



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000021217

Liability: \$ 297,400.00

Fee: \$ 960.00

Order No.: 24-35535-VTE

Dated: August 14, 2024

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

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: 24-35535-VTE

Date of Guarantee: August 14, 2024

Amount of Liability: \$297,400.00

Total: \$1046.4

Guarantee No.: 000021217

Premium: \$960.00

Sales Tax: \$86.40

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:
Tampien Enterprises LLC, a Washington Limited Liability Company, who acquired title by Bargain and Sale Deed recorded May 14, 2018 under Auditor No. 6707473
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: 24-35535-VTE

Guarantee No.: 000021217

GENERAL EXCEPTIONS FROM COVERAGE

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the public records.
3. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (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.
4. Extended coverage exceptions as follows:
 1. Rights or claims of parties in possession not shown by the public records.
 2. Easements, claims of easement 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
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 City of Spokane and Spokane County Water District #3.
11. Deed of Trust and the terms and conditions thereof:

Grantor: Tampien Enterprises, LLC, a Washington limited liability company
Trustee: First American Title Company
Beneficiary: Spokane River Road, LLC
Amount: \$50,000
Dated: February 26, 2019

WA Litigation Guarantee

Recorded: May 2, 2019

Recording No.: 6802320 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.

Note: Includes this and other property.

NOTE: Subordination Agreement and the terms and conditions thereof:

By Agreement dated: February 26, 2019

Recorded: December 12, 2019

Recording No.: 6873415 in the [official records](#)

The deed recorded under Spokane County recording number 6802320 was purportedly made subordinate to the Deed of Trust recorded under Spokane County recording number 6873414.

12. Deed of Trust and the terms and conditions thereof:

Grantor: Tampien Enterprises, LLC, a Washington limited liability company

Trustee: Ford & Dalton, PS

Beneficiary: Wellesley Property, LLC an Idaho limited liability company

Amount: \$395,000

Dated: December 11, 2019

Recorded: December 12, 2019

Recording No.: 6873414 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.

Note: Includes this and other property.

NOTE: Subordination Agreement and the terms and conditions thereof:

By Agreement dated: February 26, 2019

Recorded: December 12, 2019

Recording No.: 6873415 in the [official records](#)

The deed recorded under Spokane County recording number 6802320 was purportedly made subordinate to the Deed of Trust recorded under Spokane County recording number 6873414.

Order of Sale and the terms and conditions thereof:

Recorded: May 9, 2024

Recording No.: 7348201 in the [official records](#)

13. Deed of Trust and the terms and conditions thereof:

Grantor: Tampien Enterprises, LLC, a Washington limited liability company

Trustee: Gustafson Law Inc

Beneficiary: MidAtlantic IRA, LLC fba Neil O'Keeffe, IRA as to an undivided 54.545% and MidAtlantic IRA, LLC fba Neil O'Keeffe, Roth IRA, as to an undivided 45.455%

Amount: \$55,800

Dated: January 27, 2020

Recorded: January 30, 2020

Recording No.: 6887457 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.

Note: Includes this and other property.

WA Litigation Guarantee

14. Lien:

Claimed By: Manfred Construction, LLC
Against: Tampien Enterprises, LLC
Amount: \$106,876.97
Recorded: December 4, 2019
Recording No.: 6870286 in the [official records](#)

Amended Claim of Lien and the terms and conditions thereof:
Recorded: July 13, 2020
Recording No.: 6941611 in the [official records](#)

Assignment of Claim of Lien and the terms and conditions thereof:
Recorded: October 28, 2021
Recording No.: 7143861 in the [official records](#)

15. Judgment:

Against: Tampien Enterprises, LLC and Jonathan Tampien
In Favor Of: Neil O'Keefe, MidAtlantic IRA, LLC FBO
Amount: \$73,974.56
Filed: March 9, 2021
Case No.: 21200583-32
Attorney: Campbell & Bissell, PLLC

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.

16. Judgment:

Against: Tampien Enterprises, LLC and Jonathan Tampien
In Favor Of: Spokane River Road, LLC and Thumbrock, LLC
Amount: \$1,033,762.17
Filed: August 18, 2023
Case No.: 22-2-01114-32
Attorney: McNeice Wheeler, PLLC

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.

17. Judgment:

Against: Tampien Enterprises, LLC
In Favor Of: Wellesley Property, LLC, an Idaho limited liability company
Amount: \$710,078
Filed: November 21, 2023
Case No.: 20-2-01971-32
Attorney: Hawley Troxell Ennis & Hawley, LLP

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.

18. Judgment:

Against: Tampien Enterprises, LLC, Jonathan Tampien and Russell Tampien
In Favor Of: Kyle Bartlett
Amount: \$127,359.59
Filed: November 30, 2023
Case No.: 23205122-32

WA Litigation Guarantee

Attorney: Winston & Cashatt

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.

19. Judgment:

Against: Tampien Enterprises, LLC and Jonathan Tampien
In Favor Of: Matthew J. Maynard
Amount: \$318,867.32
Filed: November 30, 2023
Case No.: 23205123-32
Attorney: Winston & Cashatt

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.

20. Judgment:

Against: Tampien Enterprises, LLC and Jonathan Tampien
In Favor Of: Estiven A. Gozalez
Amount: \$180,526.85
Filed: November 30, 2023
Case No.: 23205124-32
Attorney: Winston & Cashatt

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.

21. Pending action in Spokane County:

Superior Court Cause No.: 24-2-01532-32
Being an action for: Foreclosure
Plaintiff: Spokane County
Defendant: Tampien Enterprises, LLC

22. A Lis Pendens of said action was recorded on July 13, 2021 under Recording No. 709947 in the [official records](#) .

23. A Lis Pendens of said action was recorded on June 27, 2024 under Recording No. 7357338.

24. 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 Dickson-Dunn Orchard Tracts in the [official records](#) as recorded in Volume "J" of Plats, Page(s) 47, and any amendments thereto.

25. Easement and the terms and conditions thereof:

Grantee: The Washington Water Power Company
Purpose: Right of Way
Recorded: December 18, 1951
Recording No.: 71856B in the [official records](#)

End of Special Exception

WA Litigation Guarantee

Order Number: 24-35535-VTE

Guarantee No.: 000021217

INFORMATIONAL NOTES

1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exception(s) to made defendants in said action to be brought by the plaintiff, are as follows:

Manfred Construction LLC dba Kodiak General Contracting
PO Box 11742
Spokane, WA 99211

Wellesley Property, LLC an Idaho limited liability company
3142 E Rivercrest Dr.
Post Falls, ID 83854

MidAtlantic IRA & ROTH FBO Neil O'Keefe
118 West Church St
Frederick, MD 21701

Hawley Troxell Ennis & Hawley, LLP
422 W Riverside Ave Ste 1100
Spokane, WA 99201 (509-624-5265)

Campbell & Bissell, PLLC
820 W 7th Ave
Spokane, WA 99204 (509-455-7100)

McNeice Wheeler, PLLC
221 W Main Ave. Ste 100
Spokane, WA 99201 (509-928-4141)

Winston & Cashatt
1900 Bank of America Financial Center
601 W Riverside
Spokane, WA 99201 (509-838-6131)

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: 24-35535-VTE

Guarantee No.: 000021217

PROPERTY DESCRIPTION:

THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A" OF DICKSON-DUNN ORCHARD TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME J OF PLATS, PAGE 47, RECORDS OF SPOKANE COUNTY,
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

When recorded return to:

Tampien Enterprises, LLC
209 W 29th Ave.
Spokane, WA. 99203

Escrow No: WA-2335-GY
TICOR 6601712802

BARGAIN AND SALE DEED

THE GRANTOR, U.S. Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-CB6, for and in consideration of Ten Dollars and other valuable consideration in hand paid, bargains, sells, and conveys to:

Tampien Enterprises, LLC

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

The North 60 feet of the East 120 feet of Tract "A" and the East 120 of the South 25 feet of the Tract 57, Dickson-Dunn Orchard Tracts, according to the plat thereof, recorded in Volume J of Plats, Page 47, records of Spokane County,

Situate in the County of Spokane, State of Washington.

A.P.N.(s): 36102.0201 and 36102.0126

Dated: MAY 10, 2018

U.S. Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-CB6

5/10/18



By: Ocwen Loan Servicing LLC, as Attorney in Fact

Name: Beonide Durandisse

Title: Contract Management Coordinator

STATE OF FLORIDA

ss.

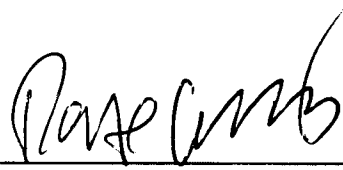
COUNTY OF PALM BEACH

On MAY 10, 2018 before me Rafael Gonzalez, Notary Public, personally appeared Beonide Durandisse as Contract Management Coordinator for Ocwen Loan Servicing LLC, as Attorney in Fact for U.S. Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2007-CB6, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dated: MAY 10, 2018



Notary name printed or typed: Rafael Gonzalez
Notary Public in and for the State of FLORIDA
Residing at WEST PALM BEACH, FLORIDA
My appointment expires: _____

Personally Known To Me

RG 5-10-18



RETURN NAME and ADDRESS

SPOKANE RIVER ROAD LLC
632 LITTLE SPOKANE RIVER RD
NEWPORT, WA 99150

Please Type or Print Neatly and Clearly All Information

Document Title(s)

DEED OF TRUST

AUDITOR'S NOTE:
Document Recorded
Is A Copy

Reference Number(s) of Related Documents

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

TAMPIEN ENTERPRISES LLC

TRUSTEE FIRST AMERICAN TITLE

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

SPOKANE RIVER ROAD LLC

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

DICKSON 1/2 DUNN ORCH TR N60 FT
OF E120 FT B A, SPOKANE COUNTY

Assessor's Tax Parcel ID Number 36102 0201

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

AFTER RECORDING MAIL TO:
Spokane River Road, LLC
632 Little Spokane River Road

Newport, WA 99150

Space above this line for Recorders use only

DEED OF TRUST
(For use in the State of Washington only)

File No: **4252-3101668 (ma)**
2019

Date: **February 26,**

Grantor(s): **Tampien Enterprises, LLC, a Washington limited liability company**
Grantee(s): **Spokane River Road, LLC**

Trustee: **First American Title, a Corporation**
Abbreviated Legal: **DICKSON&DUNN ORCH TR N60FT OF E120FT B A, SPOKANE**
COUNTY

Additional Legal on page: **1**

Assessor's tax parcel/Account Nos: **36102.0201**

THIS DEED OF TRUST, made this **Twetny Sixth day of February 26, 2019**, between **Tampien Enterprises LLC, a Washington limited liability company**, as GRANTOR(S), whose address is **PO Box 30028, Spokane, WA 99223**, and **First American Title , a Corporation**, as TRUSTEE, whose address is **7407 N Division Street, Suite I, Spokane, WA 99208**, and **Spokane River Road, LLC**, as BENEFICIARY, whose address is **632 Little Spokane River Road, Newport, WA 99150**.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s) and convey(s) to Trustee in trust, with power of sale, the following described property in **Spokane County, Washington**:

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

The North 60 feet of the East 120 feet of Tract "A" and the East 120 of the South 25 feet of the Tract 57, Dickson-Dunn Orchard Tracts, according to the plat thereof, recorded in Volume J of Plats, Page 47, records of Spokane County

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

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

A.P.N.: 36102.0201

Deed of Trust - continued File No.: 4252-3101658 (ma)

7. 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 an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. ADDITIONAL TERMS AND CONDITIONS: (Check one)

a. ☐ NONE

b. ☒ As set forth on the attached "Exhibit" which is incorporated by this reference. (Note: If neither a nor b is checked, then option "a" applies)

Tampien Enterprises, LLC, a Washington limited
liability company

By: 

Name: Jonathan Tampien

Title: Managing Member

A.P.N.: 24102.0201

Deed of Trust - continued

File No.: 4252-3101668 (ms)

or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

JI SWB

Grantor Initials

Beneficiary Initials

IT IS MUTUALLY AGREED THAT:

1. 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.
2. 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.
3. 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(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor(s) 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, 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 expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had not, power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. 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 encumbrancers for value.
6. 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 cause this Deed of Trust to be foreclosed as a mortgage.

