415195 in the [official records](#)

**End of Special Exception**

## WA Litigation Guarantee

Order Number: 25-40744-VTE

Guarantee No.: 000027484

### 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:

Spurgetis Law, P.S.  
422 W Riverside Ave  
Suite 620  
Spokane, WA 99201-0302  
As disclosed by Exceptions # 11 and # 14

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: 25-40744-VTE

Guarantee No.: 000027484

#### **PROPERTY DESCRIPTION:**

The South 10 feet of the North 525 feet of the East 100 feet of the West 130 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 26 North, Range 42 East of the Willamette Meridian, records of Spokane County;

TOGETHER WITH the South 185 feet of the North 515 feet of said Section 2 lying westerly of Great Northern Railroad Right of Way and East of Yale Road;

EXCEPT the North 130 feet of the West 308 feet thereof;

EXCEPT Road;

Situate in the County of Spokane, State of Washington.

Parcel No.: 36023.9140

# Parcel Information



Data As Of: 8/18/2025

Parcel Number: 36023.9140  
 Site Address: 0 ADDRESS UNKNOWN

## Parcel Image



Owner Name: FELDHUSEN, EDWARD B  
 Address: 12928 N YALE RD, MEAD, WA, 99021

Taxpayer Name: FELDHUSEN, EDWARD B  
 Address: 12928 N YALE RD, MEAD, WA, 99021

## Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	0 ADDRESS UNKNOWN	MEAD	1.34	Acre(s)	91 Vacant Land	2025	1280	Active

## Assessor Description

02-26-42, THE S 10 FT OF THE N 525 FT OF THE E 100 FT OF THE W 130 FT OF SW 1/4 OF SW 1/4 & THE S 185 FT OF THE N 515 FT LYG W OF RR R/W, EXC N 130 FT OF W 308 FT THEREOF & EXC RD.

## Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
91 Vacant Land	146	733620	MIDWY	RNGE MIDWAY & DAY/MT RO	Jerry	(509) 477-5945

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	94,760	94,760	94,760	0	0	0
2025	86,420	86,420	86,420	0	0	0
2024	74,250	74,250	74,250	0	0	0
2023	72,580	72,580	72,580	0	0	0
2022	72,580	72,580	72,580	0	0	0

## Characteristics

\* - Room counts reflect above grade rooms only.

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

## Sales

Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
02/23/2024	0.00	Quit Claim Deed	202401754	36023.9140
10/21/2019	255,000.00	Statutory Warranty Deed	201916014	36023.9140
10/14/2019	0.00	Quit Claim Deed	201916013	36023.9140
04/30/2018	0.00	Quit Claim Deed	201805929	36023.9140

## Property Taxes

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



AFTER RECORDING MAIL TO:

Debra L Leighton  
12928 N Yale Road  
Mead, WA 99021



Filed for Record at Request of:  
First American Title Insurance Company

Space above this line for Recorders use only

### STATUTORY WARRANTY DEED

File No: 4251-3334852 (DMG) *ML*

Date: October 21, 2019

Grantor(s): Austin S Utley and Natalie C. Utley

Grantee(s): Debra L Leighton

Abbreviated Legal: PTN SW 1/4 02 26 43 SPOKANE COUNTY

Additional Legal on page:

Assessor's Tax Parcel No(s): 36023.9072 and 36023.9139 and 36023.9140

10/22/2019 201916014  
KBJ \$4,544.00

THE GRANTOR(S) Austin S. Utley, as his separate estate, whose spouse is Natalie C Utley for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Debra L Leighton, an unmarried person, the following described real estate, situated in the County of Spokane, State of Washington.

LEGAL DESCRIPTION: Real property in the County of Spokane, State of Washington, described as follows:

*See Exhibit A*


~~THE NORTH 185 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON; LYING WESTERLY OF GREAT NORTHERN RAILROAD RIGHT OF WAY AND EAST OF YALE ROAD. AND, THE NORTH 10 FEET OF THE EAST 100 FEET OF THE WEST 130 FEET OF THE SOUTH 805 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON.~~

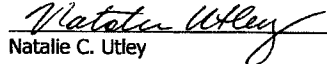
Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

APN: 36023.9072

Statutory Warranty Deed  
- continued

File No.: 4251-3334852 (DMG)