A.P.N.: 36102.0201

Deed of Trust - continued

File No.: 4252-3101668 (ma)

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of **fifty thousand dollars (\$50,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep said property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described hereon 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(s). 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(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to 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.
5. To 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. Should Grantor(s) 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. NO FURTHER ENCUMBRANCES: (OPTIONAL - Not applicable unless Initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge

Page 4 of 6
4/2014

LPB 22-05(r) rev

A.P.N.: 36102.0201
(ma)

Deed of Trust - continued

File No.: 4252-3101668

STATE OF Washington)
)-SS
COUNTY Of Spokane)

I certify that I know or have satisfactory evidence that **Jonathen Tampien**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **Managing Member of Tampien Enterprises, LLC** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 2/26/2019

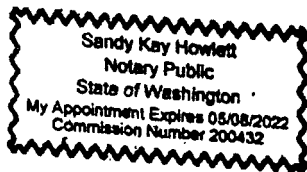
Name: Sandy Howlett

Notary Public in and for the State of Washington

Residing at: Spokane

My appointment expires:

May 8, 2022



Page 5 of 6

LFB 22-05(1) re 4/2014

A.P.N.: 26102.0201
(ms)

Deed of Trust - continued

File No.: 4252-3101668

(Do Not Record)
REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the Note and this Deed of Trust.

To: TRUSTEE

The undersigned is the legal owner and holder of the note and all indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Mail Reconveyance to:

Dated: 11 MAR 19



By _____

By _____

By _____

By _____

632 LITTLE SPARK
RIVER RD NEWPORT
WA 99156

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee before cancellation will be made.

Page 5 of 6

LPB 22-05(r) re 4/2014

A.P.N.: 36102.0201
(ma)

Deed of Trust - continued

File No. 4252-3101663

(Do Not Record)
REQUEST FOR FULL RECONVEYANCE*To be used only when all obligations have been paid under the Note and this Deed of Trust.*

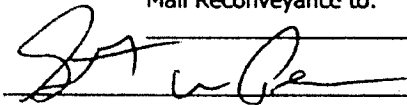
To: TRUSTEE

The undersigned is the legal owner and holder of the note and all indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Mail Reconveyance to:

Dated:

11 MAR 19



By _____

By _____

632 LITTLE SPKANE
RIVER RD NEWPORT

By _____

By _____

WA 99156

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee before cancellation will be made.



After Recording Mail To:
Ford & Dalton, PS
320 S. Sullivan Rd.
Spokane Valley, WA 99037

Filed for Record at Request of

Escrow Number:

3332400-SM Subordination Agreement

Legal: The North 60 feet of the East 120 feet of Tract "A", and the East 120 feet of the South 25 feet of Tract 57, Dickson-Dunn Orchard Tracts, as per plat recorded in Volume "J" of Plats Page 47, records of Spokane County;
Situate in the County of Spokane, State of Washington.
Parcel Nos. 36102.0201 and 36102.0126

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

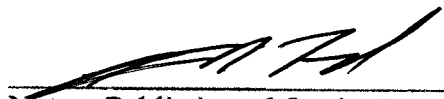
The undersigned subordinator and owner agrees as follows:

1. Spokane River Road, LLC, Referred to herein as "subordinator", is the owner and holder of a mortgage dated February 26, 2019 which is recorded under auditor's file No. 6802320, records of Spokane County.
2. Wellesley Property, LLC, an Idaho Limited Liability Company, referred to herein as "lender", is the owner and holder of a mortgage dated December 11, 2019 in the amount of \$395,000.00, executed by Tampien Enterprises, LLC, a Washington Limited Liability Company (which is recorded in volume _____ of Mortgages, Page _____, under auditor's file No. 6873414 records of Spokane County) (which is to be recorded concurrently herewith).
3. Tampien Enterprises, LLC referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1

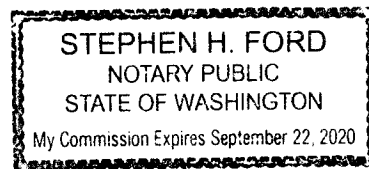
STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

On this 12 day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JONATHAN TAMPIEN, to me known to be the individual described in, who executed the within instrument as a member of TAMPIEN ENTERPRISES, LLC, a Washington limited liability company, and acknowledged to me that he/she/they signed and sealed the same as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



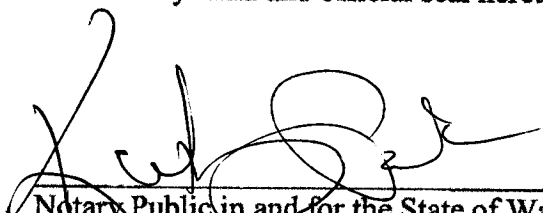
Notary Public in and for the State of Washington
Residing at Spokane
My Commission Expires 1/22/20



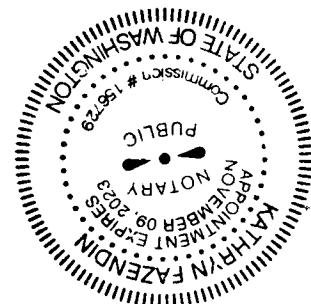
STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

On this 11 day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVEN PEARSON, to me known to be the individual described in, who executed the within instrument as a member of SPOKANE RIVER ROAD, LLC, a Washington limited liability company, and acknowledged to me that he/she/they signed and sealed the same as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of Washington
Residing at Spokane
My Commission Expires 12/11/19 11/9/20





Filed for Record at Request of
Ford & Dalton, PS
320 S. Sullivan Rd.
Spokane Valley, WA 99037

DEED OF TRUST

(For Use in the State of Washington Only)

3330400 - SM

THIS DEED OF TRUST, made this 11th day of December 2019, between Tampien Enterprises, LLC, a Washington limited liability company, Grantor, whose address is PO Box 30028, Spokane WA 99223, and Ford & Dalton, PS, Trustee, whose address is 320 S. Sullivan Rd., Spokane Valley, WA 99037, and Wellesley Property, LLC, an Idaho limited liability company whose address is 3142 E Rivercrest Dr, Post Falls ID 83854.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Spokane County, Washington:

The North 60 feet of the East 120 feet of Tract "A", and the East 120 feet of the South 25 feet of Tract 57, Dickson-Dunn Orchard Tracts, as per plat recorded in Volume "J" of Plats, Page 47, records of Spokane County;

Situate in the County of Spokane, State of Washington.

Parcel No. 36102.0201 and 36102.0126

More commonly known as:

12219 N Freya, Mead WA 99021

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

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Three Hundred Ninety Five Thousand and 00/100 (\$395,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals,

modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To 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.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to 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.
5. To 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. 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.

IT IS MUTUALLY AGREED THAT:

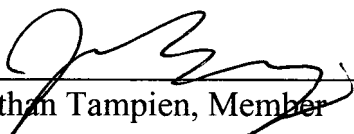
1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligations.
2. By accepting payment of 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.
3. 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.
4. Upon default by 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, 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.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which 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. 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.
6. 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 cause this Deed of Trust to be foreclosed as a mortgage.
7. 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 such action or

proceeding is brought by the Trustee.

8. 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 holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in borrower is sold or transferred and borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be excised by Lender if exercise is prohibited by Federal Law as of the date of this Security Instrument.

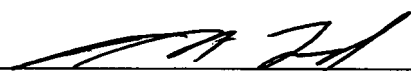
TAMPIEN ENTERPRISES, LLC

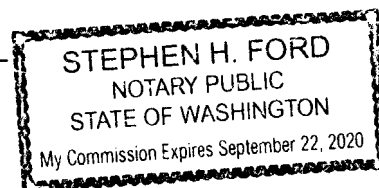

Jonathan Tampien, Member

STATE OF WASHINGTON }
) SS
COUNTY OF SPOKANE }

On this 12 day of December 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JONATHAN TAMPIEN, to me known to be the individual(s) described in, who executed the within instrument as the managing member of TAMPIEN ENTERPRISES, LLC, a Washington limited liability company, and acknowledged to me that he/she/they signed and sealed the same as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.


Notary Public in and for the State of Washington
Residing at Spokane
My Commission Expires: 1/22/20



REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

WELLESLEY PROPERTY, LLC

Thomas Tedder, Member

Date

AFTER RECORDING MAIL TO:

GUSTAFSON LAW, INC., P.S.
1500 WEST FOURTH AVE., SUITE 408
SPOKANE, WA 99201

6887457 01/30/2020 11:39:05 AM

Rec Fee: \$107.50 Page 1 of 4

Deed Of Trust GUSTAFSON LAW, INC. P.S. (SP)

Spokane County Washington eRecorded

THIRD DEED OF TRUST

THIS DEED OF TRUST, made this 27 day of January, 2020, between TAMPIEN ENTERPRISES, LLC, a Washington Limited Liability Company, Grantors, whose address is 209 W. 29th Ave., Spokane, WA 99203 and GUSTAFSON LAW, INC., P.S., a Washington corporation, Trustee, and MidAtlantic IRA, LLC FBO Neil O' Keeffe, IRA, as to an undivided 54.545% interest and MidAtlantic IRA, LLC FBO Neil O'Keeffe, ROTH IRA, as to an undivided 45.455% interest, whose collective address is 118 West Church Street, Frederick, MD 21701.

WITNESSETH: Grantor(s) hereby bargain, sell and convey to Trustee in Trust, with power of sale, the following described real property in Spokane County, Washington:

The North 60 feet of the East 120 feet of Tract "A", and the East 120 feet of the South 25 feet of Tract 57, DICKSON-DUNN ORCHARD TRACTS, as per plat recorded in Volume "J" of Plats, Page 47, records of Spokane County;

Situate in the County of Spokane, State of Washington.

Tax Parcel No. 36102.0201 and 36102.0126

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

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Fifty-Five Thousand and No/100 Dollars (\$55,800.00) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be

DEED OF TRUST - 1

advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To 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.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to 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.

5. To 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. 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.

IT IS MUTUALLY AGREED THAT:

1. 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. 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.

3. The Trustees 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.

4. Upon default by 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, 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 sale, including a reasonable Trustee's fee and attorney's fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which 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. 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 purchasers and encumbrances for value.

6. 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 cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event, of the death, incapacity or 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


DEED OF TRUST - 3

sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

DATED this 27 day of January, 2020.

Tampien Enterprises, LLC


By: Jonathan Tampien, Managing Member

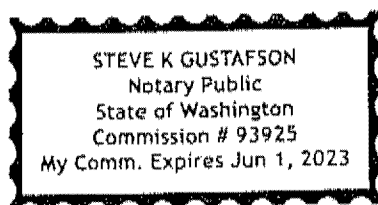
STATE OF WASHINGTON)

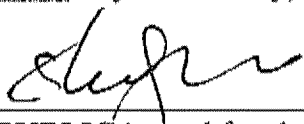
: ss.

County of Spokane)

On this day personally appeared before me Jonathan Tampien, Managing Member of Tampien Enterprises, LLC, a Washington Limited Liability Company, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, with full power and authority to act on behalf on behalf of Tampien Enterprises, LLC, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of January, 2020.




NOTARY PUBLIC in and for the State
of Washington, residing at Spokane
My commission expires: 6/1/23

DEED OF TRUST - 4

AFTER RECORDING RETURN TO:

LIEN RESEARCH CORP.
P.O. BOX 3409
ARLINGTON, WA 98223

CLAIM OF LIEN

MANFRED CONSTRUCTION, LLC DBA:
KODIAK GENERAL CONTRACTING
Claimant
VS
TAMPIEN ENTERPRISES, LLC
Name of person indebted to Claimant

NOTICE IS HEREBY GIVEN that the person below claims a lien pursuant to chapter 60.04 RCW. In support of this lien, the following information is submitted:

1. Name of Claimant: MANFRED CONSTRUCTION, LLC
DBA: KODIAK GENERAL CONTRACTING
Telephone Number: (509) 280-5869
Address: P.O. BOX 11742, SPOKANE, WA 99211
2. Date on which the claimant began to perform labor, provide professional services, supply material or equipment or the date on which employee benefit contributions became due: April 1, 2019
3. Name of the person indebted to the Claimant: TAMPIEN ENTERPRISES, LLC, 209 W. 29TH AVE., SPOKANE, WA 99203
4. Description of the property against which a lien is claimed:
Address: 12219 N. FREYA ST., MEAD, WA
Legal Description: THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A" AND THE EAST 120 FEET OF THE SOUTH 25 FEET OF TRACT 57, DICKSON-DUNN ORCHARD TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME "J" OF PLATS, PAGE 47, RECORDS OF SPOKANE COUNTY, WASHINGTON AND SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.
SPOKANE County Assessor's Tax Parcel No. 36102.0201 & 36102.0126
5. Name of owner(s) or reputed owner(s) (if not known, state "unknown"):
TAMPIEN ENTERPRISES, LLC, 209 W. 29TH AVE., SPOKANE, WA 99203
6. The last date on which labor was performed; professional services were furnished; contributions to an employee benefit plan were due; or material or equipment was furnished: October 24, 2019
7. Principal amount for which the lien is claimed: \$106,876.97, plus applicable lien fees &/or attorney's fees &/or interest.
8. If the Claimant is the assignee of this claim so state here: N/A.

Lien Research Corp.

By: 

It's Authorized Representative/Employee,

As Authorized agent of MANFRED CONSTRUCTION, LLC DBA: KODIAK GENERAL CONTRACTING,
Claimant

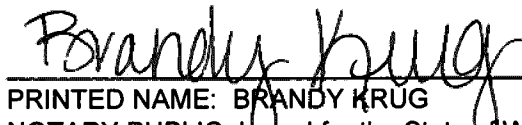
P.O. BOX 11742
SPOKANE, WA 99211
(509) 280-5869

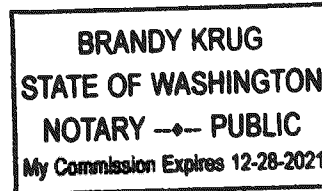
STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

JANIECE MEALEY, being sworn, says: I am an authorized representative/employee of the agent of the claimant (or attorney of the claimant, or administrator, representative, or agent for the trustee of an employee benefit plan) above named. I have read the forgoing claim, know the contents thereof, and believe the same to be true and correct and that the claim of lien is not frivolous and is made with reasonable cause, and is not clearly excessive under penalty of perjury.



Subscribed and sworn to before me this 3 day of December 2019.



PRINTED NAME: BRANDY KRUG
NOTARY PUBLIC, In and for the State of Washington.
Residing in: ARLINGTON
My commission expires: 12/28/2021

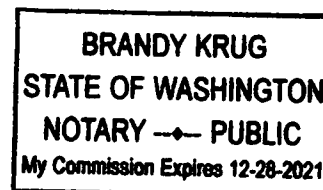


STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

On this 3 day of December 2019, before me personally appeared JANIECE MEALEY, to me known to be the (president, vice president, secretary, treasurer, or other authorized office or agent, as the case may be) of Lien Research Corp., A Washington corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and hear first above written.


PRINTED NAME: BRANDY KRUG
NOTARY PUBLIC, In and for the State of Washington.
Residing in: ARLINGTON
My commission expires: 12/28/2021



Order # 19-111645, Dated 11/27/2019



When Recorded Return to:
DUNN & BLACK, P.S.
Banner Bank Building
111 North Post, Suite 300
Spokane, Washington 99201
Telephone: (509) 455-8711

Attorneys for Claimant Manfred Construction, LLC
DBA Kodiak General Contracting.

AMENDED CLAIM OF LIEN

REFERENCE NO.: 6870286

Manfred Construction LLC DBA Kodiak General Contracting., Claimant, vs. Tampien Enterprises, LLC indebted to Claimant

NOTICE IS HEREBY GIVEN that the person named below claims a lien pursuant to Chapter 60.04 RCW. In support of this lien the following information is submitted:

1. **NAME OF LIEN CLAIMANT:** Manfred Construction, LLC DBA Kodiak General Contracting.
TELEPHONE NUMBER: (509) 280-5869
ADDRESS: P.O. Box 11742
Spokane, WA 99211
2. **DATE ON WHICH THE CLAIMANT BEGAN TO PERFORM LABOR, PROVIDE PROFESSIONAL SERVICES, SUPPLY MATERIAL OR EQUIPMENT OR THE DATE ON WHICH EMPLOYEE BENEFIT CONTRIBUTIONS BECAME DUE:**

March 18, 2019
3. **NAME OF PERSON(S) INDEBTED TO THE CLAIMANT:**

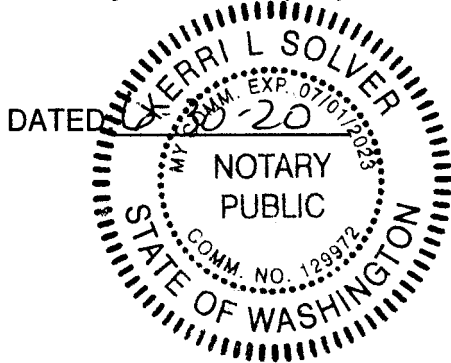
Tampien Enterprises, LLC
209 W. 29th Ave.
Spokane, WA 99203
4. **DESCRIPTION OF THE PROPERTY AGAINST WHICH A LIEN IS CLAIMED (street address, legal description or other information that will reasonably describe the property):**


12219 N. Freya St., Mead, WA 99021

The North 60 feet of the east 120 feet of Tract "A" and the East 120 feet of the South 25 feet of Tract 57, Dickson-Dunn Orchard Tracts, according to the plat thereof, recorded in Volume "J" of Plats, page 47, records of Spokane County, Washington and situate in the County of Spokane, State of Washington. Spokane County Assessor's Tax Parcel No. 36102.0201 & 36102.0126

STATE OF WASHINGTON)
)
) ss
County of Spokane)

I certify that I know or have satisfactory evidence that CONRAD MANFRED is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager for Claimant Manfred Construction, LLC DBA Kodiak General Contracting to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.




Print Name: Kerri Solver
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane
My Appointment Expires: 7-1-23

STATE OF WASHINGTON)
)
) :ss
County of Spokane)

Stephanie Wiley, being first duly sworn on oath, deposes and says:

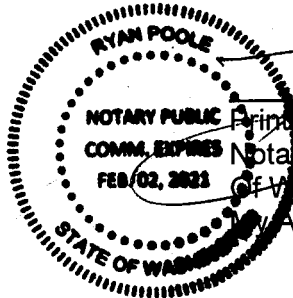
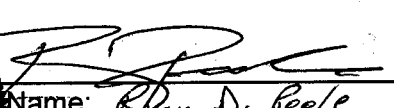
On the 6th day of July, 2020, I enclosed in envelopes the attached Amended Claim of Lien in the above-entitled matter; via regular and certified mail, sealed the same, addressed the same as follows:

Tampien Enterprises, LLC
209 W. 29th Ave.
Spokane, WA 99203

which is the last known address of said person(s) and on said date deposited the same so addressed with postage prepaid in the U.S. Post Office, City of Spokane, State of Washington.


STEPHANIE WILEY

SUBSCRIBED AND SWORN to before me this 6th day of July, 2020.



NOTARY PUBLIC Print Name: Ryan D. Poole
COMM. EXPIRES Notary Public in and for the State
FEB/02, 2021 of Washington, Residing at Spokane, WA
Appointment Expires: Feb. 2, 2021

After Recording Return to:

Witherspoon • Kelley
Attn: Maximillian K. Archer
422 W. Riverside, Suite 1100
Spokane, Washington 99201

DOCUMENT TITLE: ASSIGNMENT OF CLAIM OF LIEN **WFG Courtesy**

6870286;

REFERENCE NOS.:

ASSIGNOR: MANFRED CONSTRUCTION, LLC DBA
KODIAK GENERAL CONTRACTING

ASSIGNEE: WELLESLEY PROPERTY, LLC
36102.0201 & 36102.0126

TAX PARCEL NOS.:

ASSIGNMENT OF CLAIM OF LIEN

FOR VALUE RECEIVED, the undersigned hereby transfers and assigns to WELLESLEY PROPERTY, LLC, an Idaho limited liability company, whose address is 4300 West Riverbend Avenue, Post Falls, Idaho, all of its rights under that certain Claim of Lien dated December 3, 2019 and recorded on December 4, 2019 under Auditor's File No. 6870286, and all of its rights under that certain Amended Claim of Lien dated June 30, 2020 and recorded on July 13, 2020 under Auditor's File No. 6941611, all in the official records of Spokane County, Washington, encumbering the following real property situated in the County of Spokane, State of Washington:

12219 N. Freya St., Mead, WA 99201

The North 60 feet of the east 120 feet of Tract "A" and the East 120 feet of the South 25 feet of Tract 57, Dickson-Dunn Orchard Tracts, according to the plat thereof, recorded in Volume "J" of Plats, page 47, records of Spokane County, Washington and situate in the County of Spokane, State of Washington,

Spokane County Assessor's Tax Parcel Nos. 36102.0201 & 36102.0126.