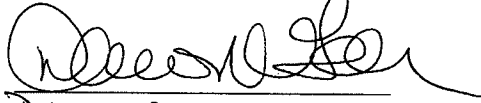
  
Austin S Utley

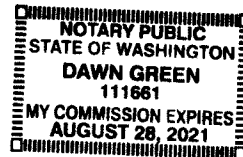
  
Natalie C. Utley

STATE OF Washington )  
COUNTY OF Spokane )-ss  
)

I certify that I know or have satisfactory evidence that **Austin S Utley and Natalie C. Utley**, 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: 10-22-2019

  
Dawn Green  
Notary Public in and for the State of Washington  
Residing at: Spokane  
My appointment expires: 8/28/2021



**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Spokane, State of Washington, described as follows:

~~THE SOUTH 130 FEET OF THE NORTH 460 FEET OF THE EAST 278 FEET OF THE WEST 308 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN;  
EXCEPT THE SOUTH 65 FEET OF THE WEST 110 FEET THEREOF.~~

~~TOGETHER WITH~~ THE NORTH 185 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON; LYING WESTERLY OF GREAT NORTHERN RAILROAD RIGHT OF WAY AND EAST OF YALE ROAD. AND, THE NORTH 10 FEET OF THE EAST 100 FEET OF THE WEST 130 FEET OF THE SOUTH 805 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON.

Tax Parcel ID No. 36023.9072 and 36023.9139 and 36023.9140

RETURN NAME and ADDRESS



Spurgetis Law, P.S.  
422 W. Riverside Ave., Ste. 620  
Spokane, WA 99201

Please Type or Print Neatly and Clearly All Information

Document Title(s)

Order

Reference Number(s) of Related Documents

7335001

Grantor(s) (Last Name, First Name, Middle Initial)

Edward B. Feldhusen

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

Estate of Debra L. Leighton

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

2-26-43 SW SW

Assessor's Tax Parcel ID Number

36023.9139, 36023.9140,  
36023.9072

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and 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

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

In the Matter of the Estate of:

DEBRA L. LEIGHTON,

Deceased.

CASE NO. 24-4-00234-32

ORDER ON MOTION AND  
DECLARATION FOR  
DECLARATORY RELIEF  
WRIT OF RESITUTION,  
AND JUDGMENT AGAINST  
EDWARD FELDHUSEN  
AND SHAUN FELDHUSEN

GREGORY T. SPURGETIS of SPURGETIS LAW, P.S., Personal Representative of the Estate of DEBRA L. LEIGHTON, deceased, came before the Court on this date. The Court reviewed the Motion and records on file herein, heard the oral presentations of those present, and now enters the following:

**I. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. Spurgetis Law, P.S., was appointed Personal Representative of the Estate of Debra L. Leighton, deceased, on November 8, 2024. Debra L. Leighton died October 6, 2023, as a resident of Spokane County, Washington.

2. Letters of Administration with will Annexed were issued to Spurgetis Law, P.S. on January 10, 2025.

ORDR ON MOTION AND DECLARATION FOR DECLARATORY  
RELIEF WRIT OF RESITUTION, AND JUDGMENT AGAINST  
EDWARD FELDHUSEN AND SHAUN FELDHUSEN - PAGE 1 OF 5

SPURGETIS LAW P.S.  
Est. 1977

US Bank Building  
422 W. Riverside Ave., Ste. 620  
Spokane, Washington 99201-0302  
Phone: (509) 444-5141  
Fax: (509) 444-5143

3. The Estate of Debra L. Leighton, deceased, held title to certain real property, commonly known as 12928 N. Yale Rd., Mead, WA, 99201 (36023.9139), 12918 N. Yale Rd., Mead, WA 99201 (36023.9072), and parcel 36023.9140 (address is unknown), legally described as follows:

**Parcel: 36023.9139**

THE SOUTH 130 FEET OF THE NORTH 460 FEET OF THE EST 278 FEET OF THE WEST 308 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26. NORTH, RANGE 43 EAST, W.M;

EXCEPTING THE SOUTH 65 FEET OF THE WEST 110 FEET THEREOF;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

**Parcel 36023.9140**

THE NORTH 185 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON; LYING WESTERLY OF GREAT NORTHERN RAILROAD RIGHT OF WAY AND EAST OF YALE ROAD, AND THE NORTH 10 FEET OF THE EAST 100 FEET OF THE WEST 130 FEET OF THE SOUTH 805 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON.