ASSIGNMENT OF CLAIM OF LIEN - 1

MANFRED CONSTRUCTION, LLC, a
Washington limited liability company dba
KODIAK GENERAL CONTRACTING

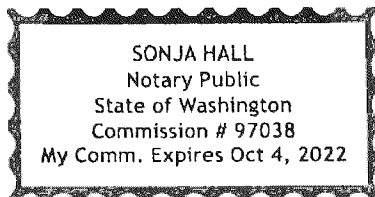
By: [Signature]
Its: Manfred

STATE OF WASHINGTON)

COUNTY OF Spokane

25 Oct
On ~~August~~ 12, 2021, before me, a Notary Public in and for said State, personally appeared Conrad Manfred, the manager of MANFRED CONSTRUCTION, LLC, DBA KODIAK GENERAL CONTRACTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same freely and voluntarily in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument, for the uses and purposes described therein.

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]
Printed Name: Sonja Hall
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My appointment expires: Oct 04, 2022

ASSIGNMENT OF CLAIM OF LIEN AND
AMENDED CLAIM OF LIEN - 2

CN: 2120058332

SN: 7

PC: 3

FILED

MAR - 9 2021

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON
COUNTY OF SPOKANE

NEIL O'KEEFFE, an individual;
MIDATLANTIC IRA, LLC, FBO NEIL
O'KEEFFE, IRA; and MIDATLANIC
IRA, LLC, FBO NEIL O'KEEFFE, ROTH
IRA

Plaintiffs,

vs.

TAMPIEN ENTERPRISES, LLC, a
Washington limited liability company; and
JONATHAN TAMPIEN, an individual,

Defendants.

21200583-32

JUDGMENT AGAINST
JONATHAN TAMPIEN AND
TAMPIEN ENTERPRISES, LLC,
JOINTLY AND SEVERALLY

I. JUDGMENT SUMMARY

Judgment Creditor: NEIL O'KEEFFE; MIDATLANTIC IRA, LLC,
FBO NEIL O'KEEFFE, IRA; and MIDATLANIC
IRA, LLC, FBO NEIL O'KEEFFE, ROTH IRA

Judgment Debtor: TAMPIEN ENTERPRISES, LLC, and JONATHAN
TAMPIEN, JOINTLY AND SEVERALLY

Principal Judgment Amount: \$68,597.06

Interest to Date of Judgment: \$0.00

Attorney's Fees: \$5,272.00

JUDGMENT AGAINST JONATHAN TAMPIEN AND
TAMPIEN ENTERPRISES, LLC, JOINTLY AND
SEVERALLY - 1

CB | LAWYERS

CAMPBELL & BISSELL | PLLC
Corbet-Aspray House
820 W. 7th Avenue
Spokane, WA 99204
509.455.7100 (Phone)
509.455.7111 (Facsimile)

1 Costs: \$105.50
(Recording Fee)

2 Other Recovery Amounts: \$0.00

3 **Total Judgment to Date:** \$73,974.56

4 Principal Judgment Amount Shall Bear Interest at Rate per 12%
Annum

5 Attorney's Fees, Costs and Other Recovery Amounts Shall 12%
6 Bear Interest at Rate per Annum

7 Attorney for Judgment Creditor: Tyler S. Waite

8 Attorney for Judgment Debtor: N/A

9 **II. HEARING**

10 1. Date. This matter being heard without oral argument in March 2021, via
ex parte presentation by the Clerk of the Court.

11 2. Appearances. Judgment Creditors submitted the documents supporting the
12 Motion through their counsel, Tyler S. Waite via ex parte presentation by the Clerk of the
13 Court. Judgment Debtor did not appear in person or by counsel.

14 3. Purpose. To rule on Plaintiffs' Neil O'Keeffe, MidAtlantic IRA, LLC,
15 FBO Neil O'Keeffe, IRA, and MidAtlantic IRA, LLC, FBO Neil O'Keeffe, Roth IRA
16 Motion for Entry of Judgment in the amount \$73,974.56 and for Judgment jointly and
17 severally.

18 **III. PRIOR ORDER**

19 1. Order Directing Clerk to Enter Judgment Against Jonathan Tampien and
20 Tampien Enterprises, LLC. The Clerk of the Court was directed to enter Judgment in the
21 amount of \$73,974.56 against Jonathan Tampien and Tampien Enterprises, LLC, jointly
22 and severally.

23 ////

24 JUDGMENT AGAINST JONATHAN TAMPIEN AND
25 TAMPIEN ENTERPRISES, LLC, JOINTLY AND
SEVERALLY - 2

CB | LAWYERS
CAMPBELL & BISSELL | PLLC
Corbet-Aspray House
820 W. 7th Avenue
Spokane, WA 99204
509.455.7100 (Phone)
509.455.7111 (Facsimile)

1 **IV. ADJUDICATION**

2 On the basis of the foregoing, NOW THEREFORE it is by this Court hereby
3 ORDERED, ADJUDGED, and DECREED:

4 1. Judgment. There is no just reason for delay of the entry of Judgment
5 Jonathan Tampien and Tampien Enterprises, LLC, jointly and severally, in the principal
6 amount of \$68,597.06; \$0.00 for prejudgment interest; \$5,272.00 for attorneys' fees; and
7 \$105.50 for legal costs. Post-judgment interest shall accrue at the rate of 12% on the
8 principal amount, attorneys' fees and costs;

9 2. Judgment Creditor is awarded its attorneys' fees and costs incurred in
10 enforcing the Order Directing Clerk to Enter Confession of Judgment and collecting on
11 this judgment plus interest at 12% per annum on such fees and costs;

12 3. Judgment Creditors are entitled to their attorney fees and costs expended in
13 any efforts to collect this judgment; and

14 4. Judgment is entered in the amount of \$73,974.56, jointly and severally
15 against Defendant Jonathan Tampien, individually and on behalf of his marital community
16 comprised thereof, and against Tampien Enterprises, LLC.

17 DONE IN OPEN COURT this 5 day of March, 2021.

18 
19 JUDGE/COURT COMMISSIONER

20 Presented by:

21 CAMPBELL & BISSELL, PLLC

22 
23 TYLER S. WAITE, WSBA #45484
Attorneys for Plaintiffs

24 JUDGMENT AGAINST JONATHAN TAMPIEN AND
25 TAMPIEN ENTERPRISES, LLC, JOINTLY AND
SEVERALLY - 3

CB | LAWYERS
CAMPBELL & BISSELL | PLLC
Corbet-Aspray House
820 W. 7th Avenue
Spokane, WA 99204
509.455.7100 (Phone)
509.455.7111 (Facsimile)

CN: 2220111432

SN: 10

PC: 2

FILED

MAY 06 2022

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

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

SPOKANE RIVER ROAD LLC, a Washington
limited liability company; and THUMBROCK
LLC, a Washington limited liability company,

Plaintiffs,

v.

TAMPIEN ENTERPRISES, LLC, a Washington
Limited Liability Company; and JONATHAN
TAMPIEN, an individual,

Defendants.

NO. 22-2-01114-32

DEFAULT JUDGMENT

A. JUDGMENT CREDITORS: SPOKANE RIVER ROAD, a Washington Limited
Liability Company; THUMBROCK LLC, a
Washington Limited Liability Company

B. JUDGMENT DEBTOR: JONATHAN TAMPIEN, an individual; and
TAMPIEN ENTERPRISES, LLC, a Washington
limited liability company;

C. PRINCIPAL JUDGMENT AMOUNT: \$1,033,767.12

D. ATTORNEY FEES: \$2,778.75

E. OTHER COSTS/RECOVERY AMOUNTS:

Court Filing Fees:

\$240.00

Service Fees:

\$87.60

F. Principal Judgment Amount Shall Bear Interest at Judgment Rate per Annum: 12%

1
2
3 G. Other Recovery Amount Shall Bear Interest at Judgment Rate per Annum: 12%

4 H. Attorney for Judgment Creditor: ANDY WETZEL

5 I. Attorney for Judgment Debtor: NONE

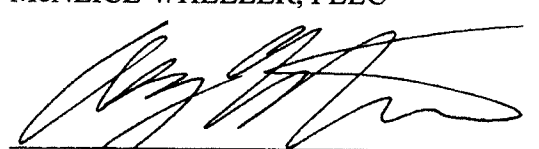
6 THIS MATTER having come on for hearing before the above entitled Court, upon the
7 Plaintiff's Motion for Default Judgment; Plaintiff appearing by and through its attorney Andy
8 Wetzel of McNeice Wheeler, PLLC, and the Defendants TAMPIEN ENTERPRISES, LLC and
9 JONATHAN TAMPIEN not appearing, and the Court having granted Plaintiffs' Motion for
10 Default Judgment by entering an Order on _____, 2022, it is hereby
11 ORDERED, ADJUDGED, AND DECREED that Plaintiffs have judgment against the
12 Defendants TAMPIEN ENTERPRISES, LLC and JONATHAN TAMPIEN herein for:

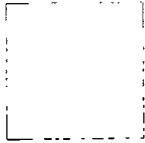
- 12 1. The principal sum of \$1,033,767.12 as Plaintiffs' damages incurred herein.
- 13 2. Costs incurred in the amount of \$327.60
- 14 3. Plaintiffs' reasonable attorney's fees in the amount of \$2,778.75
- 15 4. Interest on the preceding damages, costs and fees at the rate of 12% per annum from
the date hereof until paid.

16 DONE IN OPEN COURT this 6 day of May, 2022.

17
18
19
20 
JUDGE MARYANN C. MORENO

21
22
23 Presented By:
McNEICE WHEELER, PLLC

24 
25
26 ANDY WETZEL, WSBA #55469
27 Attorney for Plaintiffs



FILED
AUG 18 2023

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

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

SPOKANE RIVER ROAD LLC, a Washington
limited liability company; and THUMBROCK
LLC, a Washington limited liability company,

Plaintiffs,

v.

TAMPIEN ENTERPRISES, LLC, a Washington
Limited Liability Company; and JONATHAN
TAMPIEN, an individual,

Defendants.