**Parcel 36023.9072**

THE NORTH 185 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON; LYING WESTERLY OF GREAT NORTHERN RAILROAD RIGHT OF WAY AND EAST OF YALE RD. AND, THE NORTH 10 FEET OF THE EAST 100 FEET OF THE WEST 130 FEET OF THE SOUTH 805 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY WASHINGTON.

4. At the presumed invitation of Debra L. Leighton before her death, Edward B. Feldhusen and Shaun Feldhusen began residing on said real property rent free. On multiple

occasions, both have been asked to leave by Gregory T. Spurgetis of Spurgetis Law, P.S. They have refused and have indicated they have no intention of leaving short of Court intervention.

5. The continued occupation of said real property is against the interest of the Estate of Debra L. Leighton and its other heirs.

6. Notice of this hearing was properly made, as was the demand to move that was made to Edward B. Feldhusen and Shaun Feldhusen.

7. Removal by force is appropriate. Neither Edward B. Feldhusen, Shaun Feldhusen, nor any other occupant has any legal or physical right to possession of the real property.

8. A Writ of Restitution should be issued, returning possession of said real property to the Estate of Debra L. Leighton.

9. Edward B. Feldhusen's conveyance of said real property to himself, based upon the erroneous direction of the now-invalidated Last Will & Testament of Debra L. Leighton, should be voided, invalidated and rescinded, and title should be vested fully in the Estate of Debra L. Leighton.

## II. ORDER

Therefore, it is hereby **ORDERED, ADJUDGED AND DECREED**, as follows:

1. That the quitclaim deed recorded by Edward B. Feldhusen on February 26, 2024, is invalid and void, and title of Spokane County parcels 36023.9139, 36023.9140, and 36023.9072, commonly known as 12928 N. Yale Rd., Mead, WA, 99201 and 12918 N. Yale Rd., Mead, WA, 99201 and legally described below, are hereby fully vested in the Estate of Debra L. Leighton.

ORDR ON MOTION AND DECLARATION FOR DECLARATORY  
RELIEF WRIT OF RESITUTION, AND JUDGMENT AGAINST  
EDWARD FELDHUSEN AND SHAUN FELDHUSEN - PAGE 3 OF 5

SPURGETIS LAW P.S.  
Est. 1977

US Bank Building  
422 W. Riverside Ave., Ste. 620  
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Phone: (509) 444-5141  
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**Parcel: 36023.9139**

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THE WEST 308 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST  
QUARTER OF SECTION 2, TOWNSHIP 26. NORTH, RANGE 43 EAST, W.M.;

EXCEPTING THE SOUTH 65 FEET OF THE WEST 110 FEET THEREOF;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

**Parcel 36023.9140**

THE NORTH 185 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST  
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26  
NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON; LYING  
WESTERLY OF GREAT NORTHERN RAILROAD RIGHT OF WAY AND EAST  
OF YALE ROAD, AND THE NORTH 10 FEET OF THE EAST 100 FEET OF THE  
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OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH,  
RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON.

**Parcel 36023.9072**

THE NORTH 185 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST  
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26  
NORTH, RANGE 43 E.W.M., IN SPOKANE COUNTY, WASHINGTON; LYING  
WESTERLY OF GREAT NORTHERN RAILROAD RIGHT OF WAY AND EAST  
OF YALE RD. AND, THE NORTH 10 FEET OF THE EAST 100 FEET OF THE  
WEST 130 FEET OF THE SOUTH 805 FEET OF THE SOUTHWEST QUARTER  
OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 NORTH,  
RANGE 43 E.W.M., IN SPOKANE COUNTY WASHINGTON.

2. That the Clerk of the Court issue a Writ of Restitution immediately, without <sup>(no sounder than may be, 2015)</sup> bond, directing the Sherrieff of Spokane County to restore to Spurgetis Law, P.S., as Personal Representative of the Estate of Debra L. Leighton, deceased, the possession of the property described herein, Spokane County parcel numbers 36023.9139, 36023.9140, 36023.9072, commonly known as 12928 N. Yale Rd., Mead, WA, 99201 and 12918 N. Yale Rd., Mead, WA 99201.

ORDR ON MOTION AND DECLARATION FOR DECLARATORY  
RELIEF WRIT OF RESITUTION, AND JUDGMENTAGAINST  
EDWARD FELDHUSEN AND SHAUN FELDHUSEN - PAGE 4 OF 5

SPURGETIS LAW P.S.  
Est. 1977

US Bank Building  
422 W. Riverside Ave., Ste. 620  
Spokane, Washington 99201-0302  
Phone: (509) 444-5141  
Fax: (509) 444-5143



2. SPURGETIS LAW, P.S., is authorized to dispose, sell, or get rid of any remaining personal property without further notice to any heir in any manner it sees fit, in preparation of selling said real property.


4. The Sheriff of Spokane County is hereby authorized to use any means necessary, including force should it be required, to break into said premises and remove EDWARD B. FELDHUSEN, SHAUN FELDHUSEN, and any other occupant, and to restore the premises to Spurgetis Law, P.S., as Personal Representative of the Estate of Debra L. Leighton, pursuant to the Writ of Restitution.

5. \_\_\_\_\_

DATED AND SIGNED IN OPEN COURT THIS 9<sup>th</sup> DAY OF MAY 2025

By:   
Honorable Rachelle E. Anderson

Presented by:

  
Spurgetis Law, P.S., Personal Representative  
GREGORY T. SPURGETIS, Vice President  
WSBA 61198

ORDER ON MOTION AND DECLARATION FOR DECLARATORY  
RELIEF WRIT OF RESITUTION, AND JUDGMENT AGAINST  
EDWARD FELDHUSEN AND SHAUN FELDHUSEN - PAGE 5 OF 5


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I CERTIFY THIS DOCUMENT IS A TRUE AND  
CORRECT COPY OF THE ORIGINAL ON FILE  
AND OF RECORD IN MY OFFICE

MAY 09 2025

TIMOTHY W. FITZGERALD, COUNTY CLERK

BY:  DEPUTY

CN: 2440023432

SN: 49

PC: 2

**FILED**

MAY 09 2025

TIMOTHY W. FITZGERALD  
SPOKANE COUNTY CLERK

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

In the Matter of the Estate of:

CASE NO. 24-4-00234-32

DEBRA L. LEIGHTON,

WRIT OF RESTITUTION

Deceased.

**TO: THE SHERIFF OF SPOKANE COUNTY**

**Whereas**, on the 9<sup>th</sup> day of May, 2025, on motion of the Personal Representative of the above-named Estate, the Honorable Judge Rachelle E. Anderson of the Superior Court of Spokane County, State of Washington, made an order in the above-titled action, issuing a Writ of Restitution, without bond, removing EDWARD B. FELDHUSEN, SHAUN FELDHUSEN, and any and all other occupants from the premises located at **12928 N. Yale Rd., Mead, WA, 99201** and **12918 N. Yale Rd., Mead, WA 99201**, and restoring possession of said premises to the Estate of DEBRA L. LEIGHTON.

NOW, THEREFORE, you, the Sheriff of Spokane County, State of Washington, are hereby commanded to deliver possession of said premises and remove any and all occupants, by use of any and all force to break in and remove any occupant so as to restore possession of the lands and premises to the Estate of DEBRA L. LEIGHTON located at: **12928 N. Yale**

WRIT OF RESTITUTION - PAGE 1 OF 2

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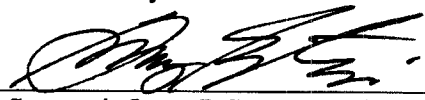
1 **Rd., Mead, WA, 99201 and 12918 N. Yale Rd., Mead, WA 99201, and to make return of**  
2 **this Writ within twenty (20) days after its date what you have done endorsed thereon.**

3 **IN TESTIMONY WHEREOF, I hereunder set my hand and affix the seal of said Court**  
4 **this 9<sup>th</sup> day of May 2025**

5  
6 **TIMOTHY W. FITZGERALD**  
7 **Spokane County Clerk**  
8 **West 1116 Broadway, Room #300**  
9 **Spokane, WA 99260-0090**

10 **By: Maellie Ann**  
11 **Deputy**

12 **Presented by:**

13   
14 **Spurgetis Law, P.S., Personal Representative**  
15 **GREGORY T. SPURGETIS, Vice President**  
16 **WSBA 61198**

**FILED**

MAY 09 2025

TIMOTHY W. FITZGERALD  
SPOKANE COUNTY CLERK

CN: 2440023432

**SN: 50**

PC: 2

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

In the Matter of the Estate of:

CASE NO. 24-4-00234-32

DEBRA L. LEIGHTON,

WRIT OF RESTITUTION

Deceased.