NO. 22-2-01114-32

CORRECTED DEFAULT JUDGMENT

A. JUDGMENT CREDITORS:

SPOKANE RIVER ROAD, a Washington Limited
Liability Company; THUMBROCK LLC, a
Washington Limited Liability Company

B. JUDGMENT DEBTOR:

JONATHAN TAMPIEN, an individual; TAMPIEN
ENTERPRISES, LLC, a Washington limited liability
company; and BRENDA TAMPIEN, an individual

C. PRINCIPAL JUDGMENT AMOUNT: \$1,033,767.12

D. ATTORNEY FEES:

\$2,778.75

E. OTHER COSTS/RECOVERY AMOUNTS:

Court Filing Fees:

\$240.00

Service Fees:

\$87.60

F. Principal Judgment Amount Shall Bear Interest at Judgment Rate per Annum: 12%

G. Other Recovery Amount Shall Bear Interest at Judgment Rate per Annum: 12%

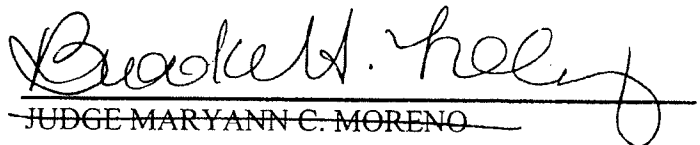
H. Attorney for Judgment Creditor: BECKI WHEELER

I. Attorney for Judgment Debtor: NONE

THIS MATTER having come on for hearing before the above entitled Court, upon the Plaintiff's Motion for Default Judgment; Plaintiff appearing by and through its attorney Andy Wetzel of McNeice Wheeler, PLLC, and the Defendants TAMPIEN ENTERPRISES, LLC and JONATHAN TAMPIEN not appearing, and the Court having granted Plaintiffs' Motion for Default Judgment by entering a Corrected Order on _____, 2023, it is hereby ORDERED, ADJUDGED, AND DECREED that Plaintiffs have judgment against the Defendants TAMPIEN ENTERPRISES, LLC and JONATHAN TAMPIEN, and BRENDA TAMPIEN, member of TAMPIEN ENTERPRISES, LLC herein for:

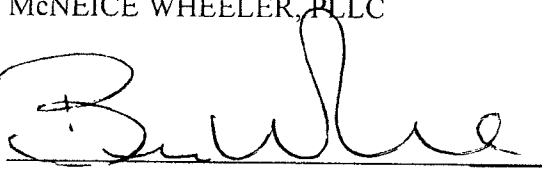
1. The principal sum of \$1,033,767.12 as Plaintiffs' damages incurred herein.
2. Costs incurred in the amount of \$327.60
3. Plaintiffs' reasonable attorney's fees in the amount of \$2,778.75
4. Interest on the preceding damages, costs and fees at the rate of 12% per annum from the date hereof until paid.

DONE IN OPEN COURT this 18th day of August, 202³.


JUDGE MARYANN C. MORENO

BROOKE FOLEY

Presented By:
McNEICE WHEELER, PLLC


BECKI WHEELER, WSBA #36676
Attorney for Plaintiffs

FILED

NOV 21 2023

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

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

WELLESLEY PROPERTY, LLC, an
Idaho limited liability company,
Plaintiff,

v.

TAMPIEN ENTERPRISES L.L.C., a
Washington limited liability company;
SPOKANE RIVER ROAD, LLC, a
Washington limited liability company;
FIRST AMERICAN TITLE
COMPANY, a California corporation;
WELLESLEY PROPERTY, LLC, an
Idaho limited liability company; FORD
& DALTON, PS, A Washington
professional service corporation;
MIDATLANTIC IRA, LLC, a
Maryland limited liability company;
NEIL O'KEEFFE, an individual;
GUSTAFSON LAW, INC., P.S., a
Washington professional service
corporation; STATE OF
WASHINGTON DEPARTMENT OF
LABOR & INDUSTRIES, a
governmental entity; TFB Financial, LLC, an
Illinois limited liability company;
THUMBROCK, LLC, a Washington limited
liability company; and CORPORATIONS [A
through E] and DOES [1 through 10]

No. 20-2-01971-32

STIPULATED ORDER, JUDGMENT
AND DECREE OF FORECLOSURE

STIPULATED ORDER, JUDGMENT AND DECREE
OF FORECLOSURE - 1

Hawley Troxell Ennis & Hawley LLP
422 W. Riverside Avenue, Suite 1100
Spokane, Washington 99201-0300
509.624.5265

I. MONEY JUDGMENT SUMMARY

1.	Judgment Creditor:	Wellesley Property, LLC
2.	Attorney for Judgment Creditor:	Hawley Troxell
3.	Judgment Debtor:	Tampien Enterprises L.L.C.
4.	Principal Amount of Judgment	\$395,000.00
5.	Late Fees, Inspections Fees, Appraisal and Other Charges	\$75,351.53
6.	Prejudgment Interest at 18% per annum (thru November 20, 2023)	\$226,935.60
7.	Attorneys' Fees and Costs:	\$12,790.87
8.	Total Judgment	\$710,078.00
9.	Interest rate on Judgment:	18% per annum

II. FORECLOSURE JUDGMENT SUMMARY

10. Legal Description:

THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A", AND
THE EAST 120 FEET OF THE SOUTH 25 FEET OF TRACT 57,
DICKSON-DUNN ORCHARD TRACTS, AS PER PLAT RECORDED
IN VOLUME "J" OF PLATS, PAGE 47, RECORDS OF SPOKANE
COUNTY.

Tax Parcel Nos. 36102.0201 & 36102.0126

III. ORDER, JUDGMENT AND DECREE OF FORECLOSURE

THIS MATTER came on regularly for hearing in open court upon the Stipulated Motion
of the parties herein for an Order, Judgment and Decree of Foreclosure. The Court, having
reviewed the Stipulated Motion and the records and documents on file herein, finds that each
Defendant was properly served and further finds that each Defendant failed to appear and/or
defend this action as applicable. Based on the foregoing, therefore,

1 IT IS ORDERED, ADJUDGED and DECREED that the parties' Stipulated Motion for an
2 Order, Judgment and Decree of Foreclosure is GRANTED in full as to all Defendants.

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Wellesley
4 Property, LLC be, and is hereby, awarded judgment against Defendant Tampien Enterprises
5 L.L.C. in the principal sum of \$395,000, together with late charges in the amount of \$74,043.56,
6 other fees and costs in the amount of \$1,307.90, prejudgment interest in the amount of
7 \$226,935.60 (accrued through November 20, 2023), and thereafter at the note rate of 18% per
8 annum until judgment, and attorneys' fees and costs in the amount of \$12,790.87, for a total
9 judgment of \$710,078.00. Interest shall accrue on the total Judgment at the rate of 18% per
10 annum.
11

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff's Deed of
13 Trust recorded on December 12, 2019, under Spokane County Auditor's File No. 6873414, both
14 covering the following described real property in Spokane County, Washington, to-wit (the "Real
15 Property"):
16

17 THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A", AND
18 THE EAST 120 FEET OF THE SOUTH 25 FEET OF TRACT 57,
19 DICKSON-DUNN ORCHARD TRACTS, AS PER PLAT RECORDED
20 IN VOLUME "J" OF PLATS, PAGE 47, RECORDS OF SPOKANE
COUNTY.

21 Tax Parcel Nos. 36102.0201 & 36102.0126

22 is the first paramount lien upon the Real Property as to any right, title and interest of all
23 Defendants and that said Deed of Trust is hereby foreclosed and the Real Property therein
24 described is hereby ordered sold by the Spokane County Sheriff in the manner provided by law,
25 and the proceeds thereof shall be applied to the payment of the judgment, increased costs,
26 attorneys' fees and interest as to satisfy the Deed of Trust and costs of this action which will
27 continue to accrue until the disputed rights and claims of Plaintiff Wellesley Property, LLC and
28

1 Defendant Tampien Enterprises L.L.C. are resolved.

2 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any deficiency
3 remains after application of the proceeds from the sale of the Real Property, or a portion thereof,
4 that execution may be issued for any such deficiency against Defendant Tampien Enterprises
5 L.L.C., and enforced against any other property of its not exempt from execution.
6

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all Defendants named
8 herein shall have a statutory right of redemption of one (1) year after the date of the sale of the
9 Real Property.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title claim or
11 interest of the other Defendants, or any of them, and all persons claiming by, through or under
12 them, or any of them, is inferior and subordinate to the Plaintiff's liens on the Real Property,
13 respectively, and any such right, title and interest is hereby further forever foreclosed except only
14 for the statutory right of redemption allowed by law.
15

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff is hereby
17 granted the right to become a bidder and purchaser at the sale of the Real Property, or any portion
18 thereof, and when the sale has been completed, the purchaser shall be entitled to immediate
19 possession of the Real Property so purchased, except as otherwise provided by law.
20

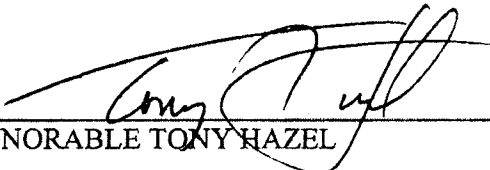
21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any and all persons
22 acquiring any right, title, estate, lien or interest in and to the any of the Real Property, or any part
23 thereof, subsequent to July 13, 2021, the date of the recording of the lis pendens in this action,
24 are forever foreclosed of any such right, title, estate, lien or interest as against Plaintiff in this
25 action.
26
27
28

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court grants any
2 other or further relief deemed equitable in these proceedings to assist Plaintiff in completion of
3 this proceeding.

4 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains
5 jurisdiction for entry of a supplemental judgment or judgments for Plaintiff's attorneys' fees and
6 costs incurred herein after entry of this Order.
7

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains
9 jurisdiction for entry of a supplement to this Stipulated Order, Judgment and Decree of
10 Foreclosure once the claims between Plaintiff Wellesley Property, LLC and Defendant Tampien
11 Enterprises L.L.C. are resolved.
12

13 DONE IN OPEN COURT this 21st day of November, 2023.

14
15 
16 HONORABLE TONY HAZEL

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

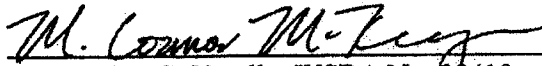
26 //

27 //

28 //

Presented by:

HAWLEY TROXELL ENNIS & HAWLEY, LLP



Christopher G. Varallo, WSBA No. 29410

M. Connor McKeegan, WSBA No. 60064

422 W Riverside Avenue, Suite 1100

Spokane, WA 99201-0300

Telephone: 509.624.5265

Facsimile: 509.458.2728

E mail: cvarallo@hawleytroxell.com

cmckeegan@hawleytroxell.com

Attorneys for the Plaintiff

Stipulated to, and Notice of Presentment Waived:

TAMPIEN ENTERPRISES, L.L.C.

By: Jonathan Tampien

WITHERSPOON BRAJCICH McPHEE, PLLC

By: Becki L. Wheeler

Becki L. Wheeler

Attorneys for Spokane River Road, LLC

FORD & MORTENSEN, PS

By: Stephen H. Ford

Stephen H. Ford

Attorneys for Ford & Mortensen, PS.

f/k/a Ford, Dalton & Mortensen, P.S.

CAMPBELL & BISSELL, PLLC

By: Tyler S. Waite

Tyler S. Waite

Attorneys for Neil O'Keeffe and

MidAtlantic IRA, LLC

GUSTAFSON LAW, INC., P.S.

By: Steven K. Gustafson

Steven K. Gustafson

Attorneys for G & R Law Group Inc., P.S.

f/k/a Gustafson Law, Inc., P.S.

STIPULATED ORDER, JUDGMENT AND DECREE
OF FORECLOSURE - 6

Hawley Troxell Ennis & Hawley LLP
422 W. Riverside Avenue, Suite 1100
Spokane, Washington 99201-0300
509.624.5265

FILED
NOV 30 2023

CN: 2320512232

SN: 9

PC: 2

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

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

KYLE BARTLETT,

Plaintiff,

No.

vs.

TAMPIEN ENTERPRISES, LLC, a
Washington limited liability company; and
JONATHAN TAMPIEN, and RUSSEL
TAMPIEN,

Defendant.

JUDGMENT SUMMARY

Judgment Creditor: Kyle Bartlett

Judgment Debtors: Tampien Enterprises, LLC and Jonathan Tampien

Amount Set Forth in Complaint: \$ 90,394.32

Additional Interest:

5/31/23 to 11/30/23 at 5% per month
(compounded quarterly)

\$ 34,844.97

Attorney's Fees and Costs:

\$ 2,120.00

TOTAL JUDGMENT:

\$127,359.59

The total judgment amount shall bear interest at the Judgment Rate of 12.00% per annum from
date of entry.

Attorney for Judgment Creditors: Timothy R. Fischer

Attorney for Judgment Debtors: N/A

DEFAULT JUDGMENT--1

23205122-32

DEFAULT JUDGMENT

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION
1800 Bank of America Financial Center
601 West Riverside
Spokane, Washington 99201
(509) 838-6131

1 The Court, having reviewed the Motion for Default Judgment and the declarations in
2 support thereof, and the records and pleadings filed herein, and being fully advised that the
3 Defendants, Tampien Enterprises, LLC and Jonathan Tampien, have been regularly served with
4 process, are properly within the jurisdiction of this Court, and have failed to answer the Plaintiff's
5 Verified Complaint filed herein, and it appearing that Plaintiff is entitled to judgment herein, it is
6 hereby:

7 ORDERED and ADJUDGED that Defendants TAMPIEN ENTERPRISES, LLC and
8 JONATHAN TAMPIEN are in default and that Plaintiff KYLE BARTLETT, shall have judgment
9 against Defendants in the amount of:

Amount Set Forth in Complaint	\$ 90,394.62
Additional Interest	\$ 34,844.97
5/31/23 to 11/30/23 at 5% per month (compounded quarterly)	
Attorney's Fees and Costs	\$ 2,120.00
TOTAL AMOUNT DUE	\$127,359.59

15 This Judgment shall bear interest at the rate of 12.00% per annum until paid in full.
16 Plaintiff shall be entitled to post judgment attorneys' fees and costs.

17 DONE IN OPEN COURT this 28 day of ^{Nov} ~~December~~, 2023.


~~JUDGE/COURT COMMISSIONER~~

TONY M. RUGEL

Presented by:


TIMOTHY R. FISCHER, WSBA No. 40075
WINSTON & CASHATT, LAWYERS, P.S.
Attorneys for Plaintiff

24 DEFAULT JUDGMENT--2

CN: 2320512332

SN: 7

PC: 2

FILED

NOV 30 2023

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

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

MATTHEW J. MAYNARD, an individual,

Plaintiff,

vs.

TAMPIEN ENTERPRISES, LLC, a
Washington limited liability company; and
JONATHAN TAMPIEN, an individual,

Defendants.

No. **23205123-32**
DEFAULT JUDGMENT

JUDGMENT SUMMARY

Judgment Creditor: Matthew J. Maynard

Judgment Debtors: Tampien Enterprises, LLC and Jonathan Tampien

Amount Set Forth in Complaint: \$219,190.46

Additional Interest: \$ 97,556.86
10/14/23 to 11/30/23 at 5% per month
(compounded quarterly)

Attorney's Fees and Costs: \$ 2,120.00

TOTAL JUDGMENT: \$318,867.32

The total judgment amount shall bear interest at the Judgment Rate of 12.00% per annum from
date of entry.

Attorney for Judgment Creditors: Timothy R. Fischer

Attorney for Judgment Debtors: N/A

DEFAULT JUDGMENT--1

Winston & Sabhatt
A PROFESSIONAL SERVICE CORPORATION
1900 Bank of America Financial Center
601 West Riverside
Spokane, Washington 99201
(509) 838-6131

1 The Court, having reviewed the Motion for Default Judgment and the declarations in
2 support thereof, and the records and pleadings filed herein, and being fully advised that the
3 Defendants, Tampien Enterprises, LLC and Jonathan Tampien, have been regularly served with
4 process, are properly within the jurisdiction of this Court, and have failed to answer the Plaintiff's
5 Verified Complaint filed herein, and it appearing that Plaintiff is entitled to judgment herein, it is
6 hereby:

7 ORDERED and ADJUDGED that Defendants TAMPIEN ENTERPRISES, LLC and
8 JONATHAN TAMPIEN are in default and that Plaintiff MATTHEW J. MAYNARD, shall have
9 judgment against Defendants in the amount of:

Amount Set Forth in Complaint	\$219,190.46
Additional Interest	\$ 97,556.86
5/31/23 to 11/30/23 at 5% per month	
(compounded quarterly)	
Attorney's Fees and Costs	\$ 2,120.00
TOTAL AMOUNT DUE	\$318,867.32

14 This Judgment shall bear interest at the rate of 12.00% per annum until paid in full.

16 Plaintiff shall be entitled to post judgment attorneys' fees and costs.

17 DONE IN OPEN COURT this 30 day of December, 2023.

18
19 JUDGE/COURT COMMISSIONER

20 Presented by:

21
22 TIMOTHY R. FISCHER, WSBA No. 40075
23 WINSTON & CASHATT, LAWYERS, P.S.
Attorneys for Plaintiff

TONY M. RUGEL

24 DEFAULT JUDGMENT--2

CN: 2320512432

SN: 8

PC: 2

FILED

NOV 30 2023

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

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

ESTIVEN A. GONZALEZ,

Plaintiff,

vs.

TAMPIEN ENTERPRISES, LLC, a
Washington limited liability company; and
JONATHAN TAMPIEN,

Defendants.

No.

23205124-32

DEFAULT JUDGMENT

JUDGMENT SUMMARY

Judgment Creditor: Estiven A. Gonzalez

Judgment Debtors: Tampien Enterprises, LLC and Jonathan Tampien

Amount Set Forth in Complaint: \$169,853.02

Additional Interest:

10/14/23 to 11/30/23 at 5% per month
(compounded quarterly)

\$ 10,673.83

Attorney's Fees and Costs:

\$ 2,120.00

TOTAL JUDGMENT:

\$180,526.85

The total judgment amount shall bear interest at the Judgment Rate of 12.00% per annum from
date of entry.

Attorney for Judgment Creditors: Timothy R. Fischer

Attorney for Judgment Debtors: N/A

DEFAULT JUDGMENT—Page 1

Winston & Cashatt
A PROFESSIONAL SERVICE CORPORATION
1900 Bank of America Financial Center
601 West Riverside
Spokane, Washington 99201
(509) 838-6131

1 The Court, having reviewed the Motion for Default Judgment and the declarations in
2 support thereof, and the records and pleadings filed herein, and being fully advised that the
3 Defendants, Tampien Enterprises, LLC and Jonathan Tampien, have been regularly served with
4 process, are properly within the jurisdiction of this Court, and have failed to answer the Plaintiff's
5 Verified Complaint filed herein, and it appearing that Plaintiff is entitled to judgment herein, it is
6 hereby:

7 ORDERED and ADJUDGED that Defendants TAMPIEN ENTERPRISES, LLC and
8 JONATHAN TAMPIEN are in default and that Plaintiff ESTIVEN A. GONZALEZ, shall have
9 judgment against Defendants in the amount of:

Amount Set Forth in Complaint	\$169,853.02
Additional Interest	\$ 10,673.83
10/14/23 to 11/30/23 at 5% per month (compounded quarterly)	
Attorney's Fees and Costs	\$ 2,120.00
TOTAL AMOUNT DUE	\$180,526.85

15 This Judgment shall bear interest at the rate of 12.00% per annum until paid in full.
16 Plaintiff shall be entitled to post judgment attorneys' fees and costs.

17 DONE IN OPEN COURT this 30 day of ~~December~~, 2023.


JUDGE/COURT COMMISSIONER

TONY M. RUGEL

Presented by:


TIMOTHY R. FISCHER, WSBA No. 40075
WINSTON & CASHATT, LAWYERS, P.S.
Attorneys for Plaintiff

07/13/2021 02:21:47 PM

7099947

Recording Fee \$108.50 Page 1 of 6
Lis Pendens WFG NATIONAL TITLE INSURANCE COMPANY
Spokane County Washington



RETURN ADDRESS

WITHERSPOON • KELLEY
Maximillian K. Archer
422 W. Riverside, Suite 1100
Spokane, WA 99201-0300

Document Title(s)

Lis Pendens

COURTESY RECORDING

Reference Numbers(s) of related documents

WFG

Plaintiff (s)

Manfred Construction, LLC, d/b/a Kodiak General Contracting

Defendants(s)

Tampien Enterprises, L.L. C.; Spokane River Road, LLC; First American
Title Company; Wellesley Property, LLC; Ford & Dalton, PS; Midatlantic
IRA, LLC; Neil O'Keefe; Gustafson Law, Inc., et al

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range,
quarter/quarter)

DICKSON&DUNN ORCH TR N60FT OF E120FT B A and

DICKSON&DUNN ORCH TR E120FT OF S25FT B57

Assessor's Property Tax Parcel/Account Number

36102.0201

36102.0126

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SPOKANE

MANFRED CONSTRUCTION, LLC,
d/b/a KODIAK GENERAL
CONTRACTING,

Plaintiff,

v.

TAMPIEN ENTERPRISES L.L.C., a
Washington limited liability company;
SPOKANE RIVER ROAD, LLC, a
Washington limited liability company;
FIRST AMERICAN TITLE
COMPANY, a California corporation;
WELLESLEY PROPERTY, LLC, an
Idaho limited liability company; FORD
& DALTON, PS, A Washington
professional service corporation;
MIDATLANTIC IRA, LLC, a
Maryland limited liability company;
NEIL O'KEEFFE, an individual;
GUSTAFSON LAW, INC., P.S., a
Washington professional service
corporation; STATE OF
WASHINGTON DEPARTMENT OF
LABOR & INDUSTRIES, a
governmental entity; and
CORPORATIONS [A through E] and
DOES [1 through 10],

Defendants.

No. 20-2-01971-32

LIS PENDENS



WELLESLEY PROPERTY, LLC, an
Idaho limited liability company,

Crossclaim Plaintiff,

v.

TAMPIEN ENTERPRISES L.L.C., a
Washington limited liability company;
SPOKANE RIVER ROAD, LLC, a
Washington limited liability company;
MIDATLANTIC IRA, LLC, a
Maryland limited liability company; and
NEIL O'KEEFFE, an individual, and
CORPORATIONS [A through E] and DOES [1
through 10]

Crossclaim Defendants.

NOTICE IS HEREBY GIVEN that an action has been instituted and is now pending in the Superior Court of the State of Washington in and for the County of Spokane upon the Answer and Crossclaim of the above-named Defendant / Cross-Claimant, Wellesley Property, LLC, versus the above-named Defendants / Cross-Claim Defendants, cause number 20-2-01971-32.