**TO: THE SHERIFF OF SPOKANE COUNTY**

Whereas, on the 9th day of May, 2025, on motion of the Personal Representative of the above-named Estate, the Honorable Judge **MICHELLE D. SZAMBELAN** of the Superior Court of Spokane County, State of Washington, made an order in the above-titled action, issuing a Writ of Restitution, without bond, removing EDWARD B. FELDHUSEN, SHAUN FELDHUSEN, and any and all other occupants from the premises located at 12928 N. Yale Rd., Mead, WA, 99201 and 12918 N. Yale Rd., Mead, WA 99201, and restoring possession of said premises to the Estate of DEBRA L. LEIGHTON.

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WRIT OF RESTITUTION - PAGE 1 OF 2

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2 this Writ within twenty (20) days after its date what you have done endorsed thereon.

3 IN TESTIMONY WHEREOF, I hereunder set my hand and affix the seal of said Court  
4 this 9<sup>th</sup> day of May 2025

6 TIMOTHY W. FITZGERALD  
7 Spokane County Clerk  
8 West 1116 Broadway, Room #300  
9 Spokane, WA 99260-0090

10 By:   
11 Deputy

12 Presented by:

13   
14 \_\_\_\_\_  
15 Spurgetis Law, P.S., Personal Representative  
16 GREGORY T. SPURGETIS, Vice President  
17 WSBA 61198  
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**FILED**

**MAY 23 2025**

**TIMOTHY W. FITZGERALD  
SPOKANE COUNTY CLERK**

CN: 2440023432  
**SN: 52**  
PC: 4



**Spokane County Sheriffs Office  
Spokane County, Washington  
Sheriff's Return of Service**



**State of  
Washington**

)

**Sheriff Number: 2025/05-0074**

) ss

**Court Number: 24-4-00234-32**

**County of  
Spokane**

)

**Prosecutor/Records Number:**

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**Plaintiff / Petitioner**

**IN THE MATTER OF THE ESTATE OF: DEBRA L. LEIGHTON  
DECEASED.**

**Defendant / Respondent**

I, JOHN F. NOWELS, Sheriff in and for said County and State, do hereby certify that on May 09, 2025 I received the following:

**Writ of Restitution; Request for Storage of Personal Property**

and that I served the same on May 12, 2025 at the hour of 02:25 PM within the County of Spokane, State of Washington as following:


**Post**

**By posting on premises at:**

**PARCEL 36023.9139  
12928 N YALE RD, MEAD, WA 99021-9573**

**Occupants were evicted on 05/20/2025.**

Service	Fee
Writ of Restitution	\$60.00
Eviction	\$60.00
Return	\$20.00
Mileage	\$29.12
Total:	\$169.12

<p>JOHN F. NOWELS, Sheriff Spokane County, Washington</p> <p>By: </p>	<p>FOR USE ON OUT-OF-STATE OR FEDERAL SERVICE:</p> <p>Subscribed and Sworn to before me this:</p> <p>_____ day of _____</p>
<p>Civil Deputy Personnel# 591191</p> <p>Dated: 5/21/2025</p>	<p>NOTARY PUBLIC in and for the State of Washington, residing in Spokane. My commission expires: _____</p>

**PRIOR TO YOUR COURT DATE, THIS RETURN OF SERVICE MUST BE FILED  
IN THE COURT OF JURISDICTION WHERE YOUR CASE RESIDES!**



2025/05-0074

MAY 9 2025 11:39  
Spokane County Sheriff

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

In the Matter of the Estate of:

CASE NO. 24-4-00234-32

DEBRA L. LEIGHTON,

WRIT OF RESTITUTION

Deceased.

TO: THE SHERIFF OF SPOKANE COUNTY

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WRIT OF RESTITUTION - PAGE 1 OF 2

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3 IN TESTIMONY WHEREOF, I hereunder set my hand and affix the seal of said Court  
4 this 9<sup>th</sup> day of May 2025

6 TIMOTHY W. FITZGERALD  
7 Spokane County Clerk  
8 West 1116 Broadway, Room #300  
9 Spokane, WA 99260-0090

10 By:   
11 Deputy

12 Presented by:

13   
14 \_\_\_\_\_  
15 Spurgetis Law, P.S., Personal Representative  
16 GREGORY T. SPURGETIS, Vice President  
17 WSBA 61198  
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