The objective of said action is for Defendant / Cross-Claimant, Wellesley Property, LLC to judicially foreclose on its Deed of Trust encumbering the real estate described in the Complaint and in this Lis Pendens. The Deed of Trust is recorded under Spokane County Auditor's File No. 6873414. Said action affects Defendant / Cross-Claim Defendant Tampien Enterprises, LLC's title to the parcel of real property commonly known as 12219 N. Freya St., Mead, Washington 99021, and is legally described as:

The North 60 feet of the East 120 feet of Tract "A", and the East 120 feet of the South 25 feet of Tract 57, Dickson-Dunn Orchard Tracts, as per plat recorded in Volume "J" of Plats, Page 47, records of Spokane County.



Spokane County Tax Assessor's Parcel No. 36102.0201 and
36102.0126.

All persons in any manner dealing with the above-described real property subsequent to
the filing hereof, will take subject to the rights of the Plaintiff as established in the aforementioned
action.

DATED this 12th day of July, 2021.

WITHERSPOON • KELLEY

By: 

Christopher G. Varallo, WSBA #29410
Maximillian K. Archer, WSBA #54081
*Attorneys for Defendant / Crossclaim
Plaintiff Wellesley Property, LLC*



CERTIFICATE OF SERVICE

Pursuant to RCW 9A.72.085, the undersigned hereby certifies under penalty of perjury under the laws of the State of Washington, that on the 12th day of July, 2020, the foregoing was delivered to the following persons in manner indicated:

Robert A. Dunn
Alexandria T. Drake
Dunn & Black, P.S.
111 North Post, Suite 300
Spokane, WA 99201-0705

☐ By Hand Delivery
☒ By U.S. Mail
☐ By Overnight Mail
☐ By Facsimile

Attorneys for Plaintiff

Jason T. Piskel
Gurpreet K. Dhath
Piskel Yahne Kovarik, PLLC
522 W. Riverside Ave., Suite 700
Spokane, WA 99201

☐ By Hand Delivery
☒ By U.S. Mail
☐ By Overnight Mail
☐ By Facsimile

Attorneys for Tampien Enterprises L.L.C.

Becki L. Wheeler
Andy Wetzel
McNeice Wheeler, PLLC
221 West Main Ave., Ste. 100
Spokane, WA 99201

☐ By Hand Delivery
☒ By U.S. Mail
☐ By Overnight Mail
☐ By Facsimile

Attorneys for Spokane River Road, LLC

Stephen H. Ford
Ford & Dalton, P.S.
320 S. Sullivan Rd.
Spokane Valley, WA 99037

☐ By Hand Delivery
☒ By U.S. Mail
☐ By Overnight Mail
☐ By Facsimile

Attorneys for Ford & Dalton, P.S.



WITHERSPOON•KELLEY

Attorneys & Counselors

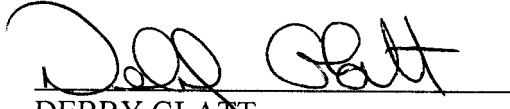
422 W. Riverside Avenue, Suite 1100
Spokane, Washington 99201-0300

Phone: 509.624.5265
Fax: 509.458.2728

1 Tyler S. Waite
2 Campbell & Bissell, PLLC
3 820 W. 7th Avenue
4 Spokane, WA 99204

☐ By Hand Delivery
☒ By U.S. Mail
☐ By Overnight Mail
☐ By Facsimile

5 *Attorneys for Neil O'Keeffe and*
6 *MidAtlantic IRA, LLC*

7 
8 DEBBY GLAD
9 Legal Assistant
10
11
12
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Dedication.

Know all men by these presents, that we, Dickson and Munn, a corporation; by J. M. Munn, as President and Winnie Whalen, a widow, have laid off and platted the land shown on this map to be known as Dickson-Munn Orchard Tracts, of Spokane County, Washington; and described as follows to-wit:

and the North half (51 1/2) of the Southwest quarter (SW 1/4) of Sec. Ten (10) all in Township twenty-six (26) north, Range forty-three (43) E. W. 3.

We do hereby dedicate to the public forever streets and avenues as shown and marked on this map, reserving, however, ~~the right~~ right in all of said streets & avenues, to lay pipes for the conduct of water & gas, to construct, operate and maintain thereon Cable, Electric, Steam & other street railways; to erect poles & place wires thereon for the purpose of transmitting electricity or to lay under ground wires for such purposes.

In witness whereof, we have hereunto set our hands & seals & caused the corporate seal of said corporation to be affixed this twenty-seventh day of March 1908.

APPROVED
by the Board of County Comm'rs

MAR 27 1908

Chas. H. McCain
Chairman

Dickson & Munn Inc
By J. M. Munn President
Winnie Whalen

Seal

Seal

Acknowledgment.

State of Washington }
County of Spokane } ss.

On this 27th day of March 1908, personally appeared before me, J. M. Munn to me known to be the President of the corporation, Dickson & Munn that executed the within instrument and acknowledged the said instrument to be free & voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument & that the seal affixed is the corporate seal of said corporation. Also at the same time appeared personally before me Winnie Whalen, a widow to me known to be the identical person described in and who executed the within instrument and acknowledged to me that she executed the same as her free & voluntary act & deed for the uses & purposes therein mentioned.

Witnesseth my hand & official seal this twenty-seventh day of March 1908

David Herman

Notary Public in and for the
State of Washington, residing
at Spokane.

Surveyor's Certificate.

We hereby certify that we have made survey of and sub-divided into tracts, the Southwest quarter (SW 1/4) and the North half (N 1/2) of the Southwest quarter (SW 1/4) of Sec. Ten (10) Township twenty-six north (26 N) Range forty-three (43) E. W. 3. and that the same is correct as shown on this map—

Spokane General Engineering Co.

By W. H. Smith

I hereby certify that within plat does not conflict with any County Road.

A. R. Scott, County Engineer.
By J. E. Monroe, Deputy.

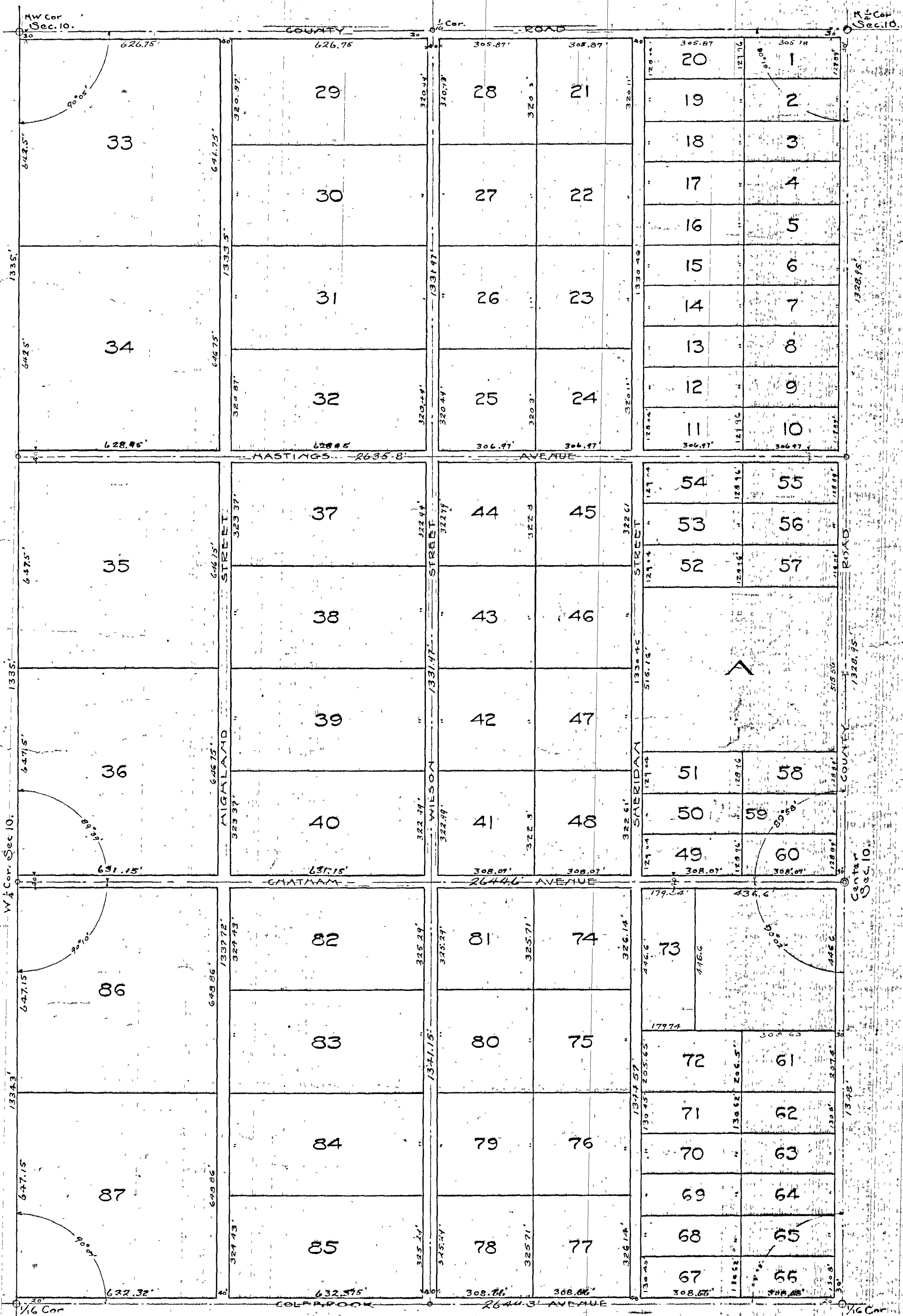
DICKSON-DUNN ORCHARD TRACTS

SPOKANE COUNTY, WASHINGTON

SPOKANE GENERAL ENGINEERING CO.

SCALE 1 IN = 200 FT

Engineers,
SPOKANE



BOOK 620 PAGE 130

71856 B

RIGHT OF WAY EASEMENT

Ed Kingen, a bachelor

hereby grants..... convey.s..... and warrants..... 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 Spokane County, State of Washington to-wit: Tract "A" except the south 135 feet; Dickson and Dunn Orchard Tracts in the North Half (N $\frac{1}{2}$) of Section Ten (10), Township Twenty-six (26) North, Range Forty-three (43) E.W.M., Spokane County, Washington.

It is understood and agreed that said easement covers the right to place two (2) poles together with the necessary overhang on the southerly part of the above described property in the location as now surveyed and staked thereon.

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.

No monetary consideration or consideration of monetary value has been given for the rights herein conveyed.

Witness..... my..... hand..... this 11th day of December, 1951.

Ed Kingen

FILED FOR RECORD DEC 18 1951 AT 11:16a M
REQUEST OF GRANTEE
FRANK J. GLOVER, SPOKANE COUNTY AUDITOR

STATE OF Washington

County of Spokane

ss.

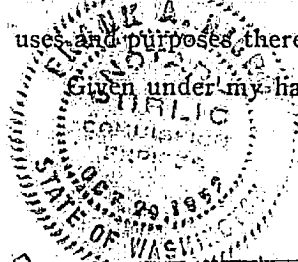
On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared Ed Kingen, a bachelor

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

Given under my hand and official seal this 11th day of December A. D., 1951

Frank G. Nigro
NOTARY PUBLIC in and for the State of Wash.

residing at Spokane



0.K. *Relay* ENG. DEPT. CONST. DEPT. ATTORNEYS RIGHTS OF WAY SECURED BY



Attn: Civil Division
Spokane County Sheriff's Office
1100 W Mallon Ave
Spokane WA 99260-0300

Document Title(s):

1. Attachment of Real Estate - Sheriff's Levy on Real Estate
2. Order of Sale (Spokane County Superior Court #20-2-01971-32)

Grantee(s) - (Plaintiff):

1. SPOKANE COUNTY SHERIFF
2. WELLESLEY PROPERTY, LLC, an Idaho limited liability company

Grantor(s) - (Defendant):

1. TAMPIEN ENTERPRISES, L.L.C., a Washington limited liability company

Legal Description:

THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A", AND THE
EAST 120 FEET OF THE SOUTH 25 FEET OF TRACT 57, DICKSON-DUNN
ORCHARD TRACTS, AS PER PLAT RECORDED IN VOLUME "J" OF
PLATS, PAGE 47, RECORDS OF SPOKANE COUNTY,

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON

Commonly known as: 12219 North Freya Street, Mead, Washington 99021

Assessor's Property Tax Parcel/Account Number: 36102.0201, 36102.0126

Auditor's File No. 6873414

ATTACHMENT OF REAL ESTATE

IN THE SUPERIOR COURT FOR SPOKANE COUNTY, WASHINGTON

Cause No. 20-2-01971-32

WELLESLEY PROPERTY, LLC, an Idaho limited liability company
Plaintiff,

SHERIFF'S LEVY ON REAL ESTATE

Vs.


TAMPIEN ENTERPRISES, L.L.C., a Washington limited liability company; SPOKANE RIVER ROAD, LLC, a Washington limited liability company; FIRST AMERICAN TITLE COMPANY, a California corporation; FORD & DALTON, PS, a Washington professional service corporation; MIDATLANTIC IRA, LLC, a Maryland limited liability company; NEIL O'KEEFFE, an individual; GUSTAFSON LAW, INC., P.S., a Washington professional service corporation; STATE OF WASHINGTON DEPARTMENT OF LABOR & INDUSTRIES, a governmental entity; TBF FINANCIAL, LLC, an Illinois limited liability company; THUMBROCK, LLC, a Washington limited liability company; and CORPORATIONS [A through E] and DOES [1 through 10],
Defendants.

STATE OF WASHINGTON
COUNTY OF SPOKANE

To the Auditor of Spokane County, Washington, and to whom it may concern under and by virtue of an order of the above entitled court (a true copy of which is hereto attached) to me directed and delivered, and I do hereby levy upon the real estate therein described.

Dated this 9th day of May, 2024

JOHN F. NOWELS, Sheriff
Spokane County


Deputy

Sheriff Docket Number: 2024/05-0074

05/09/2024 10:42

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR SPOKANE COUNTY

WELLESLEY PROPERTY, LLC, an Idaho
limited liability company

Plaintiff,

vs.

TAMPIEN ENTERPRISES, L.L.C., a
Washington limited liability company;
SPOKANE RIVER ROAD, LLC, a
Washington limited liability company; FIRST
AMERICAN TITLE COMPANY, a
California corporation; FORD & DALTON,
PS, a Washington professional service
corporation; MIDATLANTIC IRA, LLC, a
Maryland limited liability company; NEIL
O'KEEFFE, an individual; GUSTAFSON
LAW, INC., P.S., a Washington professional
service corporation; STATE OF
WASHINGTON DEPARTMENT OF
LABOR & INDUSTRIES, a governmental
entity; TBF FINANCIAL, LLC, an Illinois
limited liability company; THUMBROCK,
LLC, a Washington limited liability company;
and CORPORATIONS [A through E] and
DOES [1 through 10],

Defendants.

NO. 20-2-01971-32

ORDER OF SALE

TO: THE STATE OF WASHINGTON; and

TO: THE SHERIFF OF THE COUNTY OF SPOKANE

ORDER OF SALE - 1

PAINE HAMBLÉN P.S.
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WASHINGTON 99201-3505
PHONE (509) 455-6000

1 WHEREAS, on November 21, 2023, plaintiff obtained an a order, judgment and decree
 2 of foreclosure in the Superior Court of the County of Spokane, Cause No. 20-2-01971-32,
 3 against defendants TAMPIEN ENTERPRISES, L.L.C., a Washington limited liability
 4 company; SPOKANE RIVER ROAD, LLC, a Washington limited liability company; FIRST
 5 AMERICAN TITLE COMPANY, a California corporation; FORD & DALTON, PS, a
 6 Washington professional service corporation; MIDATLANTIC IRA, LLC, a Maryland limited
 7 liability company; NEIL O'KEEFFE, an individual; GUSTAFSON LAW, INC., P.S., a
 8 Washington professional service corporation; STATE OF WASHINGTON DEPARTMENT
 9 OF LABOR & INDUSTRIES, a governmental entity; TBF FINANCIAL, LLC, an Illinois
 10 limited liability company; THUMBROCK, LLC, a Washington limited liability company; and
 11 CORPORATIONS [A through E] and DOES [1 through 10].
 12

13 WHEREAS, included in the aforementioned order, judgment and decree of foreclosure
 14 was a money judgment entered against Defendant Tampien Enterprises, L.L.C. in the sum of
 15 Seven Hundred Ten Thousand, Seventy-Eight and 00/100ths Dollars (\$710.078.00), with
 16 interest accrued through November 20, 2023, and with thereon at the rate of 18.00% per annum,
 17 and including attorneys' fees and cost accrued through the date of Judgment.
 18

19 The order, judgment and decree of foreclosure pertains to real property encumbered by a
 20 Deed of Trust, described below, which was pledged by Defendant Tampien Enterprises, L.L.C.,
 21 as collateral for a debt owed to Plaintiff Wellesley Property, LLC:
 22

23 Deed of Trust recorded December 12, 2019, under Spokane County Auditor's File
 24 No. 6873414, covering the following described real property in Spokane County,
 Washington, to-wit:

25 THE NORTH 60 FEET OF THE EAST 120 FEET OF TRACT "A", AND THE
 26 EAST 120 FEET OF THE SOUTH 25 FEET OF TRACT 57, DICKSON-DUNN
 27 ORCHARD TRACTS, AS PER PLAT RECORDED IN VOLUME "J" OF
 PLATS, PAGE 47, RECORDS OF SPOKANE COUNTY,

28 ORDER OF SALE - 2

PAINÉ HAMBLÉN P.S.
 717 WEST SPRAGUE AVENUE, SUITE 1200
 SPOKANE, WASHINGTON 99201-3505
 PHONE (509) 455-6000

1 SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON

2 Tax Parcel No's. 36102.0201 & 36102.0126 (the "Real Property").

3 WHEREAS, the Real Property is commonly known as 12219 N Freya Road, Mead, WA
4 99021.

5 WHEREAS, the known street addresses of the defendants are as follows:

6 1. TAMPIEN ENTERPRISES, L.L.C.

7 1309 W 1st Ave. Apt 607
8 Spokane, WA 99201

9 Jonathan Tampien, Registered Agent
10 209 W 29th Ave
Spokane, WA 99203

11 2. SPOKANE RIVER ROAD LLC

12 Steve Pearson, Registered Agent
13 632 Little Spokane River Road
Newport, Pend Oreille County, WA 99156

14 WITHERSPOON BRAJCICH McPHEE, PLLC

15 Attn: Becki L. Wheeler
16 601 W. Main Ave, Suite 1400
Spokane, WA 99201

17 3. FIRST AMERICAN TITLE COMPANY

18 Corporation Service Company, Registered Agent
19 300 Deschutes Way SW
Ste 208 MC-CSC1
Tumwater, WA 98501

20 4. FORD & MORTENSEN, PS (f/k/a FORD & DALTON, P.S.)

21 Stephen H. Ford, Registered Agent and Counsel of Record
22 320 S. Sullivan Rd.
Spokane Valley, WA 99037

23 5. MIDATLANTIC IRA (FBO NEIL O'KEEFFE, IRA & FBO NEIL O'KEEFFE,
24 ROTH IRA)

25 John F. Kiley, III, Registered Agent
26 118 West Church Street,
Frederick, Frederick Co., MD 21701

27
28 ORDER OF SALE - 3

PAINÉ HAMBLÉN P.S.
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WASHINGTON 99201-3505
PHONE (509) 455-6000

CAMPBELL & BISSELL | PLLC
Attn: Tyler S. Waite
820 W. 7th Ave.
Spokane, WA 99204

6. NEIL O' KEEFFE
1308 South Timberlane
Spokane Valley, WA

CAMPBELL & BISSELL | PLLC
Attn: Tyler S. Waite
820 W 7th Ave.
Spokane, WA 99204

7. G & R LAW GROUP INC P.S. (f/k/a GUSTAFSON LAW, INC. P.S.)
Steve Gustafson, Registered Agent and Counsel of Record
1500 W 4th Ave, Ste 408
Spokane, WA 99201

8. STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
PO Box 40121
Olympia, WA 98504-0121

STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
Washington Attorney General
1125 Washington Street SE
Olympia, WA 98501

Washington Attorney General
PO Box 40100
Olympia, WA 98504-0100

9. TBF FINANCIAL, LLC
Brett Boehm, Registered Agent
870 Sheridan Rd,
Highwood, Lake County, IL 60064

10. THUMBROCK LLC
Steve Pearson, Registered Agent
632 Little Spokane River Road
Newport, Pend Oreille County, WA 99156

NOW, THEREFORE, you, the Sheriff of Spokane County, Washington, are hereby

ORDER OF SALE - 4

PAINE HAMBLIN P.S.
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WASHINGTON 99201-3505
PHONE (509) 455-6000

1 commanded and required to proceed to Notice of Sale and to sell the above-described Real
2 Property, and to apply the proceeds of such sale to the satisfaction of said judgment, interest
3 thereon and costs, together with your fees, and to make and file your report of proceedings on
4 the execution with the Clerk of this Court within sixty (60) days from the date hereof, and to do
5 all things according to the terms and requirements of said judgment and the provisions of the
6 statute in such case made and provided. Pursuant to RCW 6.23.020, there shall be a one-year
7 redemption period for the Real Property.
8

9 This Order may be extended for an additional thirty (30) days for purposes of sale only.

10
11 DATED this ____ day of APR 04 2024, 2024.

Honorable
TIMOTHY B. FENNESSY

12
13 **Timothy W. Fitzgerald, County Clerk**

14 **CLERK OF SUPERIOR COURT**

15 By: *AM*
16 Deputy Clerk

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26
27
28 **ORDER OF SALE - 5**

**PAINE HAMBLÉN P.S.
717 WEST SPRAGUE AVENUE, SUITE 1200
SPOKANE, WASHINGTON 99201-3505
PHONE (509) 455-6000